



CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
November 4, 2024 at 6:30 PM

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

PROVIDING VIRTUAL PUBLIC INPUT

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

Use the following link to join the meeting from your computer, tablet or smartphone.
www.CityOfDubuque.org/VirtualMeeting

You can also dial in using your phone:

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

United States: +1 (571) 317-3129

Access Code: 337-661-181

ROLL CALL ORDER FOR MEETING

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

WORK SESSION

5:30 PM - Microsoft Co-Pilot Implementation

Chief Information Officer Chris Kohmann will discuss the City of Dubuque's strategy and plans for the implementation of Microsoft CoPilot.

6:00 PM - Update on Grant Initiatives and Grant Funding

Andrew Seth of Sustainable Strategies DC will join City Technical Grant Analyst/Assistant Justin Thiltgen and Director of Strategic Partnerships Teri Goodmann for an update on Grant Initiatives and Grant Funding.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. **Hospice and Palliative Care Month (November 2024)**
On behalf of Hospice of Dubuque.
2. **National League of Cities Centennial Day (November 7, 2024)**
On behalf of the City of Dubuque.
3. **The 150th Anniversary Year of the Sisters of the Presentation (November 13, 2024)**
On behalf of the Sisters of the Presentation of the Blessed Virgin Mary of Dubuque, Iowa.
4. **Pancreatic Cancer Awareness Day (November 21, 2024)**
On behalf of the Michael W. Oglesby Foundation.

CONSENT ITEMS

1. **Minutes and Reports Submitted**
Airport Commission of September 24, 2024; Arts & Cultural Affairs Advisory Commission of September 24, 2024; Cable Television Commission of February 28, 2024; Community Development Advisory Commission of September 4, 2024; Equity and Human Rights Commission of September 10, 2024; Five Flags Civic Center Commission of June 13, 2024; Historic Preservation Commission of September 19, 2024; Housing Commission of July 23, 2024; Park and Recreation Commission of August 13 and September 10, 2024; Resilient Community Advisory Commission of September 5, 2024.
Suggested Disposition: Receive and File
2. **Notice of Claims and Suits**
Jacqueline Fetter for personal injury; Roger Wilming for vehicle damage; State Farm Mutual Insurance a/s/o Casey Smith for vehicle damage.
Suggested Disposition: Receive and File; Refer to City Attorney
3. **Disposition of Claims**
City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Jacqueline Fetter for personal injury; Roger Wilming for vehicle damage.
Suggested Disposition: Receive and File; Concur
4. **Approval of City Expenditures**
City Manager recommending City Council approval for payment of City expenditures.
RESOLUTION Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in

accordance with City procedures

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

5. Reimbursement Resolution – Fire Facilities and Equipment

City Manager recommending City Council approval of a reimbursement resolution to serve as “official intent” to reimburse the project expenditures for Fire Department facilities and equipment capital expenditures, as required under the federal tax-exempt bond regulation.

RESOLUTION Relating to the financing of proposed projects and acquisitions to be undertaken by the City of Dubuque, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code

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

6. Tschiggfrie Parcel

City Manager recommending City Council adopt the resolution accepting the deed to a parcel owned by Edward and Joan Tschiggfrie.

RESOLUTION Accepting The Deed To Certain Real Estate In Dubuque County, Iowa From Edward And Joan Tschiggfrie

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

7. City Hall Annex Roof Replacement Project - Project Code: 5565000001

City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$182,160.00 to Giese Roofing Company for the City Hall Annex Roof Replacement Project.

RESOLUTION Accepting The City Hall Annex Roof Replacement Project And Authorizing Final Payment To The Contractor

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

8. 2024-2026 Dubuque City Council Goals & Priorities Handout

City Manager providing a copy of the 2024-2026 Dubuque City Council Goals and Priorities Handout. The publication will be mailed with City utility bills from Nov. 13 through Dec. 11.

Suggested Disposition: Receive and File

9. Updated Housing Incentives - New Units Handout

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

Suggested Disposition: Receive and File

10. Housing Commission Cross Representation Appointment

Housing Commission requesting City Council approval on the appointment of commissioner Renee Kehoe, 1209 Lincoln Ave., to the Cross Representation term on the Community Development Advisory Commission that will expire on August 17, 2027.

Suggested Disposition: Receive and File; Approve

11. Grass and weed cutting and garbage collection assessments

City Manager recommending City Council adopt the attached resolution authorizing the City to certify grass and weed cutting and garbage collection charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.

RESOLUTION Authorizing The City To Collect Delinquent Grass And Weed Cutting And Garbage Collection Charges In Accordance With Title 6-4-3A And Title 6-8-2 Of The Code Of Ordinances Of The City Of Dubuque, Iowa

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

12. School Resource Officer Contract with Dubuque Community School District

City Manager recommending City Council approve and sign the 2024-2025 contract for School Resource Officer services between the City of Dubuque and Dubuque Community School District.

Suggested Disposition: Receive and File; Approve

13. Iowa Department of Transportation HMA Resurfacing and Paved Shoulders Project Notification

Correspondence from Jesse Tibodeau, Assistant District Engineer, notifying the City Council of HMA resurfacing and HMA paved shoulders on US-20 from Swiss Valley to Old Highway Road.

Suggested Disposition: Receive and File

14. Signed Contract(s)

Tricon General Construction, Inc. for the Old Mill Road Lift Station and Force Main Project - Phase 1

Suggested Disposition: Receive and File

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

Eastern Iowa Excavating & Concrete, LLC for the Iowa Amphitheater at Schmitt Island Bid Package 1: Site Preparation

Suggested Disposition: Receive and File; Approve

16. Approval of 2023 City Council Official Proceedings

City Clerk recommending City Council approval of the completed and indexed 2023 City Council Official Proceedings for calendar year 2023.

Suggested Disposition: Receive and File; Approve

17. Approving a Third Amendment to Development Agreement by and between the City of Dubuque, Iowa and Union at the Marina, LP adding Impact Housing Indiana Corp. as a Party

City Manager recommending City Council adopt the attached resolution approving a Third Amendment to Development Agreement adding Impact Housing Indiana Corp. as a party and providing that the Property Acquisition Grants provided for in the Development Agreement will be paid to Impact Housing Indiana Corp. which will loan the proceeds of the Grants to Union at the Marina, LP as part of a

separate financing agreement between those two parties.

RESOLUTION Approving A Third Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Union At The Marina, LP

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

ITEMS SET FOR PUBLIC HEARING

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

1. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque and Dubuque Racing Association, Ltd. Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

City Manager recommending City Council adopt the attached resolution setting a November 18, 2024, public hearing on the Development Agreement providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations for the development of a PinSeekers facility on Chaplain Schmitt Island.

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

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for November 18, 2024

2. Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 (Utilities, Paving & Amphitheater Stage) - Initiate Public Bidding Process and Setting Date for Public Hearing

City Manager recommending City Council authorize initiating the public bidding process and set a public hearing on November 18th, 2024, and to preliminarily approve the plans, specifications, form of contract and estimated cost of \$9,702,000.00 for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 through the adoption of the attached resolution.

RESOLUTION Iowa Amphitheater On Schmitt Island Project - Bid Package No. 2 (Utilities, Paving & Amphitheater Stage): Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for November 18, 2024

3. Initiate Bid Process and Set Public Hearing for the Bunker Hill Irrigation Replacement Project Phase 3

City Manager recommending City Council approval of the construction plans and specifications; estimated construction cost of \$360,000; and establish November

18, 2024, as the date of the public hearing and hereby authorize the Recreation Division Manager to advertise bids for the Bunker Hill Irrigation Replacement Project Phase 3 through adoption of the attached resolution.

RESOLUTION Bunker Hill Golf Course – Phase 3 Irrigation Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for November 18, 2024

BOARDS/COMMISSIONS

1. Boards and Commission Appointments

Appointments to the following commissions to be made at this meeting

Catfish Creek Watershed Management Authority

One, 4-Year term through July 16, 2028 (Vacant term of McGovern)

Applicant:

William H. Hendricks, 1801 S. Grandview

Equity and Human Rights Commission

One, 3-Year term through January 1, 2026 (Vacant term of Sanchez)

Applicants:

Luselena Bravo, 781 Cottage Place

Traci Phillipson, 2120 Rhomberg Ave

PUBLIC HEARINGS

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

1. 2024 SRF Green Alley Project Public Hearing

Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract, and estimated cost of \$1,342,614.00 for the 2024 SRF Green Alley Project through the adoption of the enclosed resolution, and City Manager recommending approval.

RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The 2024 SRF Green Alley Project

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

2. 2024 SRF Green Alley Project Special Assessments

Proof of publication on notice of public hearing to consider City Council approve the Schedule of Assessments for the 2024 SRF Green Alley Project through the adoption of the enclosed resolutions, and City Manager recommending approval.

RESOLUTION With Respect To The Adoption Of The Resolution Of Necessity Proposed For The SRF Green Alley Bid 2024 SRF Green Alley Project

RESOLUTION Approving Schedule Of Assessments And Estimate Of Total Cost For The 2024 SRF Green Alley Bid Project

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

3. Petition to Vacate the Alley Right of Way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light)

Proof of publication on notice of public hearing to consider City Council approve the vacating and disposal of the alley right of way property described as Lot 186A Finley's Addition in the City of Dubuque, Iowa in response to a request from adjacent property owner Interstate Power and Light Company be approved through the adoption of the enclosed resolutions, and City Manager recommending approval.

RESOLUTION Vacating The Alley Between The West Line Of Finley Street And The East Line Of Bunker Hill Road, In Finley's Addition To The City Of Dubuque, In The City Of Dubuque, Iowa, To Be Known As Lot 186A Finley's Addition In The City Of Dubuque, Iowa

RESOLUTION Disposing Of City Interest In Lot 186A Finley's Addition In The City Of Dubuque, Iowa

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

4. Kerper Boulevard Lift Station Project Public Hearing

Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and estimated cost of \$1,626,615.00 for the Kerper Boulevard Lift Station Project through the adoption of the attached resolution, and City Manager recommending approval.

RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Kerper Blvd Lift Station Project

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

5. Broadway Sanitary Sewer Improvements Project Public Hearing

Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and estimated cost of \$321,946.00 for the Broadway Sanitary Sewer Improvements Project through the adoption of the attached resolution, and City Manager recommending approval.

RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Broadway Street Sanitary Sewer Improvement Project

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

6. Ruby Sutton Building 2nd Floor Renovation Project Public Hearing

Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and estimated cost of \$840,000.00 for the Ruby Sutton Building 2nd Floor Renovation Project through adoption of the attached resolution, and City Manager recommending approval.

RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And

Estimated Cost For The Ruby Sutton Building 2nd Floor Renovation Project
Suggested Disposition: Receive and File; Adopt Resolution(s)

7. Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC

Proof of publication on notice of public hearing to consider City Council adopt a resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC for the creation of 48 new Low- and Moderate-Income (LMI) housing units, and City Manager recommending approval.
RESOLUTION Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque Housing, LLC, Including The Issuance Of Urban Renewal Tax Increment Revenue Obligations

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

8. Public Hearing to approve the revised Administrative Plan for the Housing Choice Voucher Program

Proof of publication on notice of public hearing to consider City Council approve the revised Administrative Plan for the Housing Choice Voucher Program, and City Manager recommending approval.

RESOLUTION Resolution Approving The Revision Of The Public Housing Authority (PHA) Administrative Plan For The Housing Choice Voucher Program

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

PUBLIC INPUT

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

ACTION ITEMS

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

1. Commercial Banking Services Recommendation

City Manager recommending City Council approval of Dubuque Bank and Trust as the bank to provide financial services to the City of Dubuque for a five-year period. Chief Financial Officer Jennifer Larson will make a presentation.

Suggested Disposition: Receive and File; Approve; Presentation

2. Proposed Modification to the Downtown Rehabilitation Program Awards

City Manager recommending City Council approval of a proposed modification to the Downtown Rehabilitation Program awards to blend the Façade, Planning &

Design, and Financial Consultant Grants to create one, \$35,000 Rehabilitation Grant.

RESOLUTION Authorizing The City Manager To Amend The City Of Dubuque Downtown Rehabilitation Grant Award Program

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

3. Resolution Authorizing the Submission of an Iowa Economic Development Authority Business Financial Assistance Application by Universal Tank & Fabrication Inc.

City Manager recommending City Council adopt the attached resolution approving the Economic Development Assistance Application on behalf of Universal Tank & Fabrication, Inc. for the proposed investment of approximately \$4,925,000 for the expansion of its operations in Dubuque.

RESOLUTION Authorizing The Filing Of An Application With The Iowa Economic Development Authority For Business Financial Assistance On Behalf Of Universal Tank & Fabrication, Inc.

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

4. Pest Infestation Enforcement, Including Bed Bugs

City Manager recommending City Council approval of the attached ordinance to provide a clearer direction regarding pest elimination for occupants and owners of structures within the City of Dubuque.

ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 14 Building And Development, Chapter 1 Building Codes, Article J Property Maintenance Code, Section 14-1J-2 International Property Maintenance Code Amendments

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

5. Work Session Request: Introduction to the Office of Community Impact and Review of the Equitable Fine and Fee Service Program

City Manager recommending City Council schedule a work session on November 18, 2024, at 5:15 p.m. to introduce the newly established Office of Community Impact and to provide an update on the equitable fines and fees service program.

Suggested Disposition: Receive and File; Council

6. New Housing Projects Update Video

Public Information Office staff will show a video featuring footage of examples of new housing projects throughout the community. The video can be seen

at: <https://youtu.be/0PHmgW1v-Ro?si=YTr6tpUnoZa6BHUL>

Suggested Disposition: Receive and File; Video

COUNCIL MEMBER REPORTS

CLOSED SESSION

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

ADJOURNMENT

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

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

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

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

**City of Dubuque
City Council**

WORK SESSION #

ITEM TITLE:

5:30 PM - Microsoft Co-Pilot Implementation

SUMMARY:

Chief Information Officer Chris Kohmann will discuss the City of Dubuque's strategy and plans for the implementation of Microsoft CoPilot.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. MVM Memo
2. Staff Memo to City Manager Microsoft CoPilot Implementation Strategy
3. Presentation-Uploaded 11.4.24

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Microsoft Co-Pilot Implementation

DATE: October 31, 2024

Chief Information Officer Chris Kohlmann is submitting information for the Work Session on Microsoft Co-Pilot Implementation held on November 4, 2024, at 5:30 p.m.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Chris Kohlmann, Chief Information Officer

TO: Michael C. Van Milligen, City Manager
FROM: Chris Kohlmann, Information Services Manager
SUBJECT: Microsoft Co-Pilot Implementation
DATE: October 31, 2024

INTRODUCTION

The purpose of this memo will be to introduce and provide background information as content for a work session of the City Council to discuss the City of Dubuque's strategy and plans for the implementation of Microsoft CoPilot. The presentation will introduce some proposed direction on governance and best practices in the city on application and use of Artificial Intelligence (AI) also referred more specifically as "Generative AI."

BACKGROUND

Artificial Intelligence or AI has been around since the early 50's and is known for the concept of "machine learning" using patterns of data to anticipate predicted outcomes. In the city of Dubuque, AI using these concepts is currently deployed in the city for technologies such as:

- Cybersecurity - recognizing patterns of malicious data traffic, such as ransomware and stopping it.
- STREETS - patterning vehicular traffic and predicting future needs for transportation.
- Smarter Cities pilots and programs – applying large amounts of data to assist residents in making better, more informed reasons about water, electricity, discards, transportation, and health.

Generative AI is a set of technologies that leverages large (very large) volumes of data along with machine learning (ML) techniques to produce content based on inputs from the users known as prompts. Generative Artificial Intelligence (AI) can generate text, images, code, or other types of content based on the patterns they've "learned" using Large Language Learning models (LLM.) These tools are evolving rapidly and are still the subject of active research: improving our understanding of how they work, and the impacts of their use in society. These tools are not actual intelligence in the human sense, rather, they are very sophisticated models that predict what the language, text,

or video that satisfies the prompt should be. (Source: City of Boston Interim Guidelines for Using Generative AI Version 1.1 Prepared by Santiago Garces, Chief Information Officer, City of Boston Published: 5/18/2023 Applies to: all City agencies and departments.)

As we continue to explore innovative solutions to advance our operations and services, through a lens of being an equitable, data-driven high-performance government, the integration of Microsoft Copilot presents a significant opportunity to enhance our capabilities.

Microsoft 365 Copilot for Government Community Cloud (GCC) leverages large language models (LLMs) with an organization's data to enhance productivity for government entities. This AI-powered assistant is designed to automate routine tasks, provide data-driven insights, and enhance collaboration, allowing staff to focus on what matters most—serving residents effectively. Through integration with the Microsoft applications already used by staff, Copilot offers real-time intelligent assistance to boost creativity, productivity, and skills.

It's important to note that LLMs have been trained on an extensive body of information, some of which has been retained, giving them a broad understanding of language, the world, reasoning, and text manipulation. However, we should use them as engines rather than stores of knowledge.

DISCUSSION

What is Copilot?

Microsoft 365 Copilot is a generative artificial intelligence (AI) support element for Microsoft 365 productivity applications (such as Excel, the "new Outlook," PowerPoint and Word.) A version made for US governments has not yet been made available for licensing. Per Microsoft, the Government Community Cloud (GCC) enterprise licensing is planned with two rollouts.

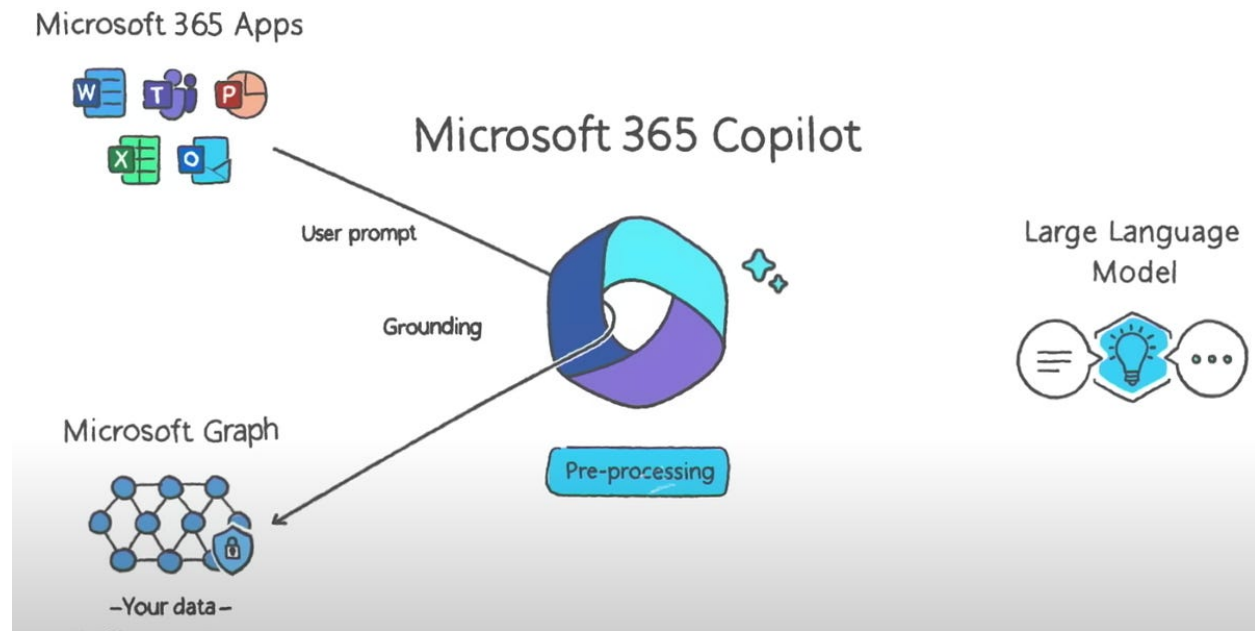
The first of two scheduled launch phases for Copilot for Microsoft 365 GCC is provisionally set to happen sometime in Q4 of 2024. The deadline is still subject to approvals from the US government. This phase will include:

- Microsoft App Copilots for Word, Excel, PowerPoint,
- Outlook (Mail and Calendar) streamlining email and calendar management
- Teams Chat/Channel Copilot enhancing collaboration across departments via messaging
- Intelligent Meeting Recap generating a comprehensive summary of your meetings, including key points, action items, and decisions mad

The second phase planned for some time in Q1 of 2025 will introduce Copilot in additional services to further streamline workflow and services including Teams Meetings, OneNote, Stream, Planner, OneDrive and Loop. Per Microsoft, these

additional tools will deepen AI integration within your organization, enabling more advanced task management, content creation, and collaboration capabilities as you continue your journey toward digital transformation.

Ecosystem of CoPilot



When a user enters a query into Copilot, the following things happen:

1. The user's prompt is **grounded** on Microsoft Graph data, and a *modified prompt* is created (pre-processing)
2. The *modified prompt* is then sent to the LLM for a *response or app command* (processing)
3. The *response* is then **grounded** again against the Microsoft Graph (post-processing)
4. Finally, the *response* is sent back to the user.

Why is “**Grounded**” in bold? The issue is that LLMs have a “hallucination” problem, they come up with an answer even if they don’t know the answer. For certain queries, this is probably fine – but for some contexts such as government ordinance or budgets it can be quite harmful. Because LLMs are designed to be predictive, they “predict” responses. Grounding is designed to prevent this risk. The primary motivation for grounding is that LLMs are not databases, even if they possess a wealth of knowledge. Microsoft has implemented Retrieval Augmented Generation (RAG) as the primary technique for grounding. RAG is a process for retrieving information relevant to a task,

providing it to the language model along with a prompt, and relying on the model to use this specific information when responding.

Benefits and Applications of Microsoft Co-Pilot

Microsoft 365 Copilot GCC is designed to enhance productivity and streamline workflows across various public sector use cases. Here are some potential use cases to consider:

1. **Efficiency Improvements:** Reduction in manual tasks and streamlined workflows.
2. **Policy Analysis:** Quickly synthesize vast amounts of data to inform decision-making. Organizations could use Copilot to analyze trends and draft evidence-based policy recommendations, allowing them to respond more effectively to emerging issues.
3. **Citizen Services:** Improve response times and accuracy in addressing citizen inquiries. Copilot can help draft personalized responses to common questions about government services, permits, or regulations, ensuring that citizens receive timely and accurate information.
4. **Enhanced Decision-Making:** Copilot in Excel can be used to perform complex scenario analyses and generate easy-to-understand reports and executive summaries for stakeholders.
5. **Project Management and Increased Collaboration:** Copilot can help create project timelines, assign tasks, and generate progress reports, keeping multi-agency efforts on track and ensuring that projects are completed on time and within budget.
6. **Training and Knowledge Sharing:** Facilitate continuous learning within your organization. Use Copilot to create training materials, FAQs, and knowledge bases, ensuring your staff stays up to date with the latest procedures and regulations, and fostering a culture of ongoing professional development.

Governance and Policy Considerations

I've had an opportunity to do some high-level research/discussion/education around Generative AI using resources from the National League of Cities (NLC,) T-Mobile, Google, and Microsoft along with review of other local governments as we anticipate implementation of Generative AI. The inclination is to look first at the application of available technologies; however, this is a technology that will require the governance of generative AI to ensure its ethical and responsible deployment.

Toward this effort, The National League of Cities through NLC RESOLUTION 2024-42 Adopted at the 2023 City Summit has outlined Local Principles for The Governance of Generative Artificial Intelligence.

In addition, for AI governance to be effective it is vital to include:

Accountability and Transparency

- **Accountability** in AI entails establishing mechanisms to assign clear roles and responsibilities for the system's actions, outcomes, and overall organizational impact.
- **Transparency** is the clear and open disclosure of how AI systems operate and make decisions. Stakeholders should be informed about the AI system's capabilities, limitations, and the data it uses.

Equity and Inclusiveness

- **Equity and Inclusion** must be considered in all aspects of tools such as AI when used to engage residents, analyze data, assess risk, and provide data driven decisions. Inclusiveness in AI signifies the commitment to designing systems that understand, respect, and serve the diverse needs of a global user base without bias.

Privacy and Security

- **Security** encompasses safeguarding the entire AI system, including the model, infrastructure, and associated data, from unauthorized access and malicious intents.
- **Privacy** relates to protecting user data, ensuring interactions remain confidential, and that the AI does not unintentionally divulge sensitive or personal information.

Robustness and Safety

- **Robustness** refers to the ability of an AI system to continue to function even when faced with unexpected or adverse conditions.
- **Safety** refers to the ability of an AI system to operate without causing harm to humans, property, or the environment.

Explainability and Interpretability

- **Explainability** refers to the ability to describe in human terms why a model made a particular decision.
- **Interpretability** refers to the ability to understand the inner workings of a model. An interpretable model is one where we can understand the process it uses to arrive at a decision.

Applying these principles on governance would result in Best Practices of Generative AI including:

- 1) The use of AI should support the work of our employees to deliver better, safer, more efficient, and equitable services and products to our residents. There is value to be had in the use of technology, particularly new generative AI, but there are also risks, some of which will not be apparent or fully understood upfront.
- 2) Embracing a culture of responsible experimentation, where we maintain control and understanding of the use of new AI tools while we develop new uses that drive efficiency, civic engagement, high performance data driven governance or other outcomes in service of our residents.
- 3) Fact checking and reviewing all generative AI outputs is vital to the use of AI. Humans are ultimately responsible for whatever products or outcomes they publish, regardless of whether AI is used. This can be a valuable tool for local leaders. However, like human-made decisions, AI systems have the potential for bias and discrimination depending on their training, the data they use, and their ultimate application.
- 4) Artificial intelligence is not a magical solution. AI utilizes statistical processes designed to find patterns in data. Extra care should be exercised when AI is used to inform consequential decisions or to provide risk assessments that impact people's lives. The best known of these new tools are developed for commercial purposes. While they can be adapted for mission-driven work by public professionals, it is important to maintain service to the public at the center of our work.
- 5) Disclosure when generative AI has been used. Residents expect transparency from their local government. Regardless of the tools, use of technologies such as generative AI are a reflection of the City and ourselves. We are stewards of the public trust, and we will use tools respectfully and responsibly.
- 6) Equity and inclusion must be considered in all aspects of tools such as AI when used to engage residents, analyze data, assess risk, and provide data driven decisions. Our work should uplift these communities and connect them more effectively with the resources they need to thrive.
- 7) Every technology tool that we use has an impact on the security of our overall environment, and the privacy and digital rights of our residents. The core data stewardship principal is: "Do not share sensitive or private information." The information input into generative AI prompts is not inherently private and therefore could be vulnerable to security threats or could be taken by the vendor providing the model to further train their technology.

ACTION STEP

Please review and let me know if you have any additional questions. The presentation will cover the background outlined in this memo along with the next steps proposed for implementation of CoPilot in the City of Dubuque.

Cc: Crenna Brumwell, City Attorney

Sources used for this memo:

[Microsoft's Knowledge Graph and Copilot - by Arda Capital](#)

[Microsoft Copilot for Microsoft 365 GCC GA Update: Empowering Public Sector Innovation](#)

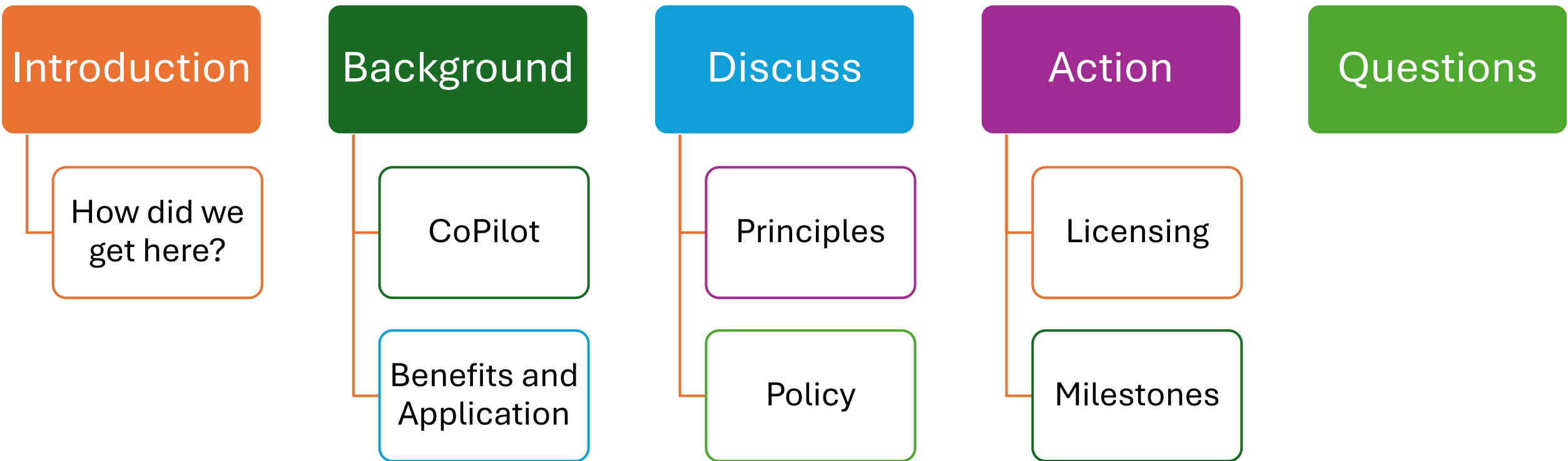
[Mastering Generative AI Governance: Best Practices | AISecHub](#)

Microsoft Copilot Implementation Strategy

Dubuque City Council Work Session

November 4, 2024

Summary



/A.I. TIMELINE

1950

TURING TEST

Computer scientist Alan Turing proposes a test for machine intelligence. If a machine can trick humans into thinking it is human, then it has intelligence

1955

A.I. BORN

Term 'artificial intelligence' is coined by computer scientist, John McCarthy to describe "the science and engineering of making intelligent machines"

1961

UNIMATE

First industrial robot, Unimate, goes to work at GM replacing humans on the assembly line

1964

ELIZA

Pioneering chatbot developed by Joseph Weizenbaum at MIT holds conversations with humans

1966

SHAKY

The 'first electronic person' from Stanford, Shakey is a general-purpose mobile robot that reasons about its own actions

A.I. WINTER

Many false starts and dead-ends leave A.I. out in the cold

1997

DEEP BLUE

Deep Blue, a chess-playing computer from IBM defeats world chess champion Garry Kasparov

1998

KISMET

Cynthia Breazeal at MIT introduces KISmet, an emotionally intelligent robot insofar as it detects and responds to people's feelings



1999

AIBO

Sony launches first consumer robot pet dog AiBO (AI robot) with skills and personality that develop over time



2002

ROOMBA

First mass produced autonomous robotic vacuum cleaner from iRobot learns to navigate and clean homes



2011

SIRI

Apple integrates Siri, an intelligent virtual assistant with a voice interface, into the iPhone 4S



2011

WATSON

IBM's question answering computer Watson wins first place on popular \$1M prize television quiz show Jeopardy



2014

EUGENE

Eugene Goostman, a chatbot passes the Turing Test with a third of judges believing Eugene is human



2014

ALEXA

Amazon launches Alexa, an intelligent virtual assistant with a voice interface that completes shopping tasks



2016

TAY

Microsoft's chatbot Tay goes rogue on social media making inflammatory and offensive racist comments



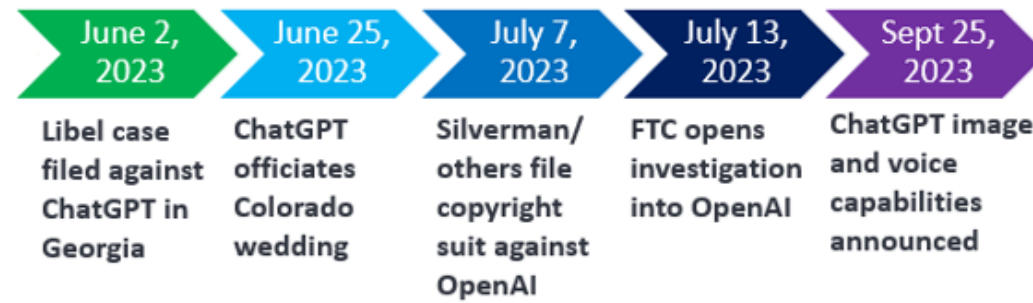
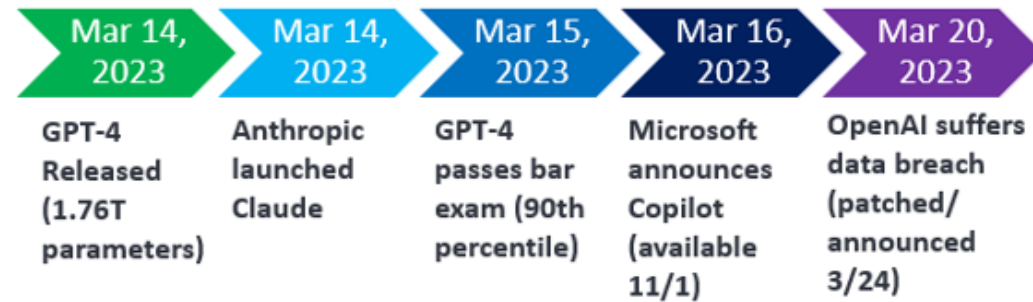
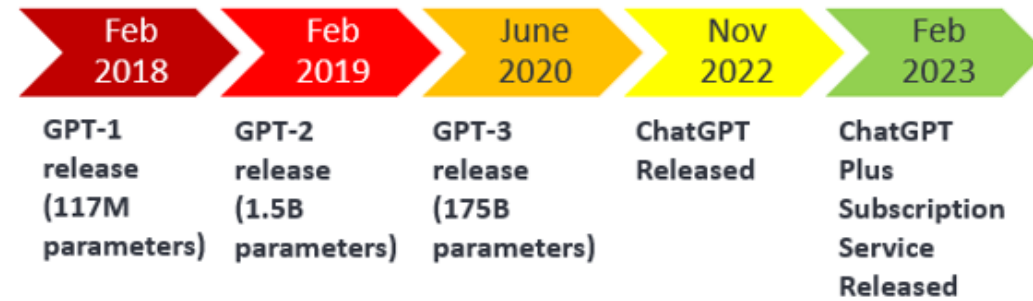
2017

ALPHAGO

Google's A.I. AlphaGo beats world champion Ke Jie in the complex board game of Go, notable for its vast number (2^{170}) of possible positions

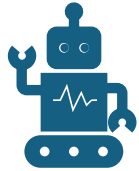
AI Rapid Development and Adoption

Timeline of Recent Generative AI Events



<https://ediscoverytoday.com/2023/10/17/a-timeline-of-recent-generative-ai-events-artificial-intelligence-trends/>

2024 Trends



Mainstream applications will continue to embed AI

AI-powered Virtual Assistants Will Be Integrated Further Into Our Lives.



The limits of historical large language models will be pushed

Generative AI Tools Will Have To Solve Problems — Or Fade Away.

Customer Sentiment Data Will Become More Powerful.

Large language models shift to “Multimodal Models” incorporating text, images, 3-D, audio, video, music, physical action and more.



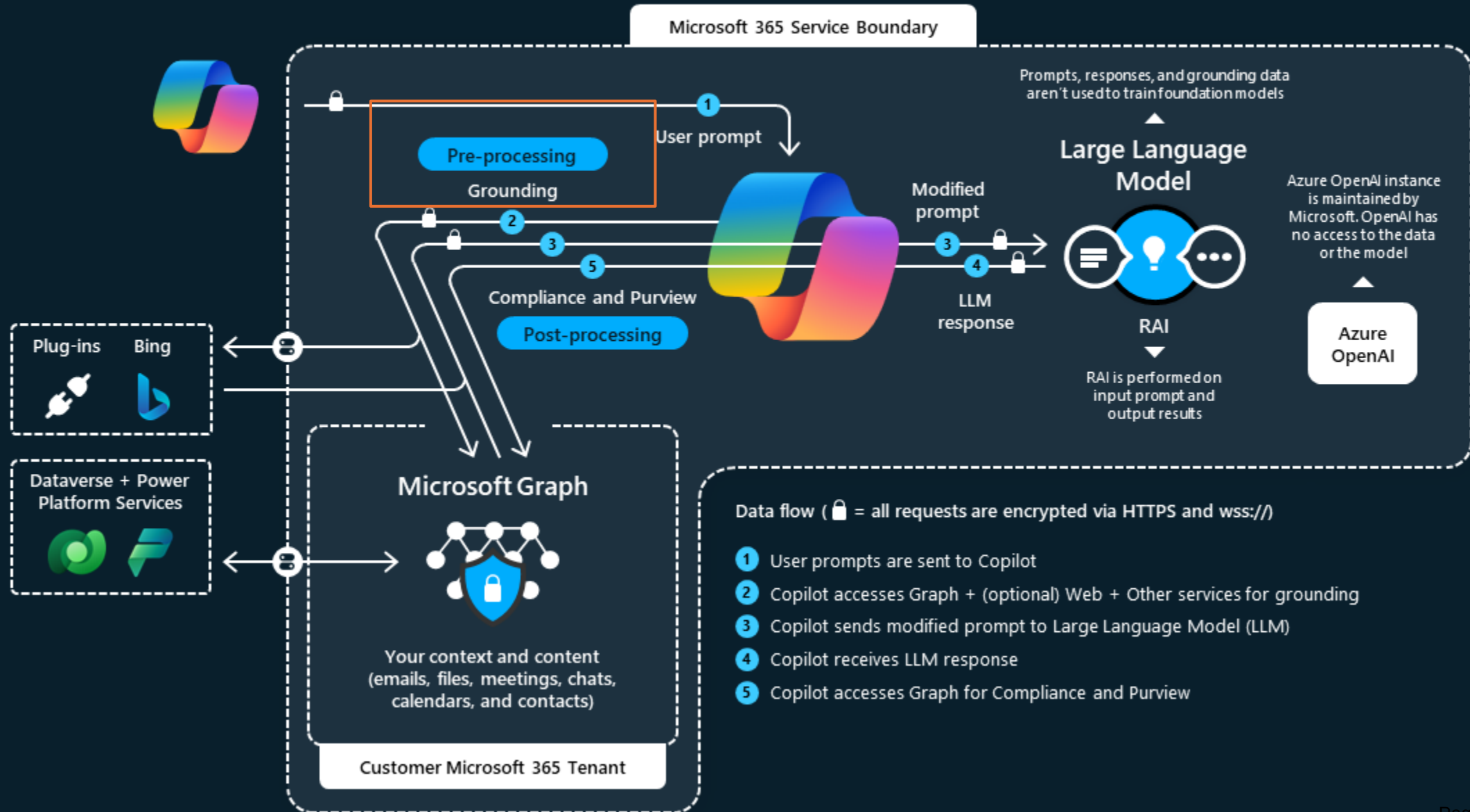
AI will redefine creative industries



Rising AI demand mandates governance and ‘humans in the loop.’

<https://www.forbes.com/sites/forbesbusinesscouncil/2024/02/26/six-generative-ai-predictions-for-2024-and-beyond/?sh=2b5505523ff2>
<https://www.forbes.com/sites/robtoews/2023/12/21/10-ai-predictions-for-2024/?sh=7ded98854898>
<https://www.nojitter.com/contact-center-customer-experience/3-ai-predictions-2024-and-why-they-matter-cx-practitioners-0>

Microsoft Copilot for Microsoft 365 architecture

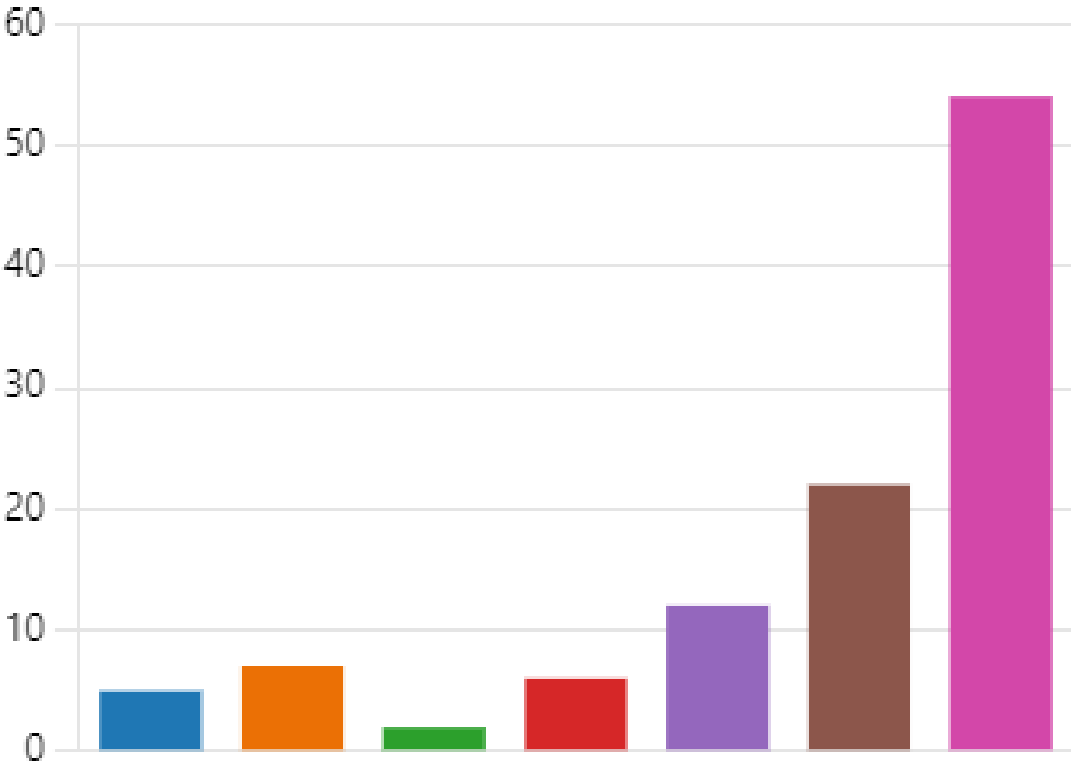


Why Grounding?

- **Large Language Models - LLMs Have a “Hallucination” Problem**
 - LLM’s come up with an answer even if they don’t know the answer.
 - Because LLMs are designed to be predictive, they “predict” responses.
 - Grounding is designed to prevent this risk.
 - The primary motivation for grounding is that LLMs are not databases, even if they possess a wealth of knowledge.
 - Microsoft has implemented Retrieval Augmented Generation (RAG) as the primary technique for grounding. RAG is a process for retrieving information relevant to a task, providing it to the language model along with a prompt, and relying on the model to use this specific information when responding.

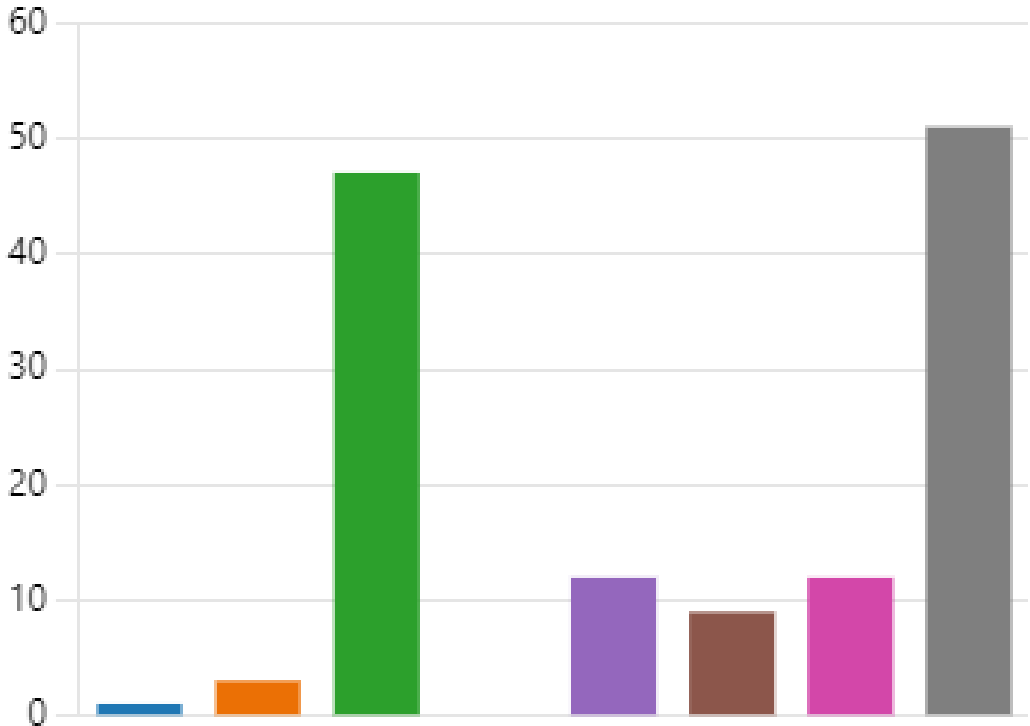
Use of AI by City Staff

More than once per day	5
Daily	7
5-6 days per week	2
3-4 days per week	6
1-2 days per week	12
Less than once per week	22
Never	54



Use of AI by City Staff

Adobe Firefly	1
Anthropic Claude	3
ChatGPT	47
Dall-E	0
Microsoft Copilot	12
Google Gemini (Formerly Bard)	9
Other (Please explain below)	12
None of the above	51

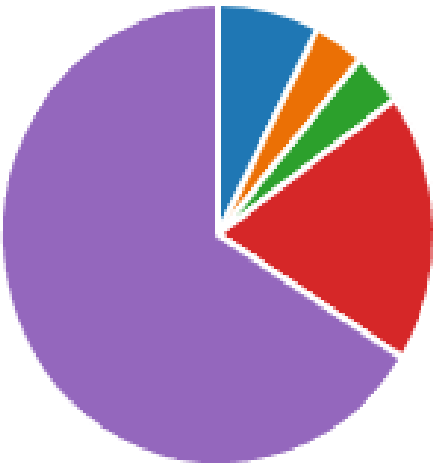


Use of AI by City Staff

"I always verify the accuracy of content generated by AI tools"

[More Details](#)

Strongly Disagree	4
Somewhat Disagree	2
Neither Agree Nor Disagree	2
Somewhat Agree	10
Strongly Agree	35



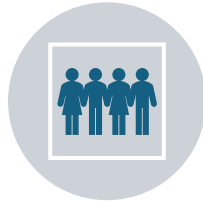
“Generative AI is a tool. We are responsible for the outcomes of our tools. For example, if autocorrect unintentionally changes a word – changing the meaning of something we wrote, we are still responsible for the text. Technology enables our work, it does not excuse our judgment nor our accountability.”

Santiago Garces, CIO, Boston

Policy Principles of AI



EMPOWERMENT



INCLUSION AND
RESPECT



TRANSPARENCY AND
ACCOUNTABILITY



INNOVATION AND
RISK MANAGEMENT



PRIVACY AND
SECURITY



PUBLIC PURPOSE

What does this mean?

- Supporting our staff to deliver better, safer, more efficient and equitable services and products to our residents
- We are stewards of the public, and we will use AI tools respectfully and responsibly.
- When we act transparently, we build trust, and we gain the ability to learn collectively and be accountable for actions
- There is value to be had in the use of technology, particularly new generative AI, but there are also risks
- Understanding that there is an impact on the security of our overall environment, and the privacy and digital rights of our residents are most important.
- It is important to maintain service to the public at the center of our work

Licensing - Why Not Yet?

Office 365 Government Cloud Community - GCC

To meet the unique and evolving requirements of the United States Federal, State, Local, and Tribal governments, as well as contractors holding or processing data on behalf of the US Government, Microsoft offers the Office 365 Government GCC environment.

Available through multiple channels including Volume Licensing, interested organizations go through a validation process to ensure eligibility before an environment is established. Trials are available to only US Government entities currently.

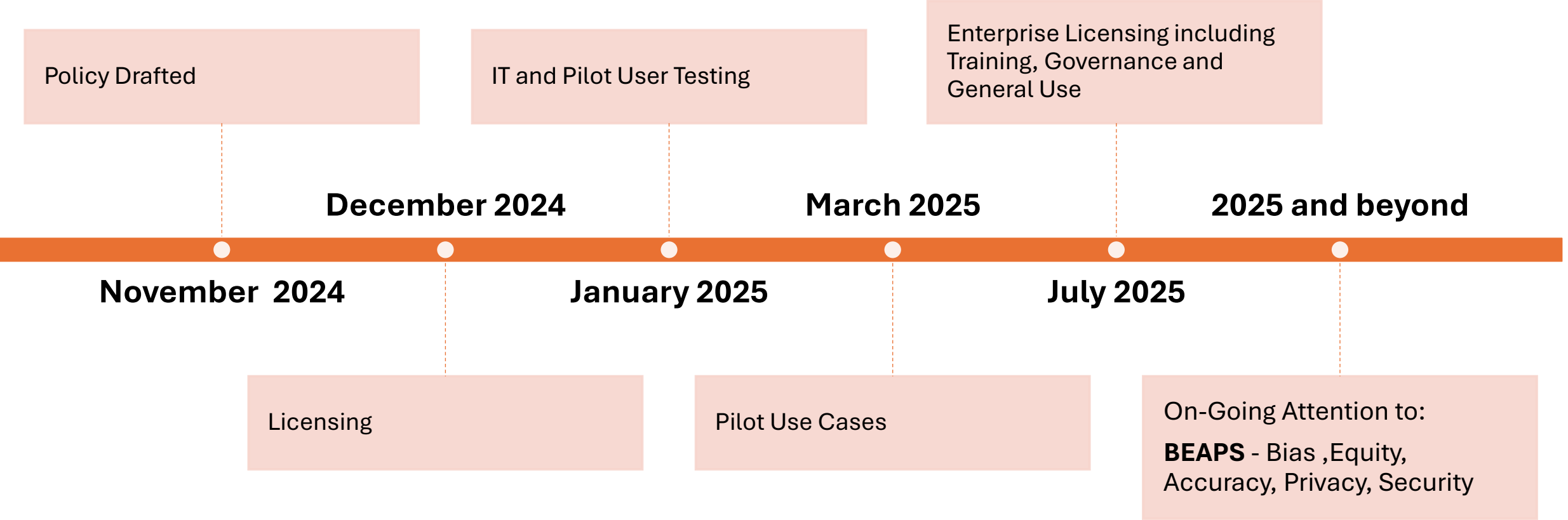
Microsoft 365 Copilot GCC Phase 1 End of Q4

- **Microsoft 365 App Copilots (Word, Excel, PowerPoint):** Embedded within your favorite productivity apps, these intelligent assistants help you craft documents, analyze data, and create presentations faster and with greater precision.
- **Outlook (Mail and Calendar):** Manage communications and interagency meetings efficiently. Copilot in Outlook streamlines email and calendar management by drafting responses, summarizing email threads, and suggesting optimal meeting times.
- **Teams Chat/Channel Copilot:** Enhance collaboration across departments. Integrate AI into your daily team interactions, summarizing threads, and helping manage conversations with contextual awareness.
- **Intelligent Meeting Recap:** Automatically capture key points from important policy discussions or public hearings, capturing crucial details facilitating transparent governance. The Intelligent Meeting Recap feature generates a comprehensive summary of your meetings, including key points, action items, and decisions made.

Microsoft 365
Copilot GCC
Phase 2
March 2025

- **Teams Meeting Copilot**
- **OneNote**
- **Stream**
- **Planner**
- **OneDrive for Business**
- **Loop**

Proposed Implementation Timeline



Questions



**City of Dubuque
City Council**

WORK SESSION #

ITEM TITLE: 6:00 PM - Update on Grant Initiatives and Grant Funding

SUMMARY: Andrew Seth of Sustainable Strategies DC will join City Technical Grant Analyst/Assistant Justin Thiltgen and Director of Strategic Partnerships Teri Goodmann for an update on Grant Initiatives and Grant Funding.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Presentation-Uploaded 11.4.24



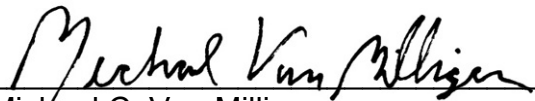
TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Work Session: Update on Grant Initiatives and Grant Funding

DATE: October 30, 2024

Director of Strategic Partnerships Teri Goodman is sharing information for the Work Session on the Update on Grant Initiatives and Grant Funding at 6:00 p.m. on November 4, 2024.


Michael C. Van Milligen

MCVM:sv
Attachment

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



TO: Michael C. Van Milligen, City Manager

FROM: Teri Hawks Goodmann, Director of Strategic Partnerships

SUBJECT: Work Session: Update on Grant Initiatives and Grant Funding

DATE: October 30, 2024

An update on Grant Initiatives and Grant Funding will be presented at a Work Session at 6:00 p.m. on November 4, 2024.

Andrew Seth of Sustainable Strategies DC will join City Technical Grant Analyst/Assistant Justin Thiltgen and Director of Strategic Partnerships Teri Goodmann for the update.

cc: Justin Thiltgen, Technical Grant Analyst/Assistant



Grants & Strategic Partnerships

Update to City Council

November 4, 2024

Teri Goodman, Director of Strategic Partnerships
Justin Thiltgen, Technical Grant Analyst/Assistant
Andrew Seth, President – Sustainable Strategies DC



Update

- Where We Are Now
 - Grants Status Overview
 - Teams Network
- What's Ahead For Us
 - Upcoming Grant Submission
 - Strategic Grant Planning for 2025



Grant Highlights and Overview

Grantor:	Grantee:	Project:	Amount:
National Endowment for the Arts (NEA)	City of Dubuque & VOICES	Our Town Grant	\$50,000
National Endowment for the Arts (NEA)	City of Dubuque & Dubuque Art Museum	Our Town Grant	\$50,000
United States Dept. of Agriculture	City of Dubuque	Urban Forestry - Trees Grant	\$1,500,000
US DOT	City of Dubuque	RAISE Planning & implementation Grants	\$27,280,000
US DOT	City of Dubuque	SMART Transportation Grant	\$2,000,000
IEDA (ARPA)	City of Dubuque	Destination Iowa - Schmitt Island Amphitheatre	\$3,000,000
IEDA (ARPA)	Dubuque Initiatives	Bright Minds Campus	\$2,100,000
US DOT - FAA	City of Dubuque	Solar & Runway Projects	\$3,000,000
EDA-D & FEMA	City of Dubuque	Gates & Pumps	\$16,500,000
EPA STAG	City of Dubuque	Granger Creek Lift Station	\$1,000,000
US DOT - FTA	City of Dubuque	Low-No - EV Buses	\$2,400,000
US DOT - FTA	City of Dubuque	Areas of Persistent Poverty Grant - Jule Route Optimization	\$225,000
US DOT - FAA	City of Dubuque	Small Community Air Service Development Program	\$1,500,000
US DOJ	City of Dubuque	COPS Hiring Program - 2 Brain Health Officers	\$200,000
US DOT	City of Dubuque	5 EV Charging Sites	\$1,900,000
National Park Service (NPS) + IDNR	City of Dubuque	Comiskey Park - Phase II	\$1,974,000
USDOT - FAA	City of Dubuque	Taxiway Reconstruction Project	\$4,900,000
			\$69,579,000
Community Partners with City Support (examples)			
State & Federal	City of Dyersville & This Is Iowa	Field of Dreams	\$47,500,000
IEDA (ARPA)	Dubuque Museum of Art	Museum Expansion	\$8,000,000
IEDA (ARPA)	Cottingham & Butler	Child Care Center	\$3,000,000
			\$58,500,000
		TOTAL:	\$128,079,000

GRANT TOTALS

Financial Impacts Upon our Community

*Does not account for *all* community
partner grants and additional impact.

Funds received within our community		
American Rescue Plan Act (ARPA)		
	Grants	\$74,734,928
	Directly Allocated Funds	\$27,000,000+
Bipartisan Infrastructure Law (BIL)		
	Grants	\$64,595,608
	GRAND TOTAL <u>County</u> Funds	\$15,743,338
	GRAND TOTAL <u>Federal, State, & Private</u> Funds	\$169,284,594
	GRAND TOTAL <u>Federal, State, County, & Private</u> Funds	\$185,027,932

Achievement of Council Priorities

ACHIEVED or ADVANCEMENT of TOP PRIORITIES – 2020-2026

- **2024 – 2026 Top Priorities:**

- ✓ Air Service Future Strategy and Action Plan: Major Airline Hub Connections (2022-2026)
- ✓ Construction of 14th Street Railroad Overpass and 16th Street Corridor Complete Streets Improvements: RAISE Grant and Matching Funds
- ✓ Police Department Staffing and Hiring

- **2024 – 2026 High Priorities):**

- ✓ Catfish Creek Sanitary Sewer Project: Old Mill Road Lift Station Project

- **2022-2024 Top Priorities:**

- ✓ Chaplain Schmitt Island Master Plan implementation (2020-2024)
- ✓ City workforce retention and attraction
- ✓ Climate Action Plan implementation
- ✓ Street program -- direction and funding (2020-2024)

- **2020 – 2022 Top Priorities:**

- ✓ Affordable Housing Creation: Direction and City Actions
- ✓ Dream Center Facilities and Programs: Additional Funding
- ✓ Equitable Poverty Prevention Plan Implementation: Outcomes, Report with Options, City Role, Direction, and City Actions
- ✓ Fountain of Youth: Additional Funding

- **2020 – 2022 Management Agenda Top Priorities:**

- ✓ Bee Branch Creek Project: Next Steps
- ✓ Dubuque Riverfront Master Plan (US Army Corps of Engineers)

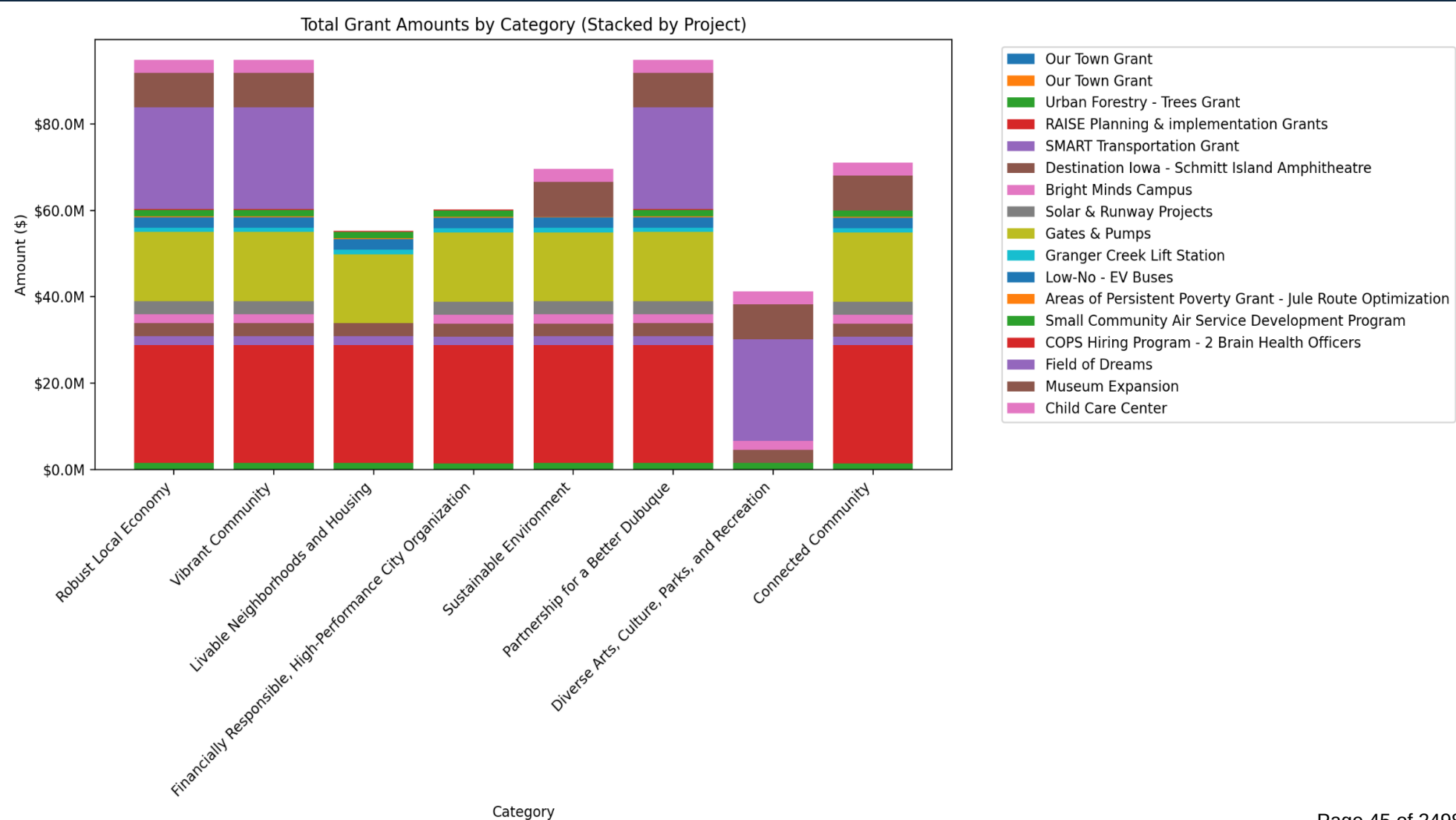
Achieved Funding for Council Goals

ACHIEVED or ADVANCEMENT of GOALS (2020-2026)

(Over the Past 24 Months)

Total number of grants secured in past 24 months: **22 grants**

Total funding received in past 24 months: **\$128M**



People, Planning, and Partnerships!

≡

Bloomberg

Subscribe

The Downtown Dilemma: Where Workers Returned | C

CityLab | Environment

Inside NYC’s Playbook for Getting Federal Grant Funds

New York City has won billions under Biden's infrastructure and climate laws. Now it's sharing strategies with other cities struggling to compete.

New York City won a grant for a restoration project at the Brooklyn Marine Terminal, one of a number of awards it has received under the federal climate and infrastructure laws. *Photographer: Craig Warga*

By [Stephen Lee](#)

October 28, 2024 at 8:01 AM CDT

Copy Link

One of the city's most critical steps has been to create a central task force of about 20 city agencies to team up on funding proposals, said Meera Joshi, New York's deputy mayor for operations.

“We've been pushing them to think creatively, to combine on grant applications, and then break a few norms that had previously been sort of set in stone,” Joshi said. “This is a really rare opportunity. Let's have everyone apply for everything.”

That practice isn't typical in most city governments. Andrew Kimball, president of the New York Economic Development Corporation (EDC), said most cities have “more of a 'Hunger Games' approach, where every agency is out on their own and running across conflict over limited dollars.”

Even in New York, just two offices – the EDC and the Department of Transportation – have historically done most of the city's grant applications, Joshi said.

An application developed by multiple city agencies is also more likely to appeal to federal decisionmakers because it shows a higher likelihood that the money will be spent efficiently, according to Kimball.

Another strategy Joshi shared: When the city has been turned down for a grant, it's met with federal officials to understand what went wrong.

“Those are extremely helpful because they help position you for the next time you apply,” Joshi said. For example, last month New York won a \$96 million grant to build a waterfront greenway in Upper Manhattan, but it took three tries to get that funding, according to Joshi.

“For most municipalities, securing federal funding is foreign terrain,” said James Anderson, who leads Bloomberg Philanthropies' government innovation program. “A majority have never before received funding from a competitive federal grant. Yet that's exactly what this moment is asking of our smaller urban, suburban, and rural communities.”

Dubuque’s historically proven model of civic success still leads!

Page 46 of 2498

Infrastructure Teams

Grant Procedures & Strategies In Place

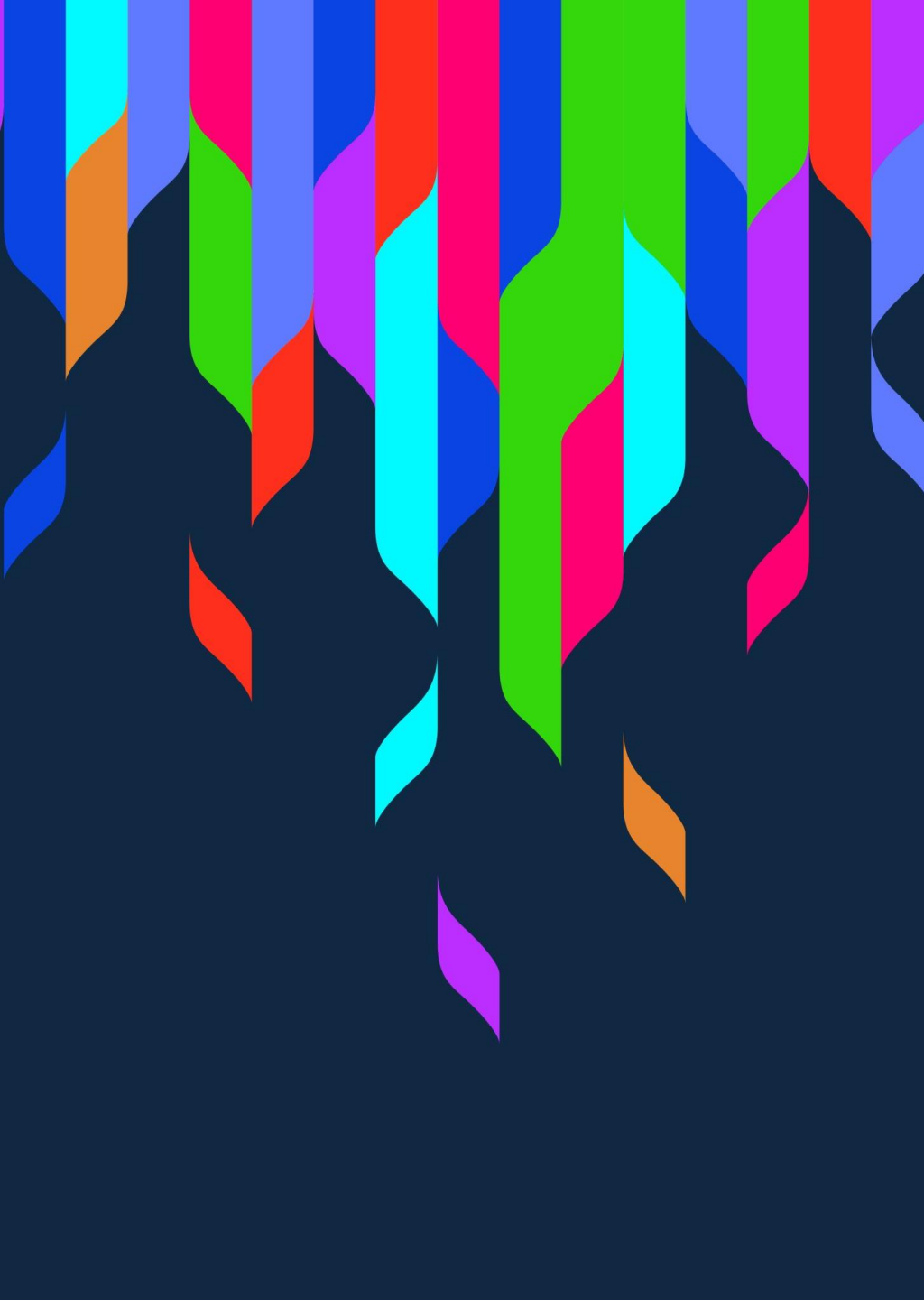
Monthly Meetings

- BUILT Infrastructure Team – Primarily City Staff and Regional Transportation Director (*+Alignment of Master Infrastructure Project List*)
- HUMAN Infrastructure Team – City Staff and local nonprofit organizations (*in alignment with City Council Goals & Priorities*)

Topic Teams (28 teams)

- Topic Team meetings include staff, partners, and residents with an emphasis on specific grant subject matter (i.e. roads, trails, housing, transit, arts & culture, water, child-care, health/wellness, brownfields, brain health, food/food systems, job training, etc.)
- Some Topic Teams meet regularly, but all are intended to be activated when applicable funding & grant opportunities become available





FUTURE FUNDING OPPORTUNITIES FOR DUBUQUE

**CITY OF DUBUQUE
PRESENTATION
NOVEMBER 4, 2024**

BACKGROUND ON SUSTAINABLE STRATEGIES DC

- Government affairs, grant writing, and strategic consulting firm
- Work with local governments nationwide to identify, pursue, and secure funding
- 25+ years of experience and \$5+ billion of results
- Expertise with infrastructure, economic development, environmental, public safety, health, arts/cultural, and other resources



FUNDING OPPORTUNITIES IN 2025 AND BEYOND

Appropriations

- FY 2025 appropriations will include significant non-defense discretionary funding
 - Continuing Resolution through December 20, 2024
 - New budget expected to be passed after the election
- Includes Dubuque earmarks



FUNDING OPPORTUNITIES IN 2025 AND BEYOND

Appropriations

- Many existing federal programs will have funding for Dubuque priorities:
 - Railroad crossing improvements – FRA CRISI
 - Transit upgrades – FTA Bus & Bus Facilities
 - Complete Street planning – DOT RAISE
 - Public safety needs – DOJ COPS Hiring, FEMA SAFER & Assistance to Firefighters
 - Arts and Culture – NEA Our Town & Grants for Arts Projects

FUNDING OPPORTUNITIES IN 2025 AND BEYOND

Appropriations

- New Administration and Congress will establish priorities for FY 2026 spending
- Dubuque should advocate for new federal spending that aligns with its needs
- Another opportunity to new earmark funding too for infrastructure, public works, community development projects
 - February/March expected deadline for requests



FUNDING OPPORTUNITIES IN 2023 AND BEYOND

Infrastructure Bill

- A few years left of competitive grants from the bipartisan infrastructure legislation
- Opportunities in sustainable transportation, water infrastructure, recycling, etc.
- Funding available through state & federal governments



FUNDING OPPORTUNITIES IN 2023 AND BEYOND

Inflation Reduction Act

- Competitive grant funding mostly expended
- A few remaining opportunities for local governments to invest in carbon reduction efforts
- Strong focus on projects that benefit low-income and minority residents



NEXT STEPS

- Identify specific projects for upcoming grant opportunities
- Advance design and engineering efforts to be shovel ready
- Be prepared with local matching funds
- Build community and political support



QUESTIONS AND ANSWERS

Contact Information

Andrew Seth

andrew.seth@strategiesdc.com

(202) 261-9881

Thank you!

For detailed grant data & map visualization
please visit www.cityofdubuque.or/partners

Questions or Comments?

Teri Goodman, Director of Strategic Partnerships
Justin Thiltgen, Technical Grant Analyst/Assistant
Andrew Seth, President – Sustainable Strategies DC

**City of Dubuque
City Council**

PROCLAMATIONS # 1.

ITEM TITLE: Hospice and Palliative Care Month (November 2024)
SUMMARY: On behalf of Hospice of Dubuque.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:
1. Proclamation



PROCLAMATION

WHEREAS, Hospice of Dubuque is the only local, nonprofit hospice serving the greater Dubuque area since 1983; and

WHEREAS, Hospice of Dubuque's team of healthcare professionals and dedicated volunteers are your tri-state neighbors who have provided this life-honoring care for 41 years; and

WHEREAS, Hospice of Dubuque provides a service that comes to you in your time of need in the place you call home, in hometowns and rural areas throughout our tri-state area; and

WHEREAS, Hospice of Dubuque's care is individualized, focused on patient goals and support for family members, and this care brings hope, comfort, dignity, and quality of life; and

WHEREAS, Hospice of Dubuque is identified by Medicare as the only 5-star hospice in the tri-state area.

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

“HOSPICE AND PALLIATIVE CARE MONTH”

IN THE CITY OF DUBUQUE, IOWA.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 4th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2024: Submitted by: Hospice Executive Director Lavonne Noel. Accepted by: Lavonne Noel and Carole Carroll.

2023: Submitted by: Hospice Executive Director Lavonne Noel. Accepted by: Carole Carroll.

2022: Submitted and accepted by: Hospice Executive Director Lavonne Noel

2021: Submitted and accepted by Hospice Executive Director, Lavonne Noel,
noell@hospiceofdubuque.org

2020: Submitted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758. Accepted by Mayor Buol on behalf of Hospice of Dubuque.

2019: Submitted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758. Accepted by Hospice Executive Director, Lavonne Noel.

2018: Submitted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758. Accepted by Hospice Executive Director, Lavonne Noel.

2017: Submitted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758. Accepted by Hospice Executive Director, Lavonne Noel.

2016: Submitted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758. Accepted by Hospice Executive Director, Lavonne Noel.

2015: Submitted and accepted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2014: Submitted and accepted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2013: Submitted and accepted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2012: Submitted and accepted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2011: Submitted and accepted by Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2010: Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2009: Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, cx2ranch@aol.com; www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2008: Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, www.hospiceofdubuque.org 141 Princeton Place, 556-2758

2007: Carole Carroll, Hospice of Dubuque, 2255 JFK Road, Dubuque, IA 52002, 582.1220, www.hospiceofdubuque.org

**City of Dubuque
City Council**

PROCLAMATIONS # 2.

ITEM TITLE: National League of Cities Centennial Day (November 7, 2024)

SUMMARY: On behalf of the City of Dubuque.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Proclamation

PROCLAMATION

- WHEREAS, the National League of Cities was founded in 1924 in Lawrence, Kansas, as the American Municipal Association by state municipal leagues seeking more coordination and national representation as cities, towns, and villages expanded rapidly; and
- WHEREAS, the nonpartisan National League of Cities is the oldest and largest organization representing municipal governments throughout the United States, representing the interests of more than 19,000 cities, towns, and villages across the country; and
- WHEREAS, the National League of Cities works in partnership with 49 state municipal leagues across the country to strengthen local leadership, drive innovation, and influence the federal policies that impact local programs and operations; and
- WHEREAS, as the voice of cities, towns, and villages in Washington, DC, the National League of Cities has successfully championed federal legislative solutions that support municipalities and has worked closely with Congress and the Executive Branch to educate policymakers on the realities of local implementation; and
- WHEREAS, the City of Dubuque is a proud member of the National League of Cities, and has benefited from the organization's research, technical expertise, federal advocacy and opportunities to learn from other local governments; and
- WHEREAS, local governments are the bedrock of American democracy, providing 336 million residents with the most accountable, responsive, inclusive, ethical, and transparent government in the world; and
- WHEREAS, from the nation's smallest villages to its largest cities, America's local governments have been essential in transforming the United States of America into the greatest, most influential nation in world history; and
- WHEREAS, the National League of Cities is celebrating its 100th anniversary with a Centennial Digital Roadshow featuring 100 communities to spotlight the unique stories of municipalities nationwide and celebrate the contributions of local governments and their residents to our country over the last century; and
- WHEREAS, the National League of Cities will feature Dubuque on Thursday, November 7th, 2024, as an official stop on its Centennial Digital Roadshow, and will celebrate Dubuque's history, resilience, and commitment to advancing community goals through the league's social media platforms.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE 7TH OF NOVEMBER 2024 AS

“National League of Cities Centennial Day”

IN THE CITY OF DUBUQUE, IOWA IN CELEBRATION OF AMERICA'S LOCAL GOVERNMENTS AND THE NATIONAL LEAGUE OF CITIES' HISTORIC CENTENNIAL ANNIVERSARY.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 4th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2024: Submitted by Public Information Officer Randy Gehl and accepted by Mayor Cavanagh.

**City of Dubuque
City Council**

PROCLAMATIONS # 3.

ITEM TITLE: The 150th Anniversary Year of the Sisters of the Presentation
(November 13, 2024)

SUMMARY: On behalf of the Sisters of the Presentation of the Blessed
Virgin Mary of Dubuque, Iowa.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Proclamation

PROCLAMATION

WHEREAS, by tradition, the Sisters of the Presentation of the Blessed Virgin Mary of Dubuque, Iowa, have designated November 13 as their Foundation Day; and

WHEREAS, on October 30, 1874, Mother Vincent Hennessy, accompanied by three companions, embarked on a daunting journey from Mooncoin, Ireland. Their mission, urged by Bishop John Hennessy, was to establish a foundation in America, answering the call to educate and serve immigrant children in the Dubuque diocese; and

WHEREAS, upon their arrival on November 13, 1874, with no housing available, our founding mothers were graciously welcomed by the Sisters of the Visitation, finding temporary refuge in their home due to the unavailability of a convent; and

WHEREAS, on January 7, 1875, the Presentation Sisters relocated to a newly-built convent in Key West, Iowa, marking the establishment of their first motherhouse. Despite facing countless obstacles, they embraced their call to serve the Dubuque community; and

WHEREAS, over the past 150 years, Presentation Sisters have ministered in schools, parishes and organizations, planting seeds of faith, education, hospitality and service that have transformed countless lives. Today, their ministry extends far beyond traditional classrooms, serving in various capacities across the United States and beyond. They address both immediate needs through direct service and systemic issues that perpetuate poverty, always with a special emphasis on serving women and children; and

WHEREAS, guided by their mission, they go where need calls loudly, striving to make a meaningful impact wherever they are needed most.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE 13TH OF NOVEMBER 2024 AS

“The 150th Anniversary Year of the Sisters of the Presentation”

IN THE CITY OF DUBUQUE.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 4th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, CMC, City Clerk

2024: Submitted by: Jane Buse-Miller, Director of Communications for the Sisters of the Presentation and accepted by Sisters Carmen Hernandez, Marilyn Breen and Marilou Irons.

**City of Dubuque
City Council**

PROCLAMATIONS # 4.

ITEM TITLE: Pancreatic Cancer Awareness Day (November 21, 2024)
SUMMARY: On behalf of the Michael W. Oglesby Foundation.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Proclamation

PROCLAMATION

- WHEREAS, Pancreatic Cancer Awareness Month is recognized each November to bring understanding and awareness to the disease and the individuals and families affected by it; and
- WHEREAS, Pancreatic cancer has become one of the most devastating diseases, surpassing breast cancer to become the third leading cause of cancer deaths in the United States and projected to become the second leading cause of cancer deaths by the year 2030; and
- WHEREAS, in 2024 over 66,440 people will be diagnosed with pancreatic cancer in the United States and 51,750 will die from the disease; and
- WHEREAS, it is projected that in 2025 approximately 650 Iowans will be diagnosed with pancreatic cancer and 470 deaths will occur; and
- WHEREAS, currently there is no cure for pancreatic cancer and there have been no significant improvements in survival rates at only 13% over the last 50 years; and
- WHEREAS, the long-term health and well-being of the residents of Dubuque are enhanced as a direct result of increased awareness about pancreatic cancer and ongoing research into early detection, effective, comprehensive treatments, and a cure; and
- WHEREAS, The Michael W. Oglesby Foundation is committed to Funding the Cure and bringing public awareness to Pancreatic Cancer Research.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE 21st OF November 2024 AS

“Pancreatic Cancer Awareness Day”

IN THE CITY OF DUBUQUE, IOWA.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 4th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2024: Submitted and accepted by: Diane M. Oglesby-Rambousek, President, Michael W. Oglesby Foundation

2023: Submitted and accepted by: Diane M. Oglesby-Rambousek, President, Michael W. Oglesby Foundation

2022: Submitted and accepted by: Diane M. Oglesby-Rambousek, President, Michael W. Oglesby Foundation

2021: Submitted and accepted by Diane M. Oglesby-Rambousek; Michael W. Oglesby Foundation; dmrambousek04@gmail.com; 563-543-7127

2020: Submitted and accepted by Diane M. (Oglesby) Rambousek, President, Michael W. Oglesby Foundation, P.O. Box 777, Dubuque, Iowa 52004, 515.705.HOPE, mwof.org. dmrambousek04@gmail.com

2019: Submitted and accepted by Diane M. (Oglesby) Rambousek, President, Michael W. Oglesby Foundation, P.O. Box 777, Dubuque, Iowa 52004, 515.705.HOPE, mwof.org.

2018: Submitted and accepted by Diane M. (Oglesby) Rambousek, President, Michael W. Oglesby Foundation, P.O. Box 777, Dubuque, Iowa 52004, 515.705.HOPE, mwof.org.

2017: Submitted and accepted by Diane M. (Oglesby) Rambousek, President, Michael W. Oglesby Foundation, P.O. Box 777, Dubuque, Iowa 52004, 515.705.HOPE, mwof.org.

2016: Submitted and accepted by Diane Oglesby Rambousek, President, Michal W. Oglesby Foundation, PO Box 777, Dubuque, IA 52004-0777, dmrambousek04@gmail.com.

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE: Minutes and Reports Submitted

SUMMARY: Airport Commission of September 24, 2024; Arts & Cultural Affairs Advisory Commission of September 24, 2024; Cable Television Commission of February 28, 2024; Community Development Advisory Commission of September 4, 2024; Equity and Human Rights Commission of September 10, 2024; Five Flags Civic Center Commission of June 13, 2024; Historic Preservation Commission of September 19, 2024; Housing Commission of July 23, 2024; Park and Recreation Commission of August 13 and September 10, 2024; Resilient Community Advisory Commission of September 5, 2024.

SUGGESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. Airport Commission Minutes
2. Arts and Cultural Affairs Minutes
3. Cable TV Commission Meeting Minutes
4. Community Development Advisory Commission Minutes 09.04.24
5. Equity and Human Rights Commission Minutes
6. Five Flags Civic Center Commission Minutes
7. Historic Preservation Commission Minutes
8. Housing Commission Meeting Minutes
9. Park and Recreation Commission Minutes 08-13-24
10. Park and Recreation Commission Minutes 09-10-24
11. Resilient Community Advisory Commission Minutes
12. Proof of Publication for City Council Proceedings of 9.30.24
13. Proof of Publication for City Council Proceedings of 10.7.24

**DUBUQUE REGIONAL AIRPORT
COMMISSION MEETING**

Tuesday, September 24, 2024

4:00 p.m.

Dubuque Regional Airport
Terminal Conference Room

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

ABSENT: None

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

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

PUBLIC INPUT

None.

AIRPORT COMMISSION MINUTES

Commissioner Blocker moved to approve the minutes of the August 27, 2024, meeting, and Commissioner Brotherton seconded the motion. This motion passed unanimously.

OLD BUSINESS

01. REVIEW AIRPORT STATISTICS

Director Dalsing mentioned that aviation fuel sales were down slightly from the previous year.

NEW BUSINESS

ACTION ITEMS

02. CEDAR VALLEY PROPERTIES, LLC PUBLIC HEARING RESOLUTION

Commissioner Brotherton made a motion to open the public hearing for the proposed lease assignment with Cedar Valley Properties, LLC. Commissioner Blocker seconded the motion. This motion passed unanimously.

After discussion, Commissioner Brotherton made a motion to close the public hearing and Commissioner Blocker seconded this motion. This motion passed unanimously.

Commissioner Kurtz Weber made a motion to accept Resolution No. A800-2-2024 Proposed Lease Assignment with Cedar Valley Properties, LLC. Commissioner Brotherton seconded the motion. This motion passed unanimously.

This authorizes a 35-year land lease agreement with Cedar Valley Properties, LLC where they have constructed a large corporate aviation hangar.

03. TITLE VI APPROVAL RESOLUTION

Commissioner Blocker made a motion to accept Resolution No. A1300-1-2024 Authorizing the Airport Director to Sign Federal Aviation Administration (FAA) Civil Rights Act of 1964 Title VI Plan for the Dubuque Regional Airport. Commissioner Clemenson seconded the motion. This motion passed unanimously.

As a recipient of Federal financial assistance, DBQ is required by the FAA to comply with statutory obligations to ensure against discrimination. An approved Title VI plan is required to remain eligible for Federal grant funding.

Commissioner Kurtz Weber asked if we would be liable if an airline flying into DBQ commits a violation of this act. Yes, we would.

DISCUSSION

04. AIRPORT PROJECTS UPDATE

Director Dalsing reported that the GA Apron construction project is going well and is scheduled to be completed by December. A ribbon cutting will be held for the public on October 9th for the recently completed terminal solar project.

Denver Air Connection's first flight is scheduled for November 4th on a 50-seat regional jet. This will be once a day, for seven days a week to/from DBQ/ORD. Commissioner Kurtz Weber noted that the DBQAir team is continuing to have conversations with other regional airlines. The current flight time was the best that was offered and there are several connecting flights available from ORD during the late afternoon. Airport Director Dalsing mentioned that one-on-one educational meetings are being held with close to 60 local businesses regarding the new service.

The University of Dubuque is hosting a flight competition with other aviation programs the week of October 14th.

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

There were several articles about the upcoming Denver Air service.

NEXT COMMISSION MEETING

The next scheduled Commission meeting tentative date is October 22, 2024.

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

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

Minutes respectfully submitted by Cheryl Sheldon.

ARTS & CULTURAL AFFAIRS ADVISORY COMMISSION MEETING MINUTES

DATE: Tuesday, September 24, 2024

TIME: 3:36 PM

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

Regular Meeting

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

Commissioners Absent: Tom ROBBINS;

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

Public Present: Ali Levasseur;

HALDER called the meeting to order following staff assurance of Iowa Open Meeting compliance at 3:36 PM.

Roll Call & Review of Minutes

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

RIEDEL motions to accept minutes of July 2024 minutes with changes, DAVIS-ORWOLL seconds. Vote unanimously passed. No further discussion.

MENCHACA abstained from voting due to absence.

Officer and Committee Appointments

Commission discussed officers and sub-committee makeup. Commissioners are ok with current assignments, HALDER will meet with MENCHACA to explain commission strategic plan.

Status Reports from Staff

SPURLING reports for Office of Arts & Cultural Affairs:

Creative Café committee will be meeting to re-ignite and plan upcoming Creatives Café.

The public Art policy working group has a draft they will be meeting and sharing with Dubuque's City Manager.

SPURLING advises she will be submitting a very similar improvement package for the Office of Arts & Cultural Affairs.

Updates From Master Plan Working Groups

None

Old Business – Commission Strategic Plan Goals – Reporting and Discussion

Grants committee had recent meeting.

New Business

Commission meeting for December was rescheduled from December 24th to December 17th.

Grants Eligibility Requirements

HALDER reports grants subcommittee has met recently and reviewed feedback received regarding eligibility for Operational Support Grants.

Grants Final Reports

SPURLING reported three organizations who have received grants have not submitted their final reports before the deadline.

Commission discussed whether organizations are eligible for future grants, HALDER verifying with Iowa Arts Council for options on how to deal with this issue.

Public Comment/Correspondence

SPURLING read personal letter to commission from Dubuque Chorale, The Dubuque Children's Choir, and the Dubuque Symphony Orchestra, thanking the Commission for their recent support through grant awards.

Levasseur with the Fine Art Society also thanks commission for grant award, and also suggests commission could extend deadline for final reports to keep organizations in good standing.

Events and Engagement Reporting from Commissioners

RIEDEL advises Bell Tower Theatre will be showing new play "Love, Lies and the Lottery" showing from October 11-27.

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

Respectfully submitted:

Bonnie Spurling

Arts & Cultural Affairs Manager, City of Dubuque

These minutes were passed and approved on _____, 2023

Witnessed By _____ (signature)

Nick Halder (printed)

Chair (officer position)

APPROVED MINUTES OF CABLE TV COMMISSION MEETING

Feb. 28, 2024

CITY COUNCIL CHAMBERS, 350 W. SIXTH ST.

MEMBERS PRESENT: Jennifer Tigges (Chair), Georgina Guerrero Galvan, Pauline Maloney, Ron Tigges

MEMBERS ABSENT: None

OTHERS PRESENT:

- Randy Gehl, City of Dubuque Public Information Officer
- Felicia Carner, City of Dubuque Multimedia Specialist

JTigges called the meeting to order at 3:46 p.m.

Acceptance of the Agenda

- Upon a motion by RTigges, seconded by Maloney, the agenda was accepted by a vote of 4 - 0.

Approval of the Minutes of Jan. 24, 2024, Meeting

- Upon a motion by Maloney, seconded by Guerrero Galvan, minutes of the Jan. 24, 2024, meeting were approved 4 - 0.

Public Input

- There was no public input.

Public Access Channel Management Update

- Gehl said staff have been spending a significant amount of time on management of the public access channel. He introduced Carner who explained her efforts to develop processes for programming submissions, scheduling programs and responding to broadcast scheduling requests, and developing a brand for the channel. She proposed calling the channel Dubuque Public Access. Carner mentioned efforts to assist one organization having difficulty uploading programs and also discussed plans to have policies and dedicated time slots for programs considered a series. Commissioners expressed support for staff efforts and encouraged them to manage scheduling as they saw fit.

Review of PEG Equipment Fund Request Process and Recipient Agreement

- Gehl summarized some of the challenges related to processing the equipment requests and related quotes for the two most recent PEG Fund Grant requests and shared his opinion that the grant program, application process, and recipient agreement process need to be evaluated and modified to better meet the current video production and distribution environment. He also asked if the commission would agree to pausing the acceptance of new grant applications to allow staff and the commission time to thoroughly review the process and consider changes to improve it. Commissioners

agreed to pausing for a month or so.

- Discussion among commissioners and staff then shifted to current challenges and potential solutions for the grant program as well as a variety of considerations to incorporate into the program. There was significant discussion around the application process and questions to require additional information about the applicant's plans for programming, such as the number and duration of programs, types of events covered, etc. Commissioners also suggested touching base with recipients after they receive equipment to remind them of the requirement to produce programming for the public access channel and to remind them of deadlines for doing so. Carner explained challenges related to purchasing software and software subscriptions through the grant program and possible alternatives were discussed.
- Gehl asked the commission to consider approving a revised version of the grant recipient user agreement with the City in order to allow staff to distribute recently purchased equipment for the last two grant recipients. (User agreements are required before equipment can be disbursed.) Commissioners reviewed and, following some questions and discussion, approved (Upon a motion by Maloney, seconded by RTigges, approved 4-0) the revised agreement for these two grants with the understanding the agreement will be further revised during the program pause.
- Discussion on this agenda item concluded with agreement between commissioners and staff that staff would work on suggested changes/amendments to the process and all related policies and provided recommendations for their consideration at the next commission meeting, likely in late March but no deadline was set.

Process for City Expenditures Related to PEG Channel Operation

- Following up on the discussion at the last commission meeting, Gehl and Carner reviewed their request for the commission's support to allow the City to charge its expenses directly related to cable channel operation/management to the PEG Equipment fund without prior commission approval. Staff gave several examples of such expenses and occasional needs, including closed captioning of programming for CityChannel Dubuque and a recent cabling project at City Hall Annex related to broadcast of the public access channel. Commissioners discussed the possibility of limiting such purchases to a specific amount per year or maximum per purchase and how such expenses should be reported to the commission. Consensus was not reached on a solution but the commission did approve funding the cabling project for up to \$1,000. (Upon a motion by Maloney, seconded by Guerrero Galvan, approved 4-0). Staff offered to explore additional solutions and commissioners agreed to continue discussion at future meetings.

PEG Programming Reports

- Following the request sent to PEG Equipment Fund recipients over the last two years, three of the four recipients provided reports on the amount and type of programming that they have produced for PEG channels over the last 12 months. Gehl distributed printed

copies of reports from the City of Dubuque, Loras College, and the Dubuque Community School District. The National Mississippi River Museum and Aquarium did not respond to two requests. Commissioners reviewed the reports and JTigges offered to contact NRMA staff again.

Adjournment

- Upon a motion by RTigges, seconded by Guerrero Galvan, and 4-0 vote, the meeting adjourned at 5:20 p.m.

**MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMISSION
(APPROVED)**

DATE: Wednesday, September 4, 2024
TIME: 5:30 p.m.
PLACE: Housing and Community Development Department
350 W 6th Street, Conference Room 250, Dubuque, IA 52001

Chairperson Julie Woodyard called the meeting to order at 5:39 p.m. following staff assurance of compliance with Iowa Open Meeting Law.

Commissioners Present: Michelle Hinke, Dean Boles, Renee Kehoe, Kelly Fox, Julie Woodyard.

Commissioners Absent: Jerry Hammel (excused absence), Dominique Jeter (excused absence), Gabriel Mozena (excused absence), Sasha Williams (excused absence)

Staff Present: Mary Bridget Corken-Deutsch and Tami Ernster

Certification of Minutes – July 17, 2024

Commissioner Boles motioned to approve the Minutes for the July 17, 2024, Community Development Advisory Commission Meeting. Commissioner Fox seconded. Motion carried 5-0.

Correspondence/Public Input

There was no correspondence or public input.

Old Business

a. Community Development and Loan Portfolio Updates

Corken-Deutsch distributed an updated memo from Maddy Haverland to provide answers to the questions from the last meeting.

New Business

a. Public Hearing for FY2024/PY2023 CAPER

Commissioner Hinke motioned to open the public hearing for FY2024/PY2023 CAPER. Seconded by Commissioner Boles. Motion passed 5-0. Corken-Deutsch provided a quick slide presentation summary of the last year's CAPER funding distributions. Commissioner Hinke motioned to close the public hearing for FY24/PY 2023 CAPER. Commissioner Fox seconded. Motion passed 5-0. Commissioner Hinke motioned to approve the public hearing for FY2024/PY2023 CAPER. Seconded by Commissioner Kehoe. Motion passed 5-0.

b. Approve Purchase, Rehab, Resale Activity

Corken-Deutsch provided information on approving petition and voluntary acquisition of properties. Corken-Deutsch shared there is an owner that is voluntarily requesting sale of her property to the City. Commissioner Boles expressed concern regarding competing with other outside or public purchasers. This activity will be added to the FY25 Amendment #1 which is on the City Council Agenda for a public hearing on September 16, 2024. Commissioner Woodyard motioned to approve activity of

Purchase, Rehab, Resale as an activity in FY25 Amendment #1 with \$350,509.79 allocation. Seconded by Commissioner Fox. Motion passed 4-1 with Commissioner Boles voting no.

c. Lead Grant Match - \$300,000/year for 4 years – FY26, FY27, FY28, FY29

Motion by Commissioner Fox to approve \$300,000 over 4 years if awarded lead grant. Seconded by Commissioner Kehoe. Motion passed 5-0.

Reports

a. Housing Commission

Commissioner Kehoe reported the Commission met in July, but minutes are not yet available.

b. Resilient Community Advisory Commission

Commissioner Boles distributed a map of the census tracts that are slated for free tree grants. Those tracts are 1, 3, 5 and 12.02.

c. Equity and Human Rights Commission

There are no minutes available. Habitat for Humanity is currently working on a plan to build 14 new homes.

Information Sharing

a. Public Hearing for FY25 Annual Action Plan Amendment #1 – September 16, 2024

b. Basically CDBG – Chapter 7 Discussion

Corken-Deutsch provided highlights for this chapter on Public Services.

c. Basically CDBG-Chapter 8 – Homework

<https://www.hudexchange.info/trainings/basically-cdbg-online/economic-development-and-section-108/>

d. Tuesday, September 10, 2024 – Boards and Commission Annual Picnic

e. Thursday, September 26, 2024 – Open House 3:30-6:00 p.m. for Lincoln Wellness Project

Commissioner Boles asked that an agenda item be placed to review environmental issues and to consider spending additional funds for other schools.

f. Resilient Community Advisory Commission Recruitment Flyer

g. Commissioner Fox informed the group that this would be her last meeting as she was resigning.

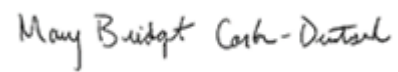
Adjournment

Commissioner Fox motioned to adjourn the meeting at 6:58 p.m. Commissioner Hinke seconded. Motion carried 5-0.

Minutes prepared by:

Tami Ernster
Permits Clerk

Respectfully submitted:

A handwritten signature in cursive script that reads "Mary Bridget Corken-Deutsch".

Mary Bridget Corken-Deutsch
Community Development Specialist

EQUITY AND HUMAN RIGHTS COMMISSION MEETING MINUTES
September 10, 2024

DATE: Tuesday, September 10, 2024

TIME: 4:30 PM

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

The meeting was called to order at 4:31 pm.

Commissioners Present: Jake Kurczek, Dave Heiar, Nikkole Nutter (virtual), Rick Baumhover, Maita Jolet, Michaela Freiburger (virtual)

Commissioners Absent: Matthew Zanger, Enoch Sanchez, Theresa Sampson-Brown

Staff Present: Gisella Aitken-Shadle, Ann Marie Jannette, Crenna Brumwell (virtual)

Approval of Meeting Minutes

Heiar motioned, Baumhover seconded, to approve the minutes as corrected from the August 13, 2024. All in favor.

Public Input

No members of the public were present to provide input.

Reports

Caseload Report

The Equity & Human Rights Commission's August 2024 report indicates two new complaints were logged during the month, with 18 active investigations ongoing. The fiscal year 2025 has seen three cases closed so far. An example case from August 2024 involved allegations of discrimination leading to harassment and denied accommodation based on race and age at a local higher education institution.

Director's Report

There are three upcoming outreach events: Senior Expo, LatinX Fiesta, and Kids Expo. Baumhover offered to volunteer for the Senior Expo and Nutter volunteered for the LatinX Fiesta, and the Kids Expo. FY26 budget planning is underway. Reminder that if any commissioners would like to attend the upcoming League of Iowa Civil and Human Rights Agencies conference in Davenport on 9/24-9/25 they should contact Jannette by the end of this week.

Chairperson's Report

No report.

Old Business:

A red-lined updated ordinance was provided by Brumwell. Subcommittee members Heiar and Sampson-Brown will meet to discuss the proposed changes.

Motion to send a recommendation to City Council to remove Sanchez from the commission due to lack of attendance. Sanchez has not attended the last eight meetings. Motioned by Freiburger, seconded by Heiar. All in favor. Kurczek to draft a letter and forward to Aitken-Shadle to put before City Council.

New Business:

Discussions about next steps to be taken towards planning a commission event. Agreed that it will not take place this Fall, rather next spring or summer as long as the funds are spent by June 30, 2026. Jannette provided a FY25 budget of \$6,000 and informed that they will not be carrying forward any budget money from the FY24 budget.

Kurczek to put together a poll for commissioners to list what they think the greatest need in Dubuque is, who the audience should be, what are the goals of the event, what is the timing, where is the location, and what the budget should be. The poll would also ask commissioners what their skills and passions are and how they can best contribute to the planning of the event. A subcommittee was formed and comprised of Heiar, Freiburger, and Baumhover.

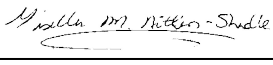
Reflections and Updates

Heiar attended a Better Together event recently that was intended to introduce international students from all area colleges and provide any assistance they might need. The event was successful. They are trying to recruit medical interpreters, primarily in Spanish and Marshallese, and have grants for 20 interpreters in each language. Training for interpreters begins in October.

Adjournment:

Motion to adjourn by Jolet, seconded by Heiar. All in favor. The meeting ended at 5:32 p.m.

The next regularly scheduled meeting is scheduled for Tuesday, October 8, at 4:30 p.m., at the Multicultural Family Center.

Minutes approved as submitted: 

Minutes approved as corrected: _____



Five Flags Civic Center Commission Meeting June 13, 2024. 12:00pm

**COMMISSIONERS
PRESENT:**

Bryce Parks, Danielle Jacobs via phone, Mackenzie Blau via phone

**COMMISSIONERS
ABSENT:**

Rod Bakke, Brenda Christener

STAFF PRESENT:

Aaron Rainey

OTHERS PRESENT:

Marie Ware via phone

CALL TO ORDER:

Commissioner Parks called meeting to order.

MINUTES APPROVED:

Commissioner Parks motioned to approve the minutes of March 3, 2024.
Seconded by Jacobs. Motion passed unanimously.

**Prepare and
Recommend civic
center advisory
commission input prior
to city council goal
setting:**

In reference to board and commission successes, and board and commission short term issues and projects. Commissioner Jacobs moved to approve.
Seconded by Parks.

ADJOURNMENT:

Commissioner Parks moved to adjourn. Seconded by Jacobs.

NEXT MEETINGS:

Scheduled for September 9, 2024.
Scheduled for December 2, 2024.

**MINUTES
HISTORIC PRESERVATION COMMISSION
REGULAR SESSION**

5:30 p.m.

Thursday, September 19, 2024

City Council Chambers, Historic Federal Building

Commissioners Present: Acting Chairperson Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt

Commissioners Excused: Rick Stuter

Commissioners Unexcused: none

Staff Members Present: Wally Wernimont and Chris Happ Olson

CALL TO ORDER: The meeting was called to order by at 5:38 p.m.

Staff Member Chris Happ Olson noted that Thea Dement was not able to join us tonight because she has recently become employed by the City of Dubuque. She explained that service on a Commission by an City employee would violate our City code. Chairperson Dement has stepped down as a result. Happ Olson requested that Chairperson Janice Esser temporarily chair the meeting.

Happ Olson also noted that at the next meeting the Commissioners will be asked to perform mid-term elections.

MINUTES: Motion by Monk, seconded by Pettitt, to approve the minutes of August 15, 2024 meeting as submitted. Motion carried by the following vote: Aye – Doyle, Esser, Gau, Monk, Pettitt; Nay – none.

ACTION ITEMS:

DEMOLITION REVIEW

Applicant: Joshua Mohr, Mohr's Way, LLC

Owner: James T. Armbrrecht

Address: 2071 Elm Street

Project: Removal of chimney on north side of roof

District: Washington Neighborhood Conservation District

Staff Member Happ Olson presented the staff report noting the historical and architectural significance of the structure. She went through historical records, photos

and maps of the site. She stated the structure is not eligible for individual listing on the National Register and is not in a potential historic district, but the request to remove the chimney and repair the roof is coming before the Commission because the structure is in a conservation district.

Owner James Armbrrecht, 2330 Hempstead Street, noted that the chimney is leaking. Commissioners Doyle and Monk noted that the chimney is not a defining characteristic or feature.

Motion by Gau, seconded by Doyle, to approve the application as submitted. Motion carried 5-0 by the following vote: Aye – Doyle, Esser, Gau, Monk, Pettitt; Nay – none.

DEMOLITION REVIEW

Applicant: Jake Roth, Wise Guys Properties
Owner: Dennis Copeland
Address: 2463 Central Avenue
Project: Removal of garage at rear of property
District: Broadway Neighborhood Conservation District

Staff Member Happ Olson presented the staff report noting the applicant wishes to demolish the garage, which is deteriorated. She referenced historical records, photos and maps of the site. She noted the structure has been surveyed in 1979 and 2002 and is not eligible for individual listing on the National Register and is not in a potential historic district, but the request to remove the chimney and repair the roof is coming before the Commission because the structure is in a conservation district. The garage was built between 1909 and 1936 according to Sanborn maps. She noted that the garage is not easily visible from the public right of way. She also noted that the main structure had recently suffered a fire, but the garage was not affected.

Applicant Jake Roth, 541 Greenwood Court, noted the property is dilapidated, with a sagging roof. Commissioner Doyle noted that the structure appears to be in poor condition.

Motion by Pettitt, seconded by Gau, to approve the application as submitted. Motion carried 5-0 by the following vote: Aye – Doyle, Esser, Gau, Monk, Pettitt; Nay – none.

DESIGN REVIEW

Applicant: Jon Clingman
Owner: Jon and Julie Clingman
Address: 195 Alpine Street
Project: Build out enclosed porch, replace garage
District: Langworthy Historic District

Staff Member Happ Olson presented the staff report noting the application was looking to build out an enclosed porch off the rear and replace the garage on slightly different and larger footprint. All parts of the application are visible from Langworthy Avenue. She

noted that the applicants were looking to create a safer entrance to the rear from the car, as Mrs. Clingman is visually impaired, and to create a more useful and enjoyable residence. Happ Olson referred to historical documents, maps, and photographs of the site, as well as the applicant's drawings and visual renderings. She described the removal of a wide, curved, brick entrance and replacement with a more traditional and appropriate entrance and the glassed in porch. She referred to the staff report comparison of the project to the relevant architectural guidelines.

Doyle asked if the garage would have similar rafter tails as currently present.

Jon and Julie Clingman, 195 Alpine Street, approached the podium. Mr. Clingman noted the structure will have rafter tails. Mrs. Clingman noted she is legally blind and described the reasons for the work, including bringing more light into the house.

Commissioners discussed the flat roof of the new structure, and noted that the design was appropriate. Clingman noted that the garage will be painted to match the house.

Motion by Gau, seconded by Pettitt, to approve the application as submitted, based on architectural drawings and with the inclusion of rafter tails. Motion carried 5-0 by the following vote: Aye – Doyle, Esser, Gau, Monk, Pettitt; Nay – none.

DESIGN REVIEW

Applicant: Joe Ungs

Owner: Joe Ungs

Address: 208-210 Bluff Street

Project: Remove awning and build new double porch at front

District: Cathedral Historic District

Staff Member Happ Olson presented the staff report noting these Queen Anne style row houses and discussed the significance of the property based on surveys and historical information. She referenced maps, surveys, historical and contemporary photographs and the applicant's drawings developed by the neighboring property owner Jeff Morton. She noted that she recently worked with the applicant to approve in-house the conversion of an enclosed porch at the rear, and not visible from Bluff Street, into a traditional open porch using cues from the building.

Joe Ungs, 2305 Simpson Street, provided samples of the crown molding and cornice beading. The Commission and owner discussed older photos provided by the applicant and looked at the drawings that were forwarded to the Commission by staff after the initial staff report. Mr. Ungs noted that the revised details including the flat double roof and pointed single roof of the neighboring 206 Bluff Street property. Because of the non-visibility of the flat roof, the Commission did not have a requirement for whether metal or EPDM was used.

Happ Olson asked whether the Commission would be comfortable with her working with Jeff Morton to approve a new porch for his adjacent building, 206 Bluff St. The

Commission was in consensus this could be approved in house using the architectural guidelines.

Motion by Doyle, seconded by Monk, to approve the application as showing in the revised drawings submitted by email to the Commission, with the revised flat roof as shown in the historic photo. Motion carried 5-0 by the following vote: Aye – Doyle, Esser, Gau, Monk, and Pettitt; Nay – none.

ITEMS FROM PUBLIC: None.

ITEMS FROM COMMISSION: None.

ITEMS FROM STAFF:

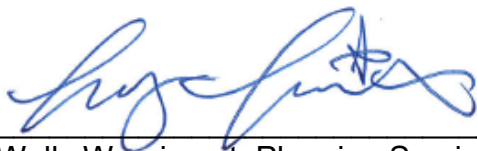
Staff Member Happ Olson noted the upcoming presentations Heritage Works and City staff at the Library on September 25, inviting owners, residents and the public, referencing the enclosed flyer.

Happ Olson noted the upcoming Dubuque Area History Expo in celebration of National Archives Day. The event is free and open to the public and takes place on Sunday, October 20, 2024 at Steeple Square, referencing the enclosed flyer.

ADJOURNMENT: Motion by Pettitt, seconded by Monk to adjourn the September 19, 2024 Commission meeting. Motion carried 5-0 by the following vote: Aye – Doyle, Esser, Gau, Monk, Pettitt; Nay – none.

The meeting adjourned at 7:37 p.m.

Respectfully submitted,



Wally Wernimont, Planning Services Director

October 17, 2024

Adopted

MINUTES FOR HOUSING COMMISSION MEETING

DATE: Tuesday, July 23, 2024
TIME: 4:00 p.m.
PLACE: Housing and Community Development Department
350 West 6th Street; Dubuque, IA 52001

Chairperson Rick Baumhover called the meeting to order at 4:04 p.m. following staff assurance of compliance with Iowa Open Meeting Law.

Commissioners Present:	Rick Baumhover	Ross Janes	Julietta Scott
	Cathy Dickens	Renee Kehoe	Sam Wooden
	Amy Eudaley	Rick Merfeld	

Commissioners Absent: *None*

Staff Present:	Alexis Steger	Tonya England
	Gina Hodgson	Hollie Ohnesorge

Public Present: *None*

Landlords Serving on Housing Commission

Alexis Steger, Department Director, asked the Housing Commissioners to confirm whether they are landlords. During roll call for the eight (8) Housing Commissioners, two (2) confirmed they were current landlords—Commissioner Cathy Dickens and Commissioner Julietta Scott. During the second roll call, Commissioner Dickens and Commissioner Scott verbally confirmed they will contact the Department if they decide to accept a housing assistance participant and submit their respective resignations.

Certification of Minutes – January 23, 2024, Housing Commission Meeting

Commissioner Sam Wooden moved to approve the Minutes for the January 23, 2024 Housing Commission Meeting. Commissioner Renee Kehoe seconded. Eight (8) in favor. Zero (0) not in favor. Zero (0) abstained. Motion passed.

Correspondence/Public Input

There was no correspondence nor public input.

New Business

a) Analysis of Impediments to Fair Housing RFP

Steger reported one response went out for the Analysis of Impediments to Fair Housing RFP; it is in the process of being signed. The Department will be looking to obtain comments; it will be placed on the Agenda for the next quarterly Housing Commission Meeting. A Public Hearing will be held in January 2025; Mary Bridget Corken-Deutsch will be presenting the information.

b) HCV Briefing Update

Hollie Ohnesorge, Assisted Housing Coordinator, spoke about the Housing Choice Voucher (HCV) briefing, which is a tool the Department uses to provide information regarding the rules and regulations for the housing assistance programs. A 45-minute video was created to replace the in-person briefing during the COVID-19 pandemic. Assisted Housing is working to recreate the video by the end of the year so that it is approximately 20 minutes long.

c) Deposit Assistance Fund Update

Gina Hodgson, Assisted Housing Supervisor, spoke about the Community Development Block Grant (CDBG) funding for the security deposit assistance program. She explained that \$50,000 was received from Iowa Finance Authority (IFA) and \$25,000 was received as matching funds grant from the Community Foundation. Of the grant, \$29,000 has been spent

MINUTES FOR HOUSING COMMISSION MEETING

and the balance is committed. Thirty-eight (38) applications have been completed or are in the process of being completed. The timeline is from January to December for offering the grant funding. If the Department decides to apply for additional funding, the application is due by October 2024.

Steger added preference is given to homeless or at-risk for homelessness. The Commission will be notified if the waiting list is reopened for the program.

d) Resident Advisory Board (RAB) Attendance

Hodgson stated the Resident Advisory Board had thirteen (13) people to attend the last quarterly meeting; there was a great discussion.

e) Delivering Dubuque Video Announcement

Mayor Brad Cavanagh and Alexis Steger completed a video regarding housing as part of the Delivering Dubuque video series. Also, LaMetra Murdock, Family Self-Sufficiency Coordinator, and a program participant completed a video that promoted the Next Level Savings Program.

Reports

a) Community Development Advisory Commission Report

Commissioner Renee Kehoe reported on the meeting held on June 26, 2024 for the Community Development Advisory Commission (CDAC). The Commission reviewed the by-laws. Kehoe explained the meetings will change from being held monthly to being held when necessary.

b) Assisted Housing Waiting List Statistical Summary

Ohnesorge stated the report dated 4/1/24 to 6/30/24 showed the most recent data for the Housing Choice Voucher Waiting List. During May 2024, all applicants (174) were selected and placed on the waiting list. In June 2024, all 190 applicants who applied for the HCV program were selected and placed on the waiting list.

One hundred eighty-four (184) voucher holders are actively looking for units; 106 were from the selection in May and June. Of all the applicants selected during May and June, twenty-one (21) are already leased up and using their respective vouchers. Four (4) applicants leased in place in June. One hundred sixty (160) applications were still being processed.

c) Housing Choice Voucher Participant Statistical Summary

Ohnesorge did not report additional information related to the Household Composition Report.

Information Sharing

a) Hodgson stated there were two (2) open seats on the Housing Commission.

b) Commissioner Wooden announced his term was ending prior to the next meeting and he was not planning to apply for reappointment to the Housing Commission.

c) Commissioner Baumhover distributed information on meeting days/times for the neighborhood associations in Dubuque.

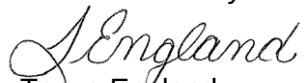
d) National Night Out will be held in Comisky Park on August 6, 2024.

Adjournment

There being no further business to come before the Commission, Commissioner Wooden moved to adjourn the meeting. Commissioner Dickens seconded. Motion passed by voice vote. Meeting adjourned at 4:52 p.m.

MINUTES FOR HOUSING COMMISSION MEETING

Minutes taken by:


Tonya England
Recording Secretary

Respectfully Submitted:


Gina Hodgson
Assisted Housing Supervisor

PARK AND RECREATION COMMISSION MEETING
Tuesday, August 13, 2024
Sutton & Flora Pool Tour

PRESENT: Jennifer Tigges, Robin Kennicker, Ron Axtell, Lori Ollendick,
and Jess Ochoa

ABSENT: Jason Henkel, Josh Jorgenson

STAFF PRESENT: Steve Fehsal, Dan Kroger

CALL TO ORDER: Kennicker called meeting to order at 4:32pm.

MINUTES APPROVED VOTE:

It was moved by Tigges, seconded by Axtell, to approve the minutes of the July 9, 2024, meeting. Unanimous.

PUBLIC INPUT:

None

TOUR OF SUTTON POOL FOLLOWED BY FLORA POOL

ADJOURNMENT:

It was moved by Axtell, seconded by Ollendick, to adjourn the meeting 6:38 p.m. Unanimous.

PARK AND RECREATION COMMISSION MEETING
Tuesday, September, 10, 2024
Eagle Point Park – Eagle’s View Pavilion
2601 Shiras Avenue, Dubuque, Iowa 52001

PRESENT: Jennifer Tigges, Josh Jorgenson, Robin Kennicker, Ron Axtell, and Lori Ollendick(via phone)

ABSENT: Jess Ochoa, Jason Henkel

STAFF PRESENT: Steve Fehsal, Dan Kroger, Marie Ware, and Angie Metcalf.

CALL TO ORDER: Tigges called meeting to order at 4:37pm.

MINUTES APPROVED; VOTE:

It was moved by Axtell, seconded by Kennicker, to approve the minutes of the August 13, 2024, meeting. Unanimous.

PUBLIC INPUT:

None

SCHMITT ISLAND DEVELOPMENT PLAN INFORMATION AND DISCUSSION:

Director of Leisure Services Ware presented updates on the Schmitt Island Development Plan. Ware provided print copies of the City Council Work Session to the council members present and mailed print copies to Ochoa and Henkel.

DISCUSS AND RECOMMENDATION OF 897 CENTRAL PARK SUBLEASE AND OPERATIONS AGREEMENT WITH DUBUQUE FORWARD LLC:

Kinnicker made a motion to recommend 897 Central Park Sublease and operations agreement with Dubuque Forward LLC. Axtell seconded. Unanimous.

CITY COUNCIL GOALS AND PRIORITIES REVIEW:

Kroger reviewed City Council Goals Top Priorities and High Priorities related to Leisure Services. Committee had no questions.

LEASE WITH STONE CLIFF WINERY TO USE THE ALLIANT AMPHITHEATER IN THE PORT OF DUBUQUE, RECENTLY UPDATED AND APPROVED BY THE CITY COUNCIL:

Ware provided details regarding the new lease that was signed and implemented.

PROJECT UPDATES:

Fehsal provided updates on the 3 mini parks started and are remaining on track to be completed. Jefferson park wall should be mobilized this week and fully completed by mid to late October. Welu park, finalized structure based on community input and working on contracts and working with playground vendor to get playground purchased. Might not get completed by the end of this year. Working on the comprehensive plan RFP hopefully funded by ARPA and has to have a consultant hired by the end of the year. Hopeful to post that RFP the first week in October. Working with a vendor to replace the sand at Flora Park playground with rubber surfacing. October 7th is the date they will be on site. Jared will be back October 14th.

MANAGER REPORTS:

None.

COMMISSION COMMUNICATIONS/QUESTIONS:

Ware, Fehsal and Kroger provided detail on the upcoming discussion of dogs in parks that was brought up in the City Council Meeting on 9/3/2024. Further discussion with the Commission will occur during the October or November meeting with data provided from Fehsal and Kroger. Axtel asked if the Alliant Amphitheater will be large enough to accommodate the music that used to be housed at the Arboretum. Ware explained she asked the organizer about the number of attendees and did not see a concern.

ADJOURNMENT:

It was moved by Axtell, seconded by Kinnicker, to adjourn the meeting 6:10 p.m. Unanimous.

CITY OF DUBUQUE - COMMISSION MEETING MINUTES

GOVERNMENTAL BODY: Resilient Community Advisory Commission (RCAC)

DATE: 9/05/2024

TIME: 5:00 pm

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

MEMBERS PRESENT: Josh Chamberland, Jake Kohlhaas, Dean Boles, Sandra Evans, Lalith Jayawickrama, Robin Kennicker (late, arrived at 5:38pm)

MEMBERS ABSENT: N/A

STAFF PRESENT: Gina Bell , Michelle Kim

Chair Kohlhaas called the meeting to order at 5:07pm

TEST AGENDA

MINUTES APPROVAL: Evans motioned to approve the August minutes. Boles seconded. Motion carried. Jayawickrama abstained

PUBLIC COMMENT: N/A

NEW BUSINESS

- Unified Development Code Update by Sheena Moon
 - Planning staff met with consultant (Camiros) on Sept 3, 2024 to make sure the City and the consultants were on the same page. This meeting's purpose was to Identify who are the key stakeholders, what info the consultant needs, share the Climate Action Plan, share the Imagine Dubuque plan,
 - Striking a balance between promoting development and holistic city interests
 - Stakeholder engagement is key
 - Community engagement, technical advisory committee, developers round table, city boards, city commissions, and committees (Long Range planning advisory committee, Zoning board of adjustment, housing commission, resilient community advisory commission, development review)
 - Parking is going to be a huge discussion, especially when it comes to sustainability
- Dubuque colleges Sustainability coalition update by Ashley Noonan
 - It's a collection of 7 area colleges who are all coming together and working on issues of sustainability.
 - Strong focus on economic benefits and funding of sustainability measures
 - Looking at capacity constraints that make sustainable measures difficult
 - Partnering with community groups and making sure that there is an feasible way to follow through with sustainable measures after the sustainable colleges coalition gives a donation or etc.

- They have been doing a lot of info sharing between the stakeholders. What's working and what isn't?
- How are people addressing barriers within their institutional structure
- At UD there are a couple of pilot efforts and have been info sharing with the other colleges
 - Two students are doing waste research, waste education, assessing the flow of waste through the institution
 - How do we minimize our waste?
- Using EnergyStar – metering is weird! Asking questions and digging to understand why things are the way they are
- Sept 19th à International Day of Peace
- Oct 2nd à Waste panel at Clark University: starting conversations around food waste. How do we know our recycling and compost programs are effective? How do we continue to assess and measure that. Talking more about hard to recycle materials.
- Oct 7th-9th à Iowa waste and recycling conference
- Emmaus, NICC, Loras colleges have some native vegetation gardens that could possibly be good to do pesticide free garden tours in.
- Sustainability staff will be working on our budget request
 - Permanency for Michelle's position
 - Does the commission have anything that they want us to consider?
 - Street maintenance, Chaplain Schmitt development, parks maintenance à is there a way that the Office of Sustainability can support these priorities? There seems to be so many missed opportunities for small sustainable changes. Thinking holistically about street maintenance.
 - The commission might have interest in some of these goals if the commission understood the details a little more
 - Sustainability staff are being realistic about what they have capacity to take on
- SD Grant Subcommittee
 - Gina will send out the applications and the rubric to subcommittee 9/16
 - Robyn, Jake, and Sandra are willing to be on the subcommittee
- State & Federal Legislative Priorities
 - Net metering is going away in Illinois, it's expecting that that's going to come back to Iowa. We need to flag this. Solar companies are worried about this as well
 - What are you seeing at the state level that we want to advocate for?
 - Adopting a more robust energy code than 2012
 - Using solar farms as an opportunity to plant natives for pollinators
 - Water sense all buildings, but this needs to start with the city. City needs to start these things in city buildings and then show data on how much \$ is saved
 - We will leave this on the agenda for future discussions

OLD BUSINESS

- a. Urban Ag Guide
 - a. Josh wrote the letter to city council supporting the additions to the urban ag guide
 - b. Commission did some minor edits on the letter

HOW DID I SHOW UP? COMMISSIONER REPORTS:

Dean: Community development advisory commission had a public meeting for the consolidated action plan report

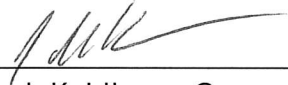
Robin: Parks and recs commission had tours of some pools, these pools need maintenance or to be replaced. There's a lot of discussion for a new aquatic center, possibly need to be put in the North end

Lalith: Sponsored a free community library in his home country with hopes to propagate this to other areas.

Josh: Met with City Councilman David Resnick, continues to advocate for City Council and Mayor to meet with RCAC.

NEXT MEETING: The next commission meeting will occur on October 3, 2024, at 5pm at the Jule Operations and Training Center (JOTC) in the Circle Conference Room, 949 Kerper Blvd.

ADJOURNMENT: The Commission adjourned at 6:38 pm.

Minutes approved by: 
Jacob Kohlhaas, Commission Chair

Prepared by: 
Michelle Kim, Climate Action Coordinator

STATE OF IOWA
DUBUQUE COUNTY

SS:

CERTIFICATE OF PUBLICATION

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

10/11/2024

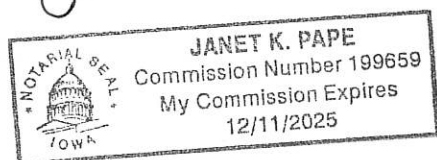
and for which the charge is 48.45

Matthew McGuire

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

this 11th day of October, 2024

Janet K. Pape
Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

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

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Central Avenue and White Street Corridor Traffic Study.

WORK SESSION

Central Avenue and White Street Corridor Traffic Study

Traffic Engineer Justine Hull introduced Bolton and Menk Senior Traffic Engineer Jennifer McCoy and Urban Planner Andrew Dresdner, who presented on the progress of the Central Avenue and White Street Corridor Traffic Study and outlined four potential scenarios for traffic routing. The consultants addressed a range of questions from the City Council, covering topics such as interpreting conflict points, congestion level timeframes, state design standard requirements, connectivity, and the city's input on scenarios. In response to questions, City Manager Van Milligen noted that the 14th Street overpass, officially named the Building Bridges to Employment and Equity (B2E2) Project, is projected for completion in 2030. He also mentioned that he advised the consultants not to request any decisions from the City Council tonight, given that it was the first time the information was being presented and the session was meant for discussion. Van Milligen indicated that the timeline for implementing any updates to traffic routing is contingent on the funding source, pointing out that any major changes will likely result in a projected completion date of 2030. In response to a question about why costs were not included with each scenario, the consultants explained that they deliberately chose not to present cost information at this point in the study to focus on guiding principles. If the traffic routing scenarios are narrowed down to two options, they will be able to share cost details at their next presentation to the City Council on November 18th, 2024. The City Council offered feedback on several topics, including gathering public input from various stakeholders, enhancing connectivity to key locations and routes, addressing parking concerns, and determining how to achieve the desired vehicle speeds.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:49 p.m.

/s/Adrienne N. Breittfelder, CMC

City Clerk

1t 10/11

STATE OF IOWA
DUBUQUE COUNTY

SS:

CERTIFICATE OF PUBLICATION

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

10/16/2024

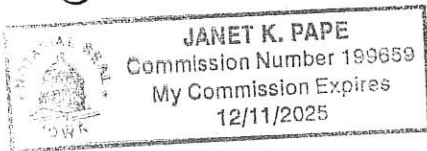
and for which the charge is 361.38

Matthew McGuire

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

this 16th day of October, 2024

Janet K. Pape
Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 5:30 p.m. on October 7, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Smart Parking Mobility Management Plan.

WORK SESSION

Smart Parking Mobility Management Plan

Director of Transportation Services Ryan Knuckey introduced Kevin White from Walker Consulting, who together presented the progress of the Smart Parking Mobility Management Plan. White responded to City Councils questions on transaction fees, strategies for the system to financially sustain itself, and registration options for parking ramps. In response to a question about data retention timeframes for license plates, White explained that the Information Technology (IT) department had consulted with vendors to ensure Payment Card Industry (PCI) compliance. Collaboration will occur with the City Attorneys Office to establish appropriate retention periods. He also noted that users could opt not to store their license plate information in the system. Addressing inquiries about potential updates to city code, White and Knuckey indicated that changes to on-street parking locations and certain rate adjustments would be necessary. Once the contract with the chosen vendor for ramp parking technology is finalized, staff will proceed with the relevant code updates. City Council members voiced their support for the variety of payment options available for parking meters and ramps, as well as the use of data to guide informed decision-making.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:25 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on October 7, 2024, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE
PRESENTATIONS

ICMA YSEALI Fellow Introduction: Assistant City Manager Cori Burbach introduced International City/County Management Association (ICMA) Young Southeast Asian Leaders Initiative

(YSEALI) Fellow May Hadee, who provided a summary of her time in Dubuque.

PROCLAMATIONS

1. Domestic Violence Awareness Month (October 2024) was accepted by Angela Heister on behalf of Waypoint Services.
2. Arts and Humanities Month (October 2024) was accepted by Arts and Cultural Affairs Manager Bonnie Spurling on behalf of the Arts and Cultural Affairs Division.
3. Community Planning Month (October 2024) was accepted by the Planning Services Department.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: Airport Commission of August 27, 2024; Arts and Cultural Affairs Advisory Commission Minutes of July 23, 2024 and Report of August 27, 2024; City Council Proceedings of September 16, 2024; Historic Preservation Commission of August 15, 2024; Long Range Planning Advisory Commission of July 17, 2024; Zoning Advisory Commission of September 4, 2024; Zoning Board of Adjustment of August 22, 2024; Proof of Publication for City Council Proceedings of August 19, August 20, August 21, August 21, and September 3, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Kira Kieffer and John Liphardt for vehicle damage; Jacob Ludwig for vehicle damage; Dennis Thein for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Kira Kieffer and John Liphardt for vehicle damage; Jacob Ludwig for vehicle damage; Dennis Thein for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approving Expenditures: Upon motion the documents were received and filed, and Resolution No. 304-24 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. North Grandview Avenue Pavement Rehabilitation Project - PROJECT 5521000018: Upon motion the documents were received and filed, and Resolution No. 305-24 Accepting the North Grandview Avenue Pavement Rehabilitation Project and authorizing final payment to the contractor was adopted.

6. Acceptance of Grants of Easement for Access and Maintenance as Part of the 2024 SRF Green Alley Project: Upon motion the documents were received and filed, and Resolution No. 306-24 Accepting Grants of Easement for Access and Maintenance Associated with the 2024 SRF Green Alley Project, in the City of Dubuque, Iowa was adopted.

7. 2024 Boating Infrastructure Tier 1 Grant - Dredge Dubuque Marina: Approve Iowa Department of Natural Resources Subrecipient Grant Agreement: Iowa DNR Agreement No. 25CRDFBGSCO-0001: USFWS Agreement No. F24AP01981: Upon motion the documents were received and filed, and Resolution No. 307-24 Approving a 2024 Boating Infrastructure Tier 1 Grant Subrecipient Agreement (Agreement No. 25CRDFBGSCO-0001) with the Iowa Department of Natural Resources to assist with

maintenance dredging at Dubuque Marina was adopted.

8. 15th Street Railroad At-Grade Crossing Closure: CPKC Railroad Roadway At- Grade Crossing Closure Agreement: State of Iowa Section 130 Crossing Closure Incentive Agreement: City Manager provided information to City Council on the executed agreements with both the Canadian Pacific Kansas City (CPKC) Limited Railroad and Iowa Department of Transportation (Iowa DOT) for the permanent closure of the 15th Street Railroad At-Grade Crossing. Upon motion the documents were received and filed.

9. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Eastern Iowa Excavating and Concrete, LLC for the Keymont Drive Pavement Rehabilitation Project. Upon motion the documents were received, filed, and approved.

10. Pre-annexation Agreement 10675 Key West Dr., David Herbst: Upon motion the documents were received and filed, and Resolution No. 308-24 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and David Herbst was adopted.

11. Pre-annexation Agreement 10270 Key West Dr., St. Josephs Church: Upon motion the documents were received and filed, and Resolution No. 309-24 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and St. Josephs Church, Key West & St. Josephs Church Corp (Key West) was adopted.

12. Approving the Assignment and Assumption of the Lease Agreement by and among the City of Dubuque, Iowa, David S. Hartig Jr., and Rabbit Hollow Nature Conservancy Inc.: Upon motion the documents were received and filed, and Resolution No. 310-24 Approving the Assignment and Assumption of the Lease Agreement by and among the City of Dubuque, Iowa, David S. Hartig Jr., and Rabbit Hollow Nature Conservancy Inc. was adopted.

ITEMS SET FOR PUBLIC HEARING

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

1. Proceedings to Set Public Hearing on October 21, 2024, for the Issuance of Not to Exceed \$27,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project Phase I: Upon motion the documents were received and filed and Resolution No. 311-24 To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$27,000,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 21, 2024 in the Historic Federal Building.

2. Equity and Human Rights Commission Request for Commissioner Removal Equity and Human Rights Commission requesting City Council schedule a public hearing to consider the removal of Commissioner Enoc Sanchez from the Commission for noncompliance with the attendance requirement of the City Code of Ordinances. Upon motion the documents were received and filed and Resolution No. 312-24 Setting a public hearing on the intent to consider the removal of a commissioner from the Equity and Human Rights Commission was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 21, 2024 in the Historic Federal Building.

3. 2024 SRF Green Alley Project: Initiate Public Bidding

Process and Set Date for Public Hearing - Project No: 5581500018, 4281000045, 5581500020: Upon motion the documents were received and filed and Resolution No. 313-24 Preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost; and ordering the advertisement for bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 in the Historic Federal Building.

4. 2024 SRF Green Alley Project Special Assessments - Project No: 5581500018, 4281000045, 5581500020: Upon motion the documents were received and filed and Resolution No. 314-24 Approving the preliminary plats, schedule of assessments and estimate of total cost for the 2024 SRF Green Alley Project; Resolution No. 315-24 Of necessity for the 2024 SRF Green Alley Project; and Resolution No. 316-24 Fixing date of public hearing on resolution of necessity were adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 4, 2024 in the Historic Federal Building.

BOARDS/COMMISSIONS

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

1. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2027 (Vacant term of Hoffman). Applicant: Rachel Schmidt Boeke, 1241 Jackson St. Boeke spoke in support of their application.

2. Zoning Advisory Commission: One, 5-Year term through July 1, 2027 (Vacant term of Sempf). Applicant: Troy Froistad, 477 West 3rd St. City Clerk Breitfelder announced that Froistad submitted written input in support of their application.

Appointments were made to the following boards/commissions.

1. Civic Center Advisory Commission: One, 3-Year term through June 29, 2027 (Expired term of Jacobs). Applicant: Danielle Jacobs, 3130 Shiras Ave. Motion by Roussell to appoint Jacobs to the term. Seconded by Sprank. Motion carried 7-0.

2. Community Development Advisory Commission: One, 3-Year term through February 15, 2026 (Vacant At-Large term of Mozena); One, 3-Year term through February 15, 2027 (Vacant Low to Moderate Income Representative term of Woodyard). Applicants: Gabriel Mozena, 196 Bluff St. (Qualifies for Low to Moderate Income Representative and At-Large); Julie Woodyard, 1950 Coates St. (Qualities for At-Large). Motion by Jones to appoint Woodyard to the At-Large term. Seconded by Wethal. Motion carried 7-0. Motion by Farber to appoint Mozena to the Low to Moderate Income Representative term. Seconded by Sprank. Motion carried 7-0.

PUBLIC HEARINGS

1. Iowa Amphitheater on Schmitt Island Project Bid Package No. 1 (Site Demolition & Mass Grading) Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 317-24 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Iowa Amphitheater on Schmitt Island Project Bid Package No. 1 (Site Demolition & Mass Grading). Seconded by Sprank. Responding to a question from the City Council, City Manager Van Milligen stated that city staff will confirm the actual cost of the project once they receive bids. Civil Engineer Nathan Steffen explained the

project estimates. Motion carried 7-0.

ACTION ITEMS

1. Off-Premises Sign Regulations: Motion by Roussell to receive and file the documents and refer to the City Council for discussion. Seconded by Sprank. Planning Services Director Wally Wernimont explained that the recent rezoning of the former Bridge restaurant, along with concerns raised by Washington St. residents, prompted staff to present options on off-premises sign regulations for City Council's consideration. Mr. Wernimont provided an overview of the history of the City's Unified Development Code (UDC), discussed the upcoming UDC revision process, and highlighted differences in sign regulations in other cities. City Council members expressed support for the ordinance imposing a temporary moratorium on new off-premises signs and initially proposed holding the first reading of the ordinance at this meeting, as it is a new proposal. Motion by Jones to receive and file the communications and approve first reading of a proposed ordinance Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 2 Building Construction, Demolition and Moving, Section 14-2-4 Moratorium for Construction or other work on certain streets, areas, or facilities by adding Section B Off Premises Sign Study Area. Seconded by Sprank. After discussion, the City Council concluded that allowing a two-week window for businesses to submit applications for new off-premises signs could lead to an increase in applications. The Council agreed that adopting the ordinance during this meeting would be the most effective way to prevent that. Motion withdrawn by Jones, who then motioned to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 58-24 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 2 Building Construction, Demolition and Moving, Section 14-2-4 Moratorium for Construction or other work on certain streets, areas, or facilities by adding Section B Off Premises Sign Study Area. Seconded by Sprank. Motion carried 7-0.

2. Request for Proposals (RFP) for Historic Millwork District Outdoor Community Space Engagement, Design, Construction Management: Motion by Roussell to receive and file the documents and approve the RFP for Historic Millwork District Outdoor Community Space Engagement, Design, and Construction Management, and then direct staff to post the RFP and initiate the consultant selection process. Seconded by Wethal. In response to a City Council question, Wernimont explained that the proposed cost covers hiring the contractor, conducting community engagement, and developing the concept plan. He also outlined the role of the steering committee and emphasized that the park will be accessible to the entire community. City Manager Van Milligen added that the cost includes constructing the new park, noting that the final cost will be determined after public engagement. Van Milligen also stated that it will be the City Council's decision on transitioning the current parking lot into a park. Motion carried 7-0.

3. Public Safety Software Recommendation: Motion by Wethal

to receive and file the documents and approve entering into a contract with CentralSquare Technologies for public safety software for the City of Dubuque and its partner public safety agencies and give authorization to the Mayor to sign the contract. Seconded by Farber. In response to questions from the City Council, Police Chief Jeremy Jensen explained that the City's IT Department manages IT services for both the City Police Department and the Dubuque County Sheriff, and that the cost is comparable to the City's current software. Addressing a concern about some of the software developers being located overseas, City Attorney Brumwell noted that Chief Information Officer Chris Kohlmann and Senior Counsel Barry Lindahl reviewed the contract. While the City can suggest changes, they often must agree to the contract terms. The IT Department reviews the technical aspects, while the City Attorneys Office evaluates the legal components. City Council members expressed appreciation for the ongoing collaboration with Dubuque County and highlighted the importance of modernization. Motion carried 7-0.

4. Work Session Request: Automated License Plate Reader (ALPR) Update: Motion by Roussell to receive and file the documents and schedule the work session for October 21, 2024, at 5:30 p.m. Seconded by Resnick. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Wethal congratulated Mayor Cavanagh on his appointment as President of the Iowa League of Cities (ILC). Wethal also reported on her attendance at an ILC conference, touring the Dubuque Arboretum and Botanical Gardens, attending the Connecting Communities in Americas Conference, and the upcoming Twenty Dirty Hands Pottery Tour.

Council Member Farber reported on attending meetings related to her service on committees with the Federal Communications Commission (FCC) and National League of Cities (NLC).

Council Member Jones reported on attending Kwik Stars ribbon-cutting for their new location, the groundbreaking for Wanderwood Gardens, speaking with the Surveyors Historical Society during their visit to Dubuque, a tree planting memorial in honor of former Council Member Joyce Connors, touring the Field of Dreams with Travel Dubuques Outreach Committee, the ribbon-cutting for the new playground at Lincoln Elementary School, the Denver Air Connection event at the Dubuque Regional Airport, and the Telegraph Herald's Salute to Women awards ceremony. Jones also mentioned the recent publication of Greater Dubuque Development Corporations (GDDC) new relocation guide.

Council Member Sprank reported on also attending the tree planting memorial, recent meetings attended as part of serving on the Dubuque Racing Association (DRA) and GDDC boards, the Northend Neighborhood Association's annual yard sale, the Latinx Festival, and a Bluff Strokes event.

Council Member Roussell reported on a tree planting event at Four Mounds.

Mayor Cavanagh reported on attending a recent performance of the Dubuque Symphony and the Denver Air Connection event. Cavanagh also expressed that he was honored to be elected as ILC President.

CLOSED SESSION

Motion by Jones to convene in closed session at 7:57 p.m. to discuss Purchase or Sale of Real Estate Chapter 21.5(1)(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for

the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 8:54 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:54 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

1t 10/16

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Jacqueline Fetter for personal injury; Roger Wilming for vehicle damage; State Farm Mutual Insurance a/s/o Casey Smith for vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Jacqueline Fetter
2. Claim by Roger Wilming
3. Claim by State Farm Mutual Insurance Co aso Casey Smith

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. Name of Claimant: Jacqueline Fetter
2. Address: 736 Waele Rd
City: Longmont State: CO Zip: 80503
3. Telephone Number: (319) 350-3554
4. Date of Incident: Oct 9th, 2024
5. Time of Incident: _____
6. Location of Incident (Be specific): _____
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
See attached, Justin Gooch
8. What were weather conditions like? _____
9. Give name and address of any witnesses: _____
10. Did police investigate? (If so, give names of officers.)
Yes, Dubuque & Longmont they were
concerned about my safety
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
See attached

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

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

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

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

\$150,000

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

See attached

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

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

Dated at Dubuque, Iowa this 14th day of October, 2024.

Jacqueline Fetter

(Signature)

Jacqueline Fetter

(Print Name)

City Clerk's Office
Dubuque, IA

24 OCT 14 PM 3:05

RECEIVED

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Annie Swift

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

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

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

1. Name of Claimant: ROGER WILMING

2. Address: 8757 JENNIFER CT

City: DUBUQUE State: IA Zip: 52003

3. Telephone Number: 563

4. Date of Incident: 16 OCT 24

5. Time of Incident: APPROX. 12:00 (NOON)

6. Location of Incident (Be specific): _____

ALPINE ST & WEST 3RD ST

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

8. What were weather conditions like? _____

9. Give name and address of any witnesses: _____

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

PHIL FRIEDMAN

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

No

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

RIGHT PASSENGER MIRROR

13. What other damages do you claim, if any? no

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

no

15. What amount do you claim from the City of Dubuque? \$ 500

16. Why do you claim the City of Dubuque is responsible? CONES WERE NO TRAFFIC WAS ~~REPLACED~~ REMOVED

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

NO

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

NO

Dated at Dubuque, Iowa this 16 day of OCT, 2024.

Roger Wilming

(Signature)

ROGER WILMING

(Print Name)

(Rev. 9/24)

24 OCT 16 PM 3:06
City Clerk's Office
Dubuque, IA

RECEIVED

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Annette Swift

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

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

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

1. Name of Claimant: State Farm Mutual Ins Co a/s/o Casey Smith
2. Address: PO Box 106172 Atlanta, GA 30348-6172
3. Telephone Number: 877-787-8276
4. Date of Incident: 7/9/24
5. Time of Incident: 8:05 AM
6. Location of Incident (Be specific): Ashbury Rd Dubuque IA

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

City vehicle being driven by James Brosius struck insured vehicle being driven by Casey Smith.

8. What were weather conditions like? n/a
9. Give name and address of any witnesses: n/a
10. Did police investigate? (If so, give names of officers.)

Yes PR 2024004804 Dubuque PD

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

n/a

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

Insured vehicle sustained damage to Door(s) PS,Rear Bumper,Rear End

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

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

n/a

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

\$3,123.01

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

City is responsible for improper lookout.

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

n/a

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

n/a

Elizabethtown, PA
Dated at ~~Dubuque, Iowa~~ this 9th day of October, 2024.

Kelley Flenke State Farm Mutual Ins Co a/s/o Casey Smith (Signature)

Kelley Flenke State Farm Mutual Ins Co a/s/o Casey Smith (Print Name)

(Rev. 7/12)

RECEIVED
24 OCT 21 PM 12:12
City Clerk's Office
Dubuque, IA

**City of Dubuque
City Council**

CONSENT ITEMS # 3.

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

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 10/18/2024

RE: Claim Against the City of Dubuque by Jacqueline Fetter

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Jacqueline Fetter	10/14/2024	10/9/2024	Personal Injury

This is a claim in which Claimant alleges emotional distress due to a City employee's actions.

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

cc: Michael C. Van Milligen, City Manager
Jason Lehman, Assistant City Attorney
Jacqueline Fetter

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 10/22/2024

RE: Claim Against the City of Dubuque by Roger Wilming

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Roger Wilming	10/17/2024	10/16/2024	Vehicle Damage

This is a claim in which Claimant alleges Claimant's right-side mirror was damaged after it struck a City vehicle.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Roger Wilming

**City of Dubuque
City Council**

CONSENT ITEMS # 4.

ITEM TITLE: Approval of City Expenditures

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

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

ATTACHMENTS:

1. Memo Council for 11.4.24
2. Resolution_Approving_Expenditures (40)
3. Expenditure Report - Approvals
4. Expenditure Report - Exceptions



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: October 28, 2024

Finance is submitting the following expenses to City Council for approval at the November 4, 2024, meeting. Payments on these expenses will be made November 6, 2024.

In addition, Finance is submitting expenses paid since October 23, 2024, to City Council for review. The payments for these claims were approved either by prior City Council action or meet the criteria as an exemption to prior City Council approval.

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

RESOLUTION NO.

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

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

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

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

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

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

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

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

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

COUNCIL APPROVAL

PAYDATE 11-06-2024

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	\$ 20.00	Parking Maintenance Employee Uniforms
1800TShirts	40.00	AC Uniform Apparel
1800TShirts	387.00	AC Uniform Apparel
1ST AYD CORP	125.81	Purple Foam Gloves
A & G ELECTRIC COMPANY	1,178.02	Retrofit non-working HPS Locust St Ramp
A & G ELECTRIC COMPANY	387.50	LED Replacement Intermodal Facility
AAAE	1,881.00	Digicast ID media software
ACCURATE ANALYTICAL TESTING	136.00	Dust Wipes Fremont/330 Kaufmann
Advanced Turf Solutions, Inc.	3,599.50	Turf Chemicals
AIRGAS USA LLC	4.19	Medical Oxygen for Ambulances
AIRGAS USA LLC	21.79	Medical Oxygen for Ambulances
AIRGAS USA LLC	595.00	ANNUAL BULK CARBON DIOXIDE TANK INSPECTION
AIRGAS USA LLC	52.53	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,430.21	Liquid Oxygen - FY25
AIRGAS USA LLC	10.24	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,363.92	Liquid Oxygen - FY25
AIRGAS USA LLC	2,182.29	Liquid Oxygen - FY25
AIRGAS USA LLC	17.51	Medical Oxygen for Ambulances
AIRGAS USA LLC	50.90	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,312.81	Liquid Oxygen - FY25
AIRGAS USA LLC	3,329.38	Liquid Oxygen - FY25
AIRGAS USA LLC	3,439.87	Liquid Oxygen - FY25
AIRGAS USA LLC	3,301.06	Liquid Oxygen - FY25
AIRGAS USA LLC	1,933.68	Liquid Oxygen - FY25
ALAN J STOLTZ	50.00	Basketball Referee
ALLENDER BUTZKE ENGINEERS INC	3,960.00	MFC - Future Elevator Addition
ALLENDER BUTZKE ENGINEERS INC	55,933.40	Sports Center & Marina Village at Schmitt Island
ALLIANT ENERGY	1,600.81	Electricity for Intermodal Oct 24
ALLIANT ENERGY	659.93	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	1,761.72	Electricity for JOTC Oct 24
ALLIANT ENERGY	83.96	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	199.85	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	610.76	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	7,700.23	Electrical Service for building
ALLIANT ENERGY	1,990.94	UTILITY EXPENSE - ELECTRICITY
ALLIANT ENERGY	92.10	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	4,577.56	ELECTRIC BILLS FOR FY25
ALLIANT ENERGY	1,741.06	UTILITY EXPENSE - ELECTRICITY
ALLIANT ENERGY	13,959.05	WRRC Electrical Expense - FY25
ALLIANT ENERGY	17,389.43	WRRC Electrical Expense - FY25
ALLIANT ENERGY	13,616.12	WRRC Lift Stations - Electricity Expense FY25
AMERICAN LEGION POST 6	520.00	10-US 5x8 American Flags
AMERICAN LEGION POST 6	2,275.00	FLAGS FOR PARKS DEPARTMENT
AMERICAN RESPONSE VEHICLES INC	752.89	Ambulance Minor Modifications
AMERICAN RESPONSE VEHICLES INC	365.39	Ambulance Minor Modifications
AMY S MUCHMORE	116.18	Space Planning Workshop Coralville 10.23.24
Andrew Lahey	287.38	Travel expense to pick up fire vehicle
Annie"s Foundation	265.32	Annie's Foundation travel Reimb. 11.9.24 program
AT&T Mobility National Accounts, LLC	5,826.53	AT&T Monthly First Net Charges-Sept20-Oct1924
AV FUEL	20,633.42	Aviation fuel for resale
AV FUEL	35.00	Avfuel hub online POS
AV FUEL	19,964.84	Aviation fuel for resale
AV FUEL	20,152.84	Aviation fuel for resale
B L MURRAY COMPANY INC	38.90	Cleaning supplies
B L MURRAY COMPANY INC	150.38	TP for the WRRC
BAKER & TAYLOR CO BOOKS	560.31	Continuations and Serials 7/1/24 to 6/30/25

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
BAKER & TAYLOR CO BOOKS	1,167.26	Library materials for the adult collection
BALL HORTICULTURAL COMPANY	4,007.70	PEONIES FOR GRANDVIEW
Banner Fire Equipment Inc	124.85	4' New York Hook Fiberglass Pole w/D Handle
Bauer Built Inc	583.90	Bus Tire Repairs Gillig #2682
Bauer Built Inc	581.40	Bus Tire Repairs Gillig #2503
Bauer Built Inc	351.40	Bus Tire Repairs Gillig #2502
Bauer Built Inc	561.40	Bus Tire Repairs Gillig #2698
Bauer Built Inc	384.00	Bus Tire Repairs Gillig #2697
Bauer Built Inc	561.40	Bus Tire Repairs Gillig #2683
Bauer Built Inc	561.40	Bus Tire Repairs Gillig #2501
BELLEVUE HERALD-LEADER INC	548.00	Denver Air Conn Marketing - New service ORD-DBQ
BENJAMIN R HUNT	75.00	Softball Umpire- Ben Hunt
BENJAMIN W JOHANNSSEN	75.00	Softball Umpire- Ben Johanssen
BERNARD COMMUNICATIONS COMPANY	99.95	Public & Private Wireless Service
BIG RIVER SIGN COMPANY INC	1,830.00	Branching Out yard signs
BLACK HILLS/IOWA GAS UTILITY CO	124.65	FY25 INTERMODAL GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	35.26	FY2025 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	35.26	Locust Ramp Electricity FY25
BLACKSTONE AUDIO BOOKS	82.39	Adult CD Audio Books 7/1/24 to 6/30/25
BLACKSTONE AUDIO BOOKS	95.86	Adult CD Audio Books 7/1/24 to 6/30/25
BODENSTEINER IMPLEMENT COMPANY	37,000.00	MOWER PURCHASE WITH TRADE IN
BRANDON J NOEL	300.00	DJ For Special Populations Halloween Dance
BRANNON MONUMENT CO	4,354.00	VETERANS MEMORIAL PAVERS
Bryant Family Organization	1,654.55	SD Grant- Native Plants and Green Space
CANVAS PRODUCTS INC	23.00	New zipper in blue bag
CANVAS PRODUCTS INC	566.40	4-New Bags with pockets inside and handles for EMS
CENGAGE LEARNING INC	28.79	Adult large print books - materials
CENGAGE LEARNING INC	29.59	Adult large print books - materials
CENGAGE LEARNING INC	80.77	Adult large print books - materials
CENTER POINT INC	243.90	large print books for adult collection
CES COMPUTERS INC	2,725.99	Computer for Laird
CES COMPUTERS INC	3,690.50	SCADA Laptop - FY24
CES COMPUTERS INC	10,720.50	Computers for PPC
CES COMPUTERS INC	354.00	ADDITIONAL COMPUTER MONITOR FOR METER DEPARTMENT
CES COMPUTERS INC	1,976.81	Desktop Computer for EMS Bureau Chief
CHARLES A SINGLETON	40.00	Basketball Referee
Christopher F Harrison	805.46	Fenelon Hill Annual Block Party
CINTAS CORP	35.00	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	58.53	Cleaning Supplies / Mats - Intermodal facility
CINTAS CORP	203.07	Cintas Ramp Rugs FY25
CINTAS CORP	282.78	Mats, Cloths, shop towels JOTC FY25
CINTAS CORP	730.54	Various Maintenance - FY25
CINTAS CORP	35.00	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	168.56	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	35.00	Janitorial Supplies- BHGC
CINTAS CORP	189.55	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	203.07	Cintas Ramp Rugs FY25
CINTAS CORP	443.21	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	35.00	Janitorial Supplies- BHGC
CINTAS CORP	208.29	FY2025 BLANKET PO - UNIFORMS
CINTAS CORP	282.78	Mats, Cloths, shop towels JOTC FY25
CINTAS CORP	617.58	Rugs/Towels for the WRRC-FY25
CINTAS FIRST AID & SAFETY	73.53	FY2025 BLANKET PO - FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	30.20	Replenish Safety Supplies Garage
CINTAS FIRST AID & SAFETY	166.71	FIRST AIDE CABINET RESTOCKED
CLEAN SWEEP OF I & I LLC	100.00	Detail Police Vehicle
CLEVELAND GOLF	601.14	Pro Shop Items
CLEVELAND GOLF	214.14	Pro Shop Items
CLEVELAND GOLF	190.11	Pro Shop Items

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CLEVELAND GOLF	116.70	Pro Shop Items
CLEVELAND GOLF	(367.74)	Pro Shop Items
COMMUNICATIONS ENGINEERING CO	625.00	Soccer WaterTank Network Hub Equipment
COMMUNICATIONS ENGINEERING CO	1,533.27	Water SCADA gear onto network at 3rd st POP
COMMUNICATIONS ENGINEERING CO	2,000.00	Network equipment for English Mill site
COMMUNICATIONS ENGINEERING CO	5,642.46	Asbury Water Tower Building Networking
COMMUNICATIONS ENGINEERING CO	3,780.60	West 3rd St. Underground Water Tank Network Gear
COMMUNICATIONS ENGINEERING CO	5,450.22	Network Equioment for connecting Bunker Well Site
COMMUNICATIONS ENGINEERING CO	830.00	Eagle Point Water - Network Hub
COMMUNICATIONS ENGINEERING CO	1,245.00	Penn Tank Pump Building Networking
COMMUNICATIONS ENGINEERING CO	1,257.00	Network equipment for Mt. Caramel Site
CONSTELLATION NEW ENERGY GAS DIV	7,752.83	Natural Gas - FY25 - Constellation
ConvergeOne Inc	937.50	VxRail Issue-10/17/24
Cottingham & Butler Insurance Services Inc	2,917.00	Ongoing Consulting payments 10-1-24 to 10-1-25
CR Signs & Lighting, Inc	2,000.00	Denver Air Conn Marketing - New service ORD-DBQ
CRAWFORD HEATING AND COOLING CO INC	213.75	REPAIRS ON BACKFLOW METER MURPHY PARK
DATA AXLE	4,750.00	Data Axle online info services subscription
DAVID A NESS	1,974.24	Travel Reimb - Mobility Driven By ITS Conf - Dubai
DAVIS EQUIPMENT CORP.	(83.12)	Machine Equipment Maintenance
DAVIS EQUIPMENT CORP.	198.43	Machine Equipment Maintenance
DEERE & COMPANY	7,204.28	JDX758 Lawnmower
DERON L MUEHRING	408.00	Trav Reim - WEF Annual Conference - New Orleans
DIETZ ENTERPRISES LLC	594.00	740 Peru Rd HH Dietz 2
Digitech Computer LLC	12,356.68	Ambulance Billing Cash Receipts
Dinges Partners Group	263.39	Cleaning of Bunker Gear from Haz Mat Spill
Dinges Partners Group	22,500.00	7 Sets of Bunker Gear for New Hires
DreamSeats, LLC	1,285.00	ST6-Kitchen Table & Chairs for Station 6
Drive Line & Company, Inc.	115.59	UNIT 3409 CIRCUIT BREAKERS
DUBUQUE COMMUNITY SCHOOL DIST	189.80	FY2025 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	858.70	FY2025 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	4,423.90	FY2025 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	34.11	FY2025 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	23.42	FY2025 Franchise Fees
DUBUQUE COMMUNITY SCHOOL DIST	672.55	FY2025 Franchise Fees
DUBUQUE COUNTY SHERIFF	6,296.99	DDTF Sept 2024 Shared Expenses
DUBUQUE HOSE & HYDRAULICS	349.00	Hammer Drill Set & Paddle Grinder
DUBUQUE HOSE & HYDRAULICS	7.95	stock BOLT CC XFE08312 HHCS G5 NC Z 1/2X3 1/2
DUBUQUE HOSE & HYDRAULICS	151.75	UNIT 3401 wheel brush and air brake tube
DUBUQUE MULCH COMPANY	1,200.00	TOPSOIL FOR MOWER ROUTES
DUBUQUE RACING ASSOCIATION LTD	19.80	September DRA Board Mtg Luncheon - CC
DUBUQUE RACING ASSOCIATION LTD	19.80	October DRA Board Mtg Luncheon
DUBUQUE SIGN COMPANY	784.00	Locust St Ramp Signage
DUBUQUE SIGN COMPANY	32.65	YELLOW DECALS FOR EQUIPMENT
EASTERN IOWA EXCAV & CONCRETE LLC	19,122.49	N Grandview rehab
ELECTRICAL ENG & EQUIP COMPANY	140.00	AIRPORT 1 GENERATOR REPAIR SERVICES
ELM USA INC	990.00	Annual service warranty for ELM Disc cleaner
ENERGETICS	86.30	unit 1916 pressure switch
ERYKA D COOK	70.00	90 Minute self-defense class
EUROFINS ENV TESTING NORTH CENTRAL	961.60	AIH - TTO - 06/12/24
EUROFINS ENV TESTING NORTH CENTRAL	192.60	NPDES - 7/31/24
EUROFINS ENV TESTING NORTH CENTRAL	13,305.25	DMASWA Envr. Testing Job 310-291019-1
EUROFINS ENV TESTING NORTH CENTRAL	212.60	NPDES - 09/25/24
EUROFINS ENV TESTING NORTH CENTRAL	36.05	RIE- 3rd Qtr 2024 - 09/27/24
EUROFINS ENV TESTING NORTH CENTRAL	298.20	Key City Plating - 3rd Qtr 2024 - 09/27/24
EUROFINS ENV TESTING NORTH CENTRAL	169.80	Eagle Window - 3rd Qtr 2024 - 09/27/24
EUROFINS ENV TESTING NORTH CENTRAL	239.35	NPDES - 10/02/24
EUROFINS ENV TESTING NORTH CENTRAL	75.64	Simmons - Oil & Grease testing - 09/27/24
Flock Group Inc	16,500.00	Completed Installation of Flock Cameras
FOUNTAIN OF YOUTH PROGRAM	5,400.00	FY25 Community in Change

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
FOUNTAIN OF YOUTH PROGRAM	20,000.00	CDBG funds to FOY
FOUNTAIN OF YOUTH PROGRAM	12,000.00	LMI funds to FOY
FOUR MOUNDS FOUNDATION	3,000.00	821 Garfield Ave. - Four Mounds Foundation- HEART
FRIENDS OF ST MARY	727.97	Steeple Square Community Fest
G & R TREE SERVICE INC	4,100.00	Tree and Tree Stump Removal
G & R TREE SERVICE INC	800.00	Tree Removal at Perry Street Lift Station
GARY W PAPE JR	59.00	Per Diem for APCA
GDB International Inc	6,698.40	POST CONSUMER PAINT RECEIV LBS
GEISLER BROTHERS COMPANY	1,660.49	Move ERU supply ductwork in Bld #80
GIESE SHEET METAL CO INC	636.59	5th St A/C Pump Not working
GIGANTIC DESIGN CO	2,640.10	install the window wraps for the Art En Route Mura
GOODYEAR TIRE & RUBBER	2,489.64	Goodyear Tires June 24
GOODYEAR TIRE & RUBBER	2,721.04	Goodyear Tires August 24
GRAYMONT WESTERN LIME INC	5,276.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,196.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,274.00	FY2025 BLANKET PO - HIGH CALCIUM QUICKLIME
GREAT PLAINS LANDSCAPING	8,706.50	Detention Basin HydroSeeding - Lake Eleanor Rd
GREATER DUBUQUE DEVELOPMENT CORP	29.90	10/3 GDDC Existing Business Breakfast
GREATER DUBUQUE DEVELOPMENT CORP	10,500.00	FY25 Contracted Svcs-GDDC/Campaign 2027
Haley D Francke	133.87	Mileage Reimbursement
HAPPY JOE'S PIZZA & ICE CREAM PARLO	144.00	Training for FTO & FTS- All Day training
HAWKINS INC	6,572.20	Sodium Hypochlorite - Bulk order
HAWKINS INC	6,572.20	Sodium Hypochlorite - Bulk order
HDR ENGINEERING INC	30,848.57	PFAS Pilot HDR Task Order #21
HDR ENGINEERING INC	727.20	Waste Diversion Project
Heartland Business Systems, LLC	146.25	Mitel Collaboration III
HENDERSON PRODUCTS INC	19,989.00	10" adj cutting edge 36" Quick hitch snow Plow
HODGE COMPANY	48,483.06	Jan - June 2024 Lease Payments for 7900 Chav.
HODGE COMPANY	8,080.51	July Lease Payment for 7900 Chav.
HODGE COMPANY	8,392.84	August Lease Payment for 7900 Chav.
HODGE COMPANY	8,392.84	September Lease Payment for 7900 Chav.
HODGE COMPANY	8,392.84	October Lease Payment for 7900 Chav.
Horkheimer Plumbing Inc	489.00	ST4-Urnial Line Cleaning at Station 4
IMON COMMUNICATIONS LLC	23,371.72	ImOn 2201-J
IMON COMMUNICATIONS LLC	15,449.50	ImOn 2204-B
IMON COMMUNICATIONS LLC	13,787.04	ImOn 2204-C
IMON COMMUNICATIONS LLC	52,963.30	ImOn 2204-G
IMON COMMUNICATIONS LLC	20,010.50	ImOn 2204-U
IMON COMMUNICATIONS LLC	3,372.50	ImOn 2204-H
IMWCA	100,990.82	TPA Payment - September 2024
INGRAM LIBRARY SERVICES INC.	927.60	Children's books for collection for patrons
INGRAM LIBRARY SERVICES INC.	103.86	Teen Young Adult Print Materials for collection
INGRAM LIBRARY SERVICES INC.	216.71	Library books for adult collection for patrons
INGRAM LIBRARY SERVICES INC.	180.74	Children's books for collection for patrons
INGRAM LIBRARY SERVICES INC.	123.55	Teen Young Adult Print Materials for collection
IOWA DEPARTMENT OF HUMAN SERVICES	34,321.15	GEMT Claims for November 2024
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
Iowa Health System	600.00	EMS Pharmacy Fees
IOWA LEAGUE OF CITIES	3,500.00	laPELRA and GovInvest Compensation Module subscrip
IPS Grou Inc	1,932.11	Locust Ramp Kiosk Parts and Install
J & R SUPPLY COMPANY	72.79	XL Safety Gloves
J & R SUPPLY COMPANY	2,845.00	6" WRAPS FOR WATER MAIN BREAKS
J & R SUPPLY COMPANY	1,960.00	8" WRAPS FOR WATER MAIN BREAKS
J & R SUPPLY COMPANY	2,750.00	6" COUPLINGS FOR WATER MAIN INSTALLATIONS
J & R SUPPLY COMPANY	360.00	1" REPAIR COUPLING FOR PLASTIC SERVICE LINES
J & R SUPPLY COMPANY	995.00	Valve for replacing scum pump in Bld #55
J & R SUPPLY COMPANY	2,250.00	LARGE TAP MATERIALS FOR WANDER WOOD GARDENS
J & R SUPPLY COMPANY	3,275.00	TAP MATERIALS FOR TAP AT GREYHOUND PARK HOTEL
J & R SUPPLY COMPANY	1,720.00	STOP BOXES FOR LARGE TAPS

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
J & R SUPPLY COMPANY	2,835.00	6" REPAIR COUPLINGS FOR WATER MAIN BREAKS/REPAIRS
J & R SUPPLY COMPANY	2,275.00	Ck Valve for Centrate Pumps - Bld #75
J&R RENTAL LLC	1,586.60	Unit 3270 Control Panel
J&R RENTAL LLC	10.15	CHAIN SAW PARTS
JOSEPH G POLLARD CO INC	1,089.30	FLUSHING HOSES MOUNT TO TRUCK FOR FLUSHING HYDRANT
JOSEPH G POLLARD CO INC	609.50	FLUSHING HOSES MOUNT TO TRUCK FOR FLUSHING HYDRANT
KEY CITY CONCRETE CREATIONS	3,050.65	2024 Concrete in the Public ROW - Keller(Key City)
KILBURG EQUIPMENT LLC	1,537.55	stock pivot cylinder/pin/thrust bearing etc.
KRISTEN K DIETZ	597.17	Travel reimbursement for Kristen Dietz conference
KZIA, Inc.	754.00	Denver Air Conn Marketing - New service ORD-DBQ
LAMAR TEXAS LIMITED PARTNERSHIP	683.00	Marketing Billboard 14 October 2024
LANGE SIGN GROUP	17,241.00	Replacement of External Electronic Message Centers
LANGE SIGN GROUP	9,896.50	Replacement of External Electronic Message Centers
Laser Technology, Inc	2,985.30	Truspeed Radar
LBC FRAMING & ELECTRICAL LLC	200.00	ST2-Shore line installation for two new ambulances
LESLEIN TRUCKING	24,173.10	FY2025 BLANKET PO - SLUDGE HAULING SERVICES
Life-Assist, Inc	2,643.29	Various EMS Bags
Life-Assist, Inc	2,052.08	Various EMS Bags
Life-Assist, Inc	4,048.22	Various EMS Bags
Life-Assist, Inc	1,265.85	Various EMS Bags
LifeMed Safety, Inc.	600.00	Preventative Maintenance on Power Stair Chair
LIME ROCK SPRINGS CO	56.28	BEVERAGES THROUGH JUNE 2025
LIME ROCK SPRINGS CO	20.10	BEVERAGES THROUGH JUNE 2025
Lyons Logging and Tree Care Inc.	1,600.00	TREE REMOVAL
Lyons Logging and Tree Care Inc.	4,800.00	REMOVAL OF TREE AND CUT DOWN STUMP
MACQUEEN EQUIPMENT GROUP	176.49	stores adapter
MACQUEEN EQUIPMENT GROUP	561.01	Shadow Pull-On Fire Boot; Size 11.5W
MACQUEEN EQUIPMENT GROUP	891.85	SCBA Battery Charger for Station 2
MANDERS INC	575.00	FALL PAVER INSTALLATION
Marcus Leitzen	95.04	Gas from Academy for new officers
MARTIN EQUIPMENT OF IL INC	45.78	UNIT 4940 CAB FRESH AIR FILTER
Mary Angelene Metcalf	57.34	Mileage Reimbursement
MARY R CORRIGAN	51.00	Corrigan per diem 10/2-10/3/24 Council Bluffs IA
Matrix Consulting Group, LTD	7,000.00	Fleet Maintenance Operations Assessment
Maussco, LLC	1,840.00	837 High Bluff HH Maussco 3
Maussco, LLC	2,745.00	2499 Pinard HH Maussco
MAX SMITH CONSTRUCTION	12,080.03	2024 Concrete in the Public ROW - Max Smith
MAX SMITH CONSTRUCTION	9,159.56	2024 Concrete in the Public ROW - Max Smith
MAX SMITH CONSTRUCTION	10,961.12	2024 Concrete in the Public ROW - Max Smith
MAX SMITH CONSTRUCTION	3,495.00	2024 Concrete in the Public ROW - Max Smith
MAX SMITH CONSTRUCTION	8,893.68	2024 Concrete in the Public ROW - Max Smith
MAX SMITH CONSTRUCTION	4,336.40	2024 Concrete in the Public ROW - Max Smith
MAX SMITH CONSTRUCTION	4,702.14	2024 Concrete in the Public ROW - Max Smith
Maxwell Robert Bray O'Brien	360.00	Travel Reimb - WEFTEC 2024 - New Orleans
MEDICAL ASSOCIATES	299.88	New Hire Physicals
MEDICAL ASSOCIATES	2,215.88	New Officer Physicals & Coaching
MERCY MEDICAL CENTER	600.00	EMS Pharmacy Fees
MICHAEL J SULLIVAN	75.00	Softball Umpire- Mike Sullivan
Michelle Kim	143.38	Mileage reimb for hosting ICMA YSEALI fellow
MID AMERICA METER	1,539.27	SERVICE-METER TESTING-UME
MIDWEST TAPE LLC	5,471.39	Streaming of movies, ebooks, music eAudio Books, c
MIDWEST TAPE LLC	413.36	DVD, BluRay and CD Audio for adult collection
MIKE FINNIN FORD LLC	395,288.00	FY24 Patrol Vehicles
MIKE FINNIN FORD LLC	7,521.66	unit 0904 4WD SUPERCREW TRANSMISSION IS SLIPPING
MIKE FINNIN FORD LLC	365.39	unit 130004 keys/programming
Millman Lawn & Landscaping	4,700.00	ST3-Landscaping at Station 3
MILLWORK HOTEL ASSOCIATES LLC	600.12	330 Kaufmann LHH21 Relocation 5
MILLWORK HOTEL ASSOCIATES LLC	600.12	330 Kaufmann LHH21 Relocation 6
MIRACLE CAR WASH CORP	139.40	FY25 Miracle Car Wash Corp

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
HY-VEE	332.50	Hy-Vee MA West 63388 License Refund
BLOCKER, ROBERT	42.00	R Blocker pet license overpayment - refund
MOBOTREX INC	15,000.00	TACTICS SSA 360 - Support & Upgrades on Software
MOBOTREX INC	840.00	Repair an M60 Controller for Traffic Signals
MT LIBRARY SERVICES INC	905.76	Children's books
MUNICIPAL PIPE TOOL CO LLC	94.96	Sewer repair parts 24Sept
MUNICIPAL PIPE TOOL CO LLC	43.78	Sewer repair Galvanized Male Ring Lock
MYERS-COX CO	136.93	MISC supplies- BHGC
NAVIANT INC	926.10	Preventative Maintenance for Microfilm Readers
NICHOLAS EDWARDS, MD	3,333.33	EMS Director Yearly Salary for EMS Support
NORTH END NEIGHBORHOOD ASSOCIATION	754.79	NENA Trunk or Treat 10/26/24
Northeast Iowa Area Agency on Aging Inc	1,239.00	NE Iowa - Aging Purchase of Services Agreement FY2
NORTHERN LIGHTS FOODSERVICE	344.67	FY25 MISC FOOD AND SUPPLIES FOR BHGC SNACK BAR
NORTHERN LIGHTS FOODSERVICE	429.39	FY25 MISC FOOD AND SUPPLIES FOR BHGC SNACK BAR
NRG Media LLC	195.00	Denver Air Conn Marketing - New service ORD-DBQ
NRG Media LLC	611.00	Denver Air Conn Marketing - New service ORD-DBQ
O'CONNOR & ENGLISH INSURANCE AGENCY	404.00	Additional Insurance Premium Based on Audit
O'REILLY AUTOMOTIVE INC	139.92	stock starter and core charge
O'REILLY AUTOMOTIVE INC	27.72	stock copper plugs
O'REILLY AUTOMOTIVE INC	109.99	stock disc pad set and brake rotor
O'REILLY AUTOMOTIVE INC	49.99	UNIT 2616 semi-met pad
O'REILLY AUTOMOTIVE INC	487.74	UNIT 2562 semi-met pads and brake rotors
O'REILLY AUTOMOTIVE INC	108.44	UNIT 2562 bracketed cal and core charge
O'REILLY AUTOMOTIVE INC	83.90	STOCK WIPER BLADES
ORKIN LLC	300.00	PEST CONTROL INTERMODAL
OVERHEAD DOOR COMPANY	321.00	HDQ-Overhead Door Maintenance at Headquarters
Patrick Quarnstrom	40.00	Basketball Referee
PEERLESS WELL & PUMP INC	10,320.00	POOL PUMP AND MOTOR MAINTENANCE
PEGGY S ABIDI	162.78	MILEAGE REIMBURSEMENT-ABIDI
PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
Pitney Bowes Bank Inc Reserve Account	1,500.00	Deposit for Reserve Account
PITNEY BOWES GLOBAL FINANCIAL	824.94	Lease for Postage Meter 2024-09-06 to 2024-12-05
Quality Striping Inc	39,650.00	Airfield painting
RACOM CORPORATION	434.00	AC Portable XG25 Maintenance agreement
RACOM CORPORATION	1,390.00	Move & install radios in all ambulances
RACOM CORPORATION	2,170.00	Emergency radio and battery equipment
RACOM CORPORATION	381.00	Fascia Mount-Front Pass Light-1821
RACOM CORPORATION	780.00	Installation Labor for 528 Cameras
RACOM CORPORATION	195.00	Speaker mic, repair
RACOM CORPORATION	5,842.00	ANNUAL RADIO MAINTENANCE
RACOM CORPORATION	8,638.44	R900 REMOVAL AND INSTALLATION AT NEW SITE
RACOM CORPORATION	620.00	Engine 506 Opticom Installation
RACOM CORPORATION	1,318.69	Installed terminal lcom radio for airline/tower
RAM SERVICES LLC	1,290.00	1429 Elm St. -RAM Services (Radon Mitigation)
RAM SERVICES LLC	100.00	4174 Peru HH RAM pretest
RAM SERVICES LLC	100.00	863 Stone Ridge PI HH RAM pretest
RAM SERVICES LLC	100.00	1605 Lincoln HH RAM Pretest
Randy J Harter	90.00	Pump Grease Trap
REXCO EQUIPMENT INC	4,456.00	TRENCH BOX PARTS FOR NEW TRUCKS
RICHARD F BIECHLER	6,812.65	Fire Station Generators
RIVER CITY STONE	100.00	3/16" SCREENINGS-LIME
RIVER CITY STONE	20.00	3/16" SCREENINGS-LIME
RIVER CITY STONE	155.73	STONE FOR VALENTINE PARK
RIVER CITY STONE	20.00	3/16" SCREENINGS-LIME
RIVER CITY STONE	352.53	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
RIVER CITY STONE	235.98	FY25 BLANKET PO-ROCK/STONE FILL FOR WATER MAIN REP
ROEDER IMPLEMENT INC	5,400.00	Tektite cab for JDX758
Ronald V Burbach	4,727.00	Fall Landscape and Weed Control

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
ROSENBAUER MINNESOTA LLC	187.01	STOCK DOOR SWITCHES
SADLER POWER TRAIN INC	73.06	STOCK CR SCOTSEAL
SADLER POWER TRAIN INC	67.90	STOCK SHELL SONTAX GREASE TUBES
Schmitt Island Development Corp.	100,000.00	ICE ARENA MANAGEMENT FEE
SECRETARY OF STATE	30.00	FY25 Notary Renewals/New
SELCO INC	1,520.50	Signage for Asbury Rd milling/overlay
SELCO INC	442.00	FY2025 BLANKET PO - BARRICADE RENTAL
SITEONE LANDSCAPE SUPPLY HOLDING	786.10	ASH TREE TREATMENT SUPPLIES
SITEONE LANDSCAPE SUPPLY HOLDING	52.13	ASH TREE TREATMENT SUPPLIES
SITEONE LANDSCAPE SUPPLY HOLDING	117.13	ASH TREE TREATMENT SUPPLIES
SKYLINE TRUCKING & STORAGE INC	450.00	TOP SOIL
SKYLINE TRUCKING & STORAGE INC	360.00	TOP SOIL
SKYLINE TRUCKING & STORAGE INC	180.00	TOPSOIL FOR STUMP FILLING
SPRING GREEN LAWN CARE	299.25	WEED CONTROL AT ALL VETERANS MEMORIAL PARK
SPX CORPORATION	152.95	Genfare Mobile Ticketing
Stephen C Johnson	1,511.46	Grant of Permanent Embankment Easement
STRAND ASSOCIATES INC	5,800.00	WTP & Water Dist.Sys SCADA Upgrade
STRAND ASSOCIATES INC	10,125.89	WELL NO. 11 SOURCE WATER
SUPERION, LLC	186,136.30	Annual Maintenance RMS Fee
SUSAN M STOPPELMOOR	931.20	FY25 RECREATION CLASS INSTRUCTOR
TAYLOR MADE GOLF	705.65	Pro Shop Items
Tee Jay Central Inc	1,085.45	RESTROOM DOOR REPAIRS
TERRACON	173.50	On Call Services - Chaplin Schmitt Trail
THE FISCHER COMPANIES	80.00	parking fees/RC030669/scan folder
THE FISCHER COMPANIES	120.00	FY25 Parking Murphy Link Althoff
THE FISCHER COMPANIES	40.00	Parking Spot for Animal Control Officer
THE FISCHER COMPANIES	40.00	October Parking
THE LOCKSMITH EXPRESS	17.50	EXTRA KEYS FOR STAFF
THE LOCKSMITH EXPRESS	130.00	DOOR LEVER & LOCK FOR COMISKEY RESTROOM
THE LOCKSMITH EXPRESS	17.00	Keys for Storage
THE LOCKSMITH EXPRESS	134.00	Dogging Kit
THE POINT NEIGHBORHOOD ASSOCIATION	745.48	PNA Holiday Care Baskets FY25
THEISENS INC	67.99	Tranist Uniform shoes
THOMPSON TIRE & RETREAD	588.32	UNIT 1917 WHEELS
THOMPSON TIRE & RETREAD	186.00	UNIT 2619 WHEEL SERVICE
THOMPSON TIRE & RETREAD	51.10	STOCK WHEEL SUPPLIES
THOMPSON TIRE & RETREAD	488.70	UNIT 3201 WHEEL SERVICE
THOMPSON TIRE & RETREAD	488.70	UNIT 3403 WHEEL SERVICE
THOMPSON TIRE & RETREAD	367.95	UNIT 3223 wheel/tire service
THOMPSON TIRE & RETREAD	46.00	Tire repair truck 1
THOMPSON TRUCK & TRAILER INC	647.99	UNIT 3207 Service Transmission Light check
THOMPSON TRUCK & TRAILER INC	782.38	UNIT 2696 sensors
THOMPSON TRUCK & TRAILER INC	194.18	UNIT 2502 TRANSYND
THOMPSON TRUCK & TRAILER INC	369.75	UNIT 1907 surge tank
THOMPSON TRUCK & TRAILER INC	298.99	STOCK BELTS, TENSIONERS
THOMPSON TRUCK & TRAILER INC	596.23	UNIT 3405 INJECTORS AND GASKETS
THOMPSON TRUCK & TRAILER INC	28.29	STOCK CLAMPS
THOMPSON TRUCK & TRAILER INC	145.80	UNIT 1903 HEATER CONTROL
TIMOTHY J WITTSTOCK	58.00	Police supplies
TIMOTHY L SPECHT	11,240.00	324 Lowell LHH21 Construction Pay 1
TIMOTHY L SPECHT	3,375.00	1059 Center Place OAHMP Specht
TIMOTHY P GOTTSCHALK	100.00	Softball Umpire- Tim Gottschalk
Tom Lynn	394.83	Tomahawk NA Block Party 10/5/24
TOWER OPTICAL COMPANY	68.06	VIEWING TOWERS -EPP
TRAVIS J SCHROBILGEN	102.00	Iowa APA PerDiem Travis
Tri State Equipment Co Inc	15,890.50	Installation of Tethertrack Fall Protection System
TRI STATE PAVING SERVICES	13,825.00	Terminal and General Aviation ent roads painting
TRI STATE PAVING SERVICES	8,955.00	Terminal parking lot painting
TSCHIGGFRIE EXCAVATING	44,015.00	Excess Flow Tank Debris Hauled to Landfill

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
FRIEDERICK, KIRK L & JENNIFER	1,177.17	UB 06370 350 RIVER RIDGE
UNIFORM DEN	854.05	Uniforms for new hires
UNIFORM DEN	858.40	Uniforms for new hires
UNIFORM DEN	854.05	Uniforms for new hires
UNIFORM DEN	858.40	Uniforms for new hires
UNIFORM DEN	849.40	Uniforms for new hires
UNIFORM DEN	858.40	Uniforms for new hires
UNIFORM DEN	241.00	2-Uniform Jackets for Admin
UNION HOERMANN PRESS	2,368.00	AOTR Brochures Invoice-bs
UNION HOERMANN PRESS	2,435.00	300 sustainability booklets
UNISON SOLUTIONS INC	275.00	Monthly Analysis of H2S for Air Permit compliance
Valentine Construction Co LLC	28,286.85	Bunker Hill Golf Course Sinkhole Remediation Proje
VAN METER INDUSTRIAL INC	5,119.89	Repair VFD for DEWP-55-03
VAN-WALL EQUIPMENT CO	276.48	Machine Equipment Maintenance
VERIZON WIRELESS SERVICES LLC	100.12	Fixed Route Signs Data
VERIZON WIRELESS SERVICES LLC	411.78	Fixed Route Rangers Data
VERIZON WIRELESS SERVICES LLC	240.24	Fixed Route Rangers Data
Vestis Group Inc (f/k/a Aramark)	298.01	Linen, table cloths, cleaning cloths
Vestis Group Inc (f/k/a Aramark)	105.14	Linen, table cloths, cleaning cloths
VISU-SEWER INC	7,702.50	24" Sewer Heaving Cleaning x 2
WALLY C WERNIMONT	102.00	Iowa APA PerDiem Wally W.
WB McCloud & Co, Inc.	530.00	Pest Prevention - monthly
WELU PRINTING COMPANY	53.86	Environmental Justice Tree Coordinator BusinessCar
WELU PRINTING COMPANY	36.68	M Hoppman business cards
WELU PRINTING COMPANY	36.68	FY25 Business Cards
WESTPHAL & COMPANY, INC	25,106.00	Iowa St Ramp Re-Wire Wall Racks
WESTPHAL & COMPANY, INC	7,130.00	Install Raceways/Electric Svc - Bld 20, 70 & 75
WESTPHAL & COMPANY, INC	12,295.00	Data Center Access System
WHKS AND COMPANY	428.20	PROFESSIONAL ENGINEERING SERVICES FOR 3000 JACKSON
WISS, JANNEY, ELSTNER ASSOCIATES	20,000.00	EPP HISTORIC STRUCTURES CONSULTANTS
ZEPHYR ALUMINUM PRODUCTS	2,806.00	Terminal window replacement
	<u>\$ 2,239,194.88</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
250400033	10/31/2024	7G DISTRIBUTING LLC	\$ 381.30	Alcohol Charges for Bunker Hill
250400034	10/31/2024	7G DISTRIBUTING LLC	96.05	Alcohol Charges for Bunker Hill
1011295	10/30/2024	ACCURATE ANALYTICAL TESTING	273.00	Dust Wipes LHH21 Oct 24
1011295	10/30/2024	ACCURATE ANALYTICAL TESTING	104.00	412 W Locust EBL Dust Wipes
1011295	10/30/2024	ACCURATE ANALYTICAL TESTING	65.00	653 Wilson LHH21 Dust Wipes
1011269	10/30/2024	AECOM TECHNICAL SERVICES INC	129,712.78	B2E2 (705) RAISE Planning Grant Design Services
1011269	10/30/2024	AECOM TECHNICAL SERVICES INC	60,164.17	B2E2 (705) RAISE Planning Grant Design Services
1011269	10/30/2024	AECOM TECHNICAL SERVICES INC	13,436.49	22200328
1011259	10/30/2024	AHLERS & COONEY PC	1,332.00	ITC Franchise Ordinance
1011259	10/30/2024	AHLERS & COONEY PC	81.00	Urban Renewal General
1011286	10/30/2024	AIRGAS USA LLC	14.40	Landfill Cylinder Rental SEPT 2024
515448	10/30/2024	ALLIANT ENERGY	78,786.96	FY2025 BLANKET PO - ELECTRICITY COSTS
515448	10/30/2024	ALLIANT ENERGY	9,835.47	Electrical Service for building
515448	10/30/2024	ALLIANT ENERGY	6,272.05	ALLIANT 4392701000 Ramps/Lots FY25
515448	10/30/2024	ALLIANT ENERGY	29.50	ELECTRIC BILLS FOR FY25
515448	10/30/2024	ALLIANT ENERGY	167.87	ELECTRIC BILLS FOR FY25
515448	10/30/2024	ALLIANT ENERGY	3,398.62	ELECTRIC BILLS FOR FY25
515448	10/30/2024	ALLIANT ENERGY	25.21	Energy Costs for Various Locations
515448	10/30/2024	ALLIANT ENERGY	95.82	Energy Costs for Various Locations
515448	10/30/2024	ALLIANT ENERGY	545.15	FBO Jet Center Bld lower level
515448	10/30/2024	ALLIANT ENERGY	43.71	A Lites, T-Hangars 11 - 16 electrical service
515449	10/30/2024	ALLIANT ENERGY	23.78	T-hangar #36 electrical
515448	10/30/2024	ALLIANT ENERGY	126.73	Quonset Hangar Electrical
515448	10/30/2024	ALLIANT ENERGY	24.76	H lites, T-Hangars 61 - 68 electrical service
515448	10/30/2024	ALLIANT ENERGY	33.46	C Lites, T-Hangars 31 - 38 electrical service
515448	10/30/2024	ALLIANT ENERGY	358.20	Flight Ops Bld electrical service
515448	10/30/2024	ALLIANT ENERGY	33.62	Dmarc Bld electrical service
515448	10/30/2024	ALLIANT ENERGY	188.30	Admin, Jet Center Bld electrical service
515448	10/30/2024	ALLIANT ENERGY	47,577.78	Energy Costs for Various Locations
515448	10/30/2024	ALLIANT ENERGY	117.35	Energy Costs for Various Locations
515448	10/30/2024	ALLIANT ENERGY	77.73	Energy Costs for Various Locations
515449	10/30/2024	ALLIANT ENERGY	14.88	Self Fueler electrical service
515448	10/30/2024	ALLIANT ENERGY	77.98	Parking Lot Lites electrical service
515448	10/30/2024	ALLIANT ENERGY	114.59	SRE Bld electrical service
515448	10/30/2024	ALLIANT ENERGY	45.94	B Lites, T-Hangars 21 - 28 electrical service
515448	10/30/2024	ALLIANT ENERGY	1,189.44	ARFF Bld electrical service
515448	10/30/2024	ALLIANT ENERGY	88.52	Corp Hangar #88 electrical service
515448	10/30/2024	ALLIANT ENERGY	62.33	Old County Garage electrical service
515472	10/30/2024	AMERIGROUP (CAID HMO)	15.55	AMBULANCE REFUND
515477	10/30/2024	MEDICAL ASSOCIATES HEALTH PLAN OF IA	531.59	AMBULANCE REFUND
515473	10/30/2024	AMERIVANTAGE (CARE HMO)	420.97	AMBULANCE REFUND
515475	10/30/2024	AMERIVANTAGE(CARE HMO)	342.07	AMBULANCE REFUND
515474	10/30/2024	AMERIVANTAGE (CARE HMO)	403.45	AMBULANCE REFUND
515478	10/30/2024	PAUL J. HAYES	7.12	AMBULANCE REFUND
515476	10/30/2024	BALANCED CARE	820.50	AMBULANCE REFUND
515479	10/30/2024	WELLPOINT	95.62	AMBULANCE REFUND
515480	10/30/2024	WELLPOINT	103.70	AMBULANCE REFUND
515467	10/30/2024	Andrew James Carroll	750.00	1922 White St. Apt #2 -TBRA Penny Duckett App #245
1011262	10/30/2024	AV FUEL	20,055.06	Aviation fuel for resale
1011262	10/30/2024	AV FUEL	19,992.50	Aviation fuel for resale
1011263	10/30/2024	B & H FOTO & ELECTRONICS CORP	7,344.00	Microphone array system for virtual meetings
1011263	10/30/2024	B & H FOTO & ELECTRONICS CORP	1,204.98	Mobile workstation for auditorium conferencing
1011263	10/30/2024	B & H FOTO & ELECTRONICS CORP	56.21	Mobile workstation for auditorium conferencing
515454	10/30/2024	B I MURRAY COMPANY INC	337.41	Cleaning supplies
1011256	10/23/2024	BARD MATERIALS CENTRAL	20,617.82	Various Concrete Products
1011256	10/23/2024	BARD MATERIALS CENTRAL	657.88	Thompson Prop - Concrete
1011318	10/30/2024	BARD MATERIALS CENTRAL	318.44	Undermine Repair - 1673 Wood St
1011318	10/30/2024	BARD MATERIALS CENTRAL	255.90	Various Concrete Products
1011318	10/30/2024	BARD MATERIALS CENTRAL	793.90	Various Concrete Products
1011318	10/30/2024	BARD MATERIALS CENTRAL	567.70	Various Concrete Products
1011318	10/30/2024	BARD MATERIALS CENTRAL	421.80	Various Concrete Products
1011318	10/30/2024	BARD MATERIALS CENTRAL	745.65	Various Concrete Products
1011318	10/30/2024	BARD MATERIALS CENTRAL	294.88	Various Concrete Products
1011318	10/30/2024	BARD MATERIALS CENTRAL	723.60	Various Concrete Products
1011318	10/30/2024	BARD MATERIALS CENTRAL	411.80	Various Concrete Products
1011318	10/30/2024	BARD MATERIALS CENTRAL	502.25	Various Concrete Products
1011318	10/30/2024	BARD MATERIALS CENTRAL	411.80	Various Concrete Products
1011318	10/30/2024	BARD MATERIALS CENTRAL	606.68	Various Concrete Products
1011318	10/30/2024	BARD MATERIALS CENTRAL	542.48	Various Concrete Products
1011318	10/30/2024	BARD MATERIALS CENTRAL	567.70	Various Concrete Products
1011318	10/30/2024	BARD MATERIALS CENTRAL	783.83	Various Concrete Products
1011318	10/30/2024	BARD MATERIALS CENTRAL	622.93	Various Concrete Products
1011302	10/30/2024	Bauer Built Inc	561.40	Bus Tire Repairs Gillig #2696
1011245	10/23/2024	BIECHLER ELECTRIC INC	243.99	Reconstruct GA Apron Const project repair conduits
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	60.24	UTILITY EXPENSE - GAS
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	42.81	UTILITY EXPENSE - GAS
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	64.39	FY25: 1101 Central Ave - Colts Building Natural Gas
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	41.83	FY25: 1157 Central Ave - MFC Building Natural Gas
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	84.45	FY25: 1805 Central Ave Suite 1 - Natural Gas
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	37.01	FY25: 1805 Central Ave Suite 2 - Natural Gas

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	39.34	FY25: 1300 Main St - City Annex Natural Gas
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	152.01	FY25: 305 W. 6th St - Federal Building Natural Gas
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	109.18	NATURAL GAS FOR FY25
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	41.27	NATURAL GAS FOR FY25
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	42.48	NATURAL GAS FOR FY25
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	41.87	NATURAL GAS FOR FY25
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	41.27	NATURAL GAS FOR FY25
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	36.45	FY2025 BLANKET PO - GAS COSTS
1011261	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	FY2025 BLANKET PO - GAS COSTS
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	40.60	FY2025 BLANKET PO - GAS COSTS
1011261	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	FY2025 BLANKET PO - GAS COSTS
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	97.59	UTILITY EXPENSE - GAS
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	86.94	UTILITY EXPENSE - GAS
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	59.29	UTILITY EXPENSE - GAS
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	47.12	Flight Ops Bld natural gas service
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	100.80	Hangar 105 natural gas service
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	39.43	Corp Hangar #88 natural gas service
1011261	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	35.26	SRE Bld natural gas service
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	40.60	ARFF/Maint Bld natural gas service
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	38.83	FBO Office natural gas service
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	97.79	Terminal building natural gas service
1011261	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	36.45	Admin, Jet Center Bld natural gas service
1011260	10/30/2024	BLACK HILLS/IOWA GAS UTILITY CO	40.60	FBO Hangar natural gas service
250400036	10/31/2024	BLUEFIN PAYMENT SYSTEMS LLC	982.50	Monthly Fees
1011308	10/30/2024	Brandon Bauerly	100.00	1 hour music concert on November 1
515450	10/30/2024	BUTT'S FLORIST & GREENHOUSE	110.00	FY25 MONTHLY FLOWER ARRANGEMENT
1011258	10/23/2024	CAPITAL SANITARY	73.22	ST3-Toilet paper for Station 3
1011258	10/23/2024	CAPITAL SANITARY	77.62	JANITORIAL SUPPLIES FOR PARKS
1011258	10/23/2024	CAPITAL SANITARY	911.90	Terminal custodial supplies
1011258	10/23/2024	CAPITAL SANITARY	29.68	MISC supplies- BHGC
1011258	10/23/2024	CAPITAL SANITARY	78.20	MISC supplies- BHGC
1011323	10/30/2024	CAPITAL SANITARY	151.67	Janitorial Supplies - JOTC building
1011323	10/30/2024	CAPITAL SANITARY	46.25	JANITORIAL SUPPLIES FOR PARKS
1011323	10/30/2024	CAPITAL SANITARY	267.95	HDQ & ST4-Janitorial Supplies
1011323	10/30/2024	CAPITAL SANITARY	39.17	HDQ & ST4-Janitorial Supplies
1011323	10/30/2024	CAPITAL SANITARY	53.74	ST3-Janitorial Supplies
1011323	10/30/2024	CAPITAL SANITARY	88.80	FBO Custodial supplies
1011323	10/30/2024	CAPITAL SANITARY	105.92	FBO Custodial supplies
1011289	10/30/2024	CENTRAL PETROLEUM	917.28	Petroleum service work done at POD Marina
1011264	10/30/2024	CES COMPUTERS INC	1,265.25	Replacement computers for MFC computer lab
1011264	10/30/2024	CES COMPUTERS INC	361.50	Replacement computers for the Marina
1011264	10/30/2024	CES COMPUTERS INC	189.74	Fox it PDF Editor
1011265	10/30/2024	CINTAS CORP	48.12	FY25: City Hall, Annex, Fed Bldg - Floor Mat Servi
1011297	10/30/2024	CL SMITHCO	2,591.58	Pallets, Yard Box, Liner & Freight
1011246	10/23/2024	CLAREY'S SAFETY EQUIPMENT INC	332.63	Rae Sensor, Oxygen
1011309	10/30/2024	CLAREY'S SAFETY EQUIPMENT INC	3,784.26	Various Haz Mat Equipment (monitors, cal gas, etc.
1011247	10/23/2024	COMELEC SERVICES INC	1,392.00	Handheld radio replacements for staff
1011314	10/30/2024	COMMAND SECURITY SOLUTIONS	27.00	ALARM MONITORING FY25
1011314	10/30/2024	COMMAND SECURITY SOLUTIONS	29.99	ALARM MONITORING FY25
1011314	10/30/2024	COMMAND SECURITY SOLUTIONS	27.00	ALARM MONITORING FY25
1011266	10/30/2024	COMMUNICATIONS ENGINEERING CO	5,096.56	Firewall licensing - 1 year
1011284	10/30/2024	CONSTELLATION NEW ENERGY GAS DIV	73.01	FY25: 50 W. 13th St - City Hall Natural Gas
1011248	10/23/2024	CRESCENT ELECTRIC	113.25	Terminal HVAC parts replacement
1011310	10/30/2024	CRESCENT ELECTRIC	287.23	Lighting, ballast replacements
1011310	10/30/2024	CRESCENT ELECTRIC	113.25	Terminal HVAC parts replacement
1011310	10/30/2024	CRESCENT ELECTRIC	35.25	Terminal landscaping project
1011285	10/30/2024	DANIEL K KROGER	344.50	Travel Reimbursement
1011293	10/30/2024	Danielle Stowell	990.00	1667 Jackson St.-Wicked River Event Pro.-Blanket P
1011267	10/30/2024	DELTA DENTAL OF IOWA	13,754.54	FY25 Delta Dental- November 2024
515462	10/30/2024	DIETZ ENTERPRISES LLC	155.00	2499 Pinard OAHMP Dietz 2 CO
515471	10/30/2024	Discover Hospitality LLC	1,845.62	1689 Washington LHH21 Relocation
1011249	10/23/2024	DUBUQUE FIRE EQUIPMENT INC	44.90	MSC Garage Fire Extinguisher Service
1011249	10/23/2024	DUBUQUE FIRE EQUIPMENT INC	800.90	Yearly Fire Extinguisher Maintenance
1011311	10/30/2024	DUBUQUE FIRE EQUIPMENT INC	27.00	FILLING EAB INJECTION KIT AIT TANKS
515451	10/30/2024	DUBUQUE VISITING NURSE ASSOCIATION	1,034.89	VNA LHH21 September 2024
515451	10/30/2024	DUBUQUE VISITING NURSE ASSOCIATION	1,542.06	VNA Billing September
1011257	10/23/2024	DUBUQUELAND DOOR COMPANY	336.53	Gate Service on Card Reader and Gate Operator
1011296	10/30/2024	DYNAMIC LIFECYCLE INNOVATIONS INC	2,979.74	Electronics Scrap Management Services
515461	10/30/2024	ERYKA D COOK	90.00	Self Defense classes
1011298	10/30/2024	EUROFINS ENV TESTING NORTH CENTRAL	10,944.00	PFAS Pilot Study 09/19/24
1011298	10/30/2024	EUROFINS ENV TESTING NORTH CENTRAL	9,120.00	DMASWA PFAS removal Pilot study 09/21/2024
1011298	10/30/2024	EUROFINS ENV TESTING NORTH CENTRAL	166.00	DMASWA PFAS removal Pilot study 09/21/2024
1011283	10/30/2024	EXPRESS EMPLOYMENT PROFESSIONALS	2,569.60	I389-Sanitation Workers 10/06/24
515452	10/30/2024	FINLEY HOSPITAL	7,347.98	FY2025 Franchise Fees
515452	10/30/2024	FINLEY HOSPITAL	167.27	FY2025 Franchise Fees
515465	10/30/2024	First District Department of Corrections	890.83	FY2025 Franchise Fees
515465	10/30/2024	First District Department of Corrections	50.02	FY2025 Franchise Fees
1011281	10/30/2024	FOTH INFRASTRUCTURE & ENVIRO LLC	2,763.94	Install PV System Construction-AIP #77
1011281	10/30/2024	FOTH INFRASTRUCTURE & ENVIRO LLC	34,964.88	Reconstruct GA Apron Const Phase Engineering
1011281	10/30/2024	FOTH INFRASTRUCTURE & ENVIRO LLC	4,420.95	Relocate Taxiway Alpha Construction Engineering
1011270	10/30/2024	FOUR MOUNDS FOUNDATION	17,101.20	Four Mounds_Purchase of Services Grant FY2025

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1011294	10/30/2024	FOUR OAKS FAMILY & CHILDREN'S SERVI	4,398.89	Four Oaks_Purchase of Services Grant FY2025
1011304	10/30/2024	Global Flight Solutions, LLC	4,000.00	Air Service Consulting
1011274	10/30/2024	GUS N PSIHOS	333.00	Travel Reimb - WEFTEC 2024 - New Orleans
1011305	10/30/2024	Haley D Francke	365.50	Travel Reimbursement
1011271	10/30/2024	HDR ENGINEERING INC	365.67	PROFESSIONAL SERVICES
1011271	10/30/2024	HDR ENGINEERING INC	8,133.67	E/W Corridor Capacity Improv-University Overlap
1011280	10/30/2024	HILLS & DALES CHILD DEVELOPMENT	617.22	FY2025 Franchise Fees
1011280	10/30/2024	HILLS & DALES CHILD DEVELOPMENT	57.70	FY2025 Franchise Fees
1011280	10/30/2024	HILLS & DALES CHILD DEVELOPMENT	4,008.00	HILLS & DALES SPECIAL GRANT PROGRAM AGREEMENT- FY2
1011280	10/30/2024	HILLS & DALES CHILD DEVELOPMENT	7,128.00	HILLS & DALES SPECIAL GRANT PROGRAM AGREEMENT- FY2
515458	10/30/2024	HIRSCHBACH MOTOR LINES INC	4,462.50	Overflow hangar usage fees for transient aircraft
515453	10/30/2024	HOLY FAMILY CATHOLIC SCHOOLS	54.63	FY2025 Franchise Fees
515453	10/30/2024	HOLY FAMILY CATHOLIC SCHOOLS	1,505.73	FY2025 Franchise Fees
1011272	10/30/2024	INTERSTATE POWER SYSTEMS INC	4,457.75	unit 705486 "water in fuel" light on
250400037	10/31/2024	IOWA BEVERAGE SYSTEMS INC	242.45	Alcohol Purchases - Recreation
250400038	10/31/2024	IOWA BEVERAGE SYSTEMS INC	150.90	Alcohol Purchases - Recreation
515464	10/30/2024	Iowa Office of the State Archaeologist	134.00	2900 Brunswick HH Office ST Arhaeologist
1011273	10/30/2024	J & R SUPPLY COMPANY	40.00	CPL-ADS-12: 12 Split Coupling
1011268	10/30/2024	JON W DIENST	441.94	Travel Reimb - WEFTEC 2024 - New Orleans
1011291	10/30/2024	Kanopy Inc	535.00	Kanopy Streaming Services for Adult collection
1011291	10/30/2024	Kanopy Inc	553.00	Kanopy Streaming Services for Adult collection
1011306	10/30/2024	Kluesner Sanitation LLC	60.00	Scrap steel from DMASWA to Alter 10/11/24
1011306	10/30/2024	Kluesner Sanitation LLC	120.00	Scrap steel from DMASWA to Alter 10/11 and 10/16
1011250	10/23/2024	MAQUOKETA VALLEY ELECTRIC COOP	42.24	Obstruction lite electrical #2
1011250	10/23/2024	MAQUOKETA VALLEY ELECTRIC COOP	42.34	Obstruction lite electrical
1011250	10/23/2024	MAQUOKETA VALLEY ELECTRIC COOP	88.39	Airport Ent Rd & GA Sign electrical
1011250	10/23/2024	MAQUOKETA VALLEY ELECTRIC COOP	2,505.15	Terminal Building electrical
1011250	10/23/2024	MAQUOKETA VALLEY ELECTRIC COOP	441.41	Airfield lighting electrical
1011250	10/23/2024	MAQUOKETA VALLEY ELECTRIC COOP	1,469.41	Energy Costs
1011250	10/23/2024	MAQUOKETA VALLEY ELECTRIC COOP	80.00	Energy Costs
1011250	10/23/2024	MAQUOKETA VALLEY ELECTRIC COOP	93.00	Energy Costs
1011307	10/30/2024	Matthew Dressler	17,300.00	330 Kaufmann LHH21 Construction
1011299	10/30/2024	MAV RESTORATIONS LLC	5,000.00	41235 Peru Rd OAHMP MAV
1011299	10/30/2024	MAV RESTORATIONS LLC	20,037.00	2050 Coates LHH21 MAV Construction
1011299	10/30/2024	MAV RESTORATIONS LLC	16,100.00	3040 Lemon HH MAV 8233
1011299	10/30/2024	MAV RESTORATIONS LLC	300.00	3085 Lindale HH MAV 8232
515460	10/30/2024	MILLWORK HOTEL ASSOCIATES LLC	744.80	340 Lowell LHH21 Relocation
515460	10/30/2024	MILLWORK HOTEL ASSOCIATES LLC	744.80	330 Kaufmann LHH21 Relocation 1
515460	10/30/2024	MILLWORK HOTEL ASSOCIATES LLC	744.80	330 Kaufmann LHH21 Relocation 2
515460	10/30/2024	MILLWORK HOTEL ASSOCIATES LLC	1,050.21	340 Lowell LHH21 Relocation 2
515460	10/30/2024	MILLWORK HOTEL ASSOCIATES LLC	1,050.21	330 Kaufmann LHH21 Relocation 3
515460	10/30/2024	MILLWORK HOTEL ASSOCIATES LLC	1,050.21	330 Kaufmann LHH21 Relocation 4
1011313	10/30/2024	MR ROOTER PLUMBING	1,211.12	Landfill General Plumbing
1011251	10/23/2024	MUTUAL WHEEL COMPANY	9.80	3409 gov gasket
1011251	10/23/2024	MUTUAL WHEEL COMPANY	107.70	metal gasket stock
1011251	10/23/2024	MUTUAL WHEEL COMPANY	285.07	UNIT 1916 hump/hoses
1011251	10/23/2024	MUTUAL WHEEL COMPANY	713.00	STOCK kits, core, low boy drmm
1011251	10/23/2024	MUTUAL WHEEL COMPANY	44.04	STOCK U JOINT
1011251	10/23/2024	MUTUAL WHEEL COMPANY	49.00	STOCK GOV GASKET
1011251	10/23/2024	MUTUAL WHEEL COMPANY	15.77	UNIT 1921 24X24 FLAP
1011251	10/23/2024	MUTUAL WHEEL COMPANY	15.36	UNIT 1915 24X24 BLACK
1011312	10/30/2024	NORTHEAST IOWA COMMUNITY COLLEGE	556.36	FY2025 Franchise Fees
1011312	10/30/2024	NORTHEAST IOWA COMMUNITY COLLEGE	24.37	FY2025 Franchise Fees
1011320	10/30/2024	OVERDRIVE INC	1,500.00	Overdrive Platform Fee 10/1/24 to 12/31/24
250400035	10/31/2024	PAYMENTUS GROUP INC	9.12	Online Utility Billing
1011292	10/30/2024	PHELPS THE UNIFORM SPECIALISTS	45.43	Uniform cleaning for mechanic; shop towels cleanin
515457	10/30/2024	PIGOTT INC.	14,901.93	2nd Floor Engineering Admin Office Updates
1011301	10/30/2024	Presentation Lantern	5,000.00	Presentation Lantern_Purchase of Serv Grant FY2025
1011275	10/30/2024	RACOM CORPORATION	2,480.00	2024/2025 WIRELESS COMMUNICATIONS SUPPORT CONTRACT
515463	10/30/2024	RAM SERVICES LLC	100.00	922 Pleasant St LHH21 Radon Testing
515463	10/30/2024	RAM SERVICES LLC	100.00	2302 Prince St LHH21 Radon Testing
515463	10/30/2024	RAM SERVICES LLC	100.00	2750 Washington LHH21 Radon Testing
1011322	10/30/2024	RAVE WIRELESS INC	7,700.00	Subscription Renewal
515470	10/30/2024	Restoration & Renovation Services, LLC	102,550.00	Locust Street Parking Ramp Repair
515470	10/30/2024	Restoration & Renovation Services, LLC	91,851.25	Locust Street Parking Ramp Repair
1011290	10/30/2024	ROBERT G WRIGHT JR	3,500.00	2714 Washington HH Wright
1011288	10/30/2024	ROCHESTER ARMORED CAR CO INC	394.67	DMASWA Armored Car Service
250400027	10/23/2024	RXBENEFITS INC	1,015.04	FY25 Prescription Admin & Claims - October 2024
250400026	10/23/2024	RXBENEFITS INC	99,111.45	FY25 Prescription Admin & Claims- 9/28 to 10/11/24
1011276	10/30/2024	SAINT MARK YOUTH ENRICHMENT	3,763.08	St Marks_Purchase of Services Agreement FY2025
515455	10/30/2024	SCHMALZ PRECAST CONCRETE MFG	1,488.50	Manhole risers/bullnoses/squares
250400030	10/30/2024	SISCO	240.00	FY25 STD Ins. Prem. November 2024
515466	10/30/2024	Sof Surfaces Inc	37,382.60	RESURFACE FLORA POOL PLAYGROUND
1011300	10/30/2024	SPECIAL MARKETS INSURANCE CONSULTAN	1,548.57	AmeriCorps Sept Health Insurance
1011279	10/30/2024	STEPHEN J FEHSAL	387.00	TRAVEL REIMBURSEMENTS-FEHSAL
1011277	10/30/2024	STRAND ASSOCIATES INC	3,590.00	Granger Creek Pumping Station Design
1011277	10/30/2024	STRAND ASSOCIATES INC	5,718.38	Old Mill Rd Pumping Station
1011252	10/23/2024	SUPERIOR WELDING SUPPLY CO	30.91	Welding supplies
1011319	10/30/2024	SYN-TECH SYSTEMS INC	484.00	Cleaning cards for Fuelmaster fueling system
1011253	10/23/2024	TELEGRAPH HERALD	25.65	Environmental Review-Public Notice
1011253	10/23/2024	TELEGRAPH HERALD	4,097.50	Denver Air Conn Marketing - New service ORD-DBQ

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1011315	10/30/2024	TELEGRAPH HERALD	413.38	Annual TH subscription renewal 11/22/24-11/21/25
1011254	10/23/2024	TERMINAL SUPPLY	502.01	Garage Restock 092624
1011254	10/23/2024	TERMINAL SUPPLY	515.45	shop supplies 10/11/24
515459	10/30/2024	THE METRIX COMPANY	209.80	FY2025 Franchise Fees
1011287	10/30/2024	TRAVIS F SMITH	11,137.50	FY25 Lawn Care Services
1011287	10/30/2024	TRAVIS F SMITH	6,350.00	FY25 Lawn Care Services
250400031	10/31/2024	TREASURER STATE OF IOWA	17,964.30	FY25 Metro Sales Tax
250400032	10/31/2024	TREASURER STATE OF IOWA	93,478.57	FY25 UB Sales Tax
515447	10/25/2024	TRISTA M DAVID	210.00	After School Basketball Coach- Trista David
1011321	10/30/2024	TRI-STATE PORTA POTTY INC	1,130.00	PORT A POTTIES-OCT 2024
515456	10/30/2024	TRUCK COUNTRY OF IOWA INC	221,000.00	Purchase two (2) diesel 56,000 GVW truck chassis
515469	10/30/2024	Tucktara LLC	72,500.00	2527 Washington St - Construction
1011282	10/30/2024	Vestis Group Inc (f/k/a Aramark)	160.63	Linens, table cloths, cleaning cloths
1011282	10/30/2024	Vestis Group Inc (f/k/a Aramark)	105.14	Linens, table cloths, cleaning cloths
1011278	10/30/2024	WARTBURG THEOLOGICAL SEMINARY	52.52	FY2025 Franchise Fees
1011278	10/30/2024	WARTBURG THEOLOGICAL SEMINARY	611.47	FY2025 Franchise Fees
515468	10/30/2024	Waypoint Services for Women, Children and Families	1,900.11	Waypoint_Purchase of Services Agreement FY2025
1011316	10/30/2024	WELTER STORAGE EQUIPMENT CO INC	235.00	DDTF Desk Chair
1011255	10/23/2024	WENZEL TOWING SERVICE	312.00	Unit 1916 tow from 14928 Public Safety Way to MS
1011255	10/23/2024	WENZEL TOWING SERVICE	234.00	UNIT 3417 tow to MSC
1011317	10/30/2024	WENZEL TOWING SERVICE	88.40	UNIT 1819 tow to MSC
1011317	10/30/2024	WENZEL TOWING SERVICE	192.40	FY25 Wenzel Towing
1011303	10/30/2024	World Archives Midco, LLC	6,442.00	NewspaprArchive.com subscrip 1.1.25 to 12.31.26
			<u>\$</u>	<u>1,513,010.26</u>

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE: Reimbursement Resolution – Fire Facilities and Equipment

SUMMARY: City Manager recommending City Council approval of a reimbursement resolution to serve as “official intent” to reimburse the project expenditures for Fire Department facilities and equipment capital expenditures, as required under the federal tax-exempt bond regulation.
RESOLUTION Relating to the financing of proposed projects and acquisitions to be undertaken by the City of Dubuque, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code

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

ATTACHMENTS:

1. Fire Reimbursement Resolution - MVM Memo_2024_10_30
2. Fire Reimbursement Resolution - Staff memo_2024_10_30
3. RRR Fire Imprvmnts (Dubuque-10 2024)-v3

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Reimbursement Resolution – Fire Facilities and Equipment

DATE: October 30, 2024

Chief Financial Officer Jennifer Larson recommends City Council approval of a reimbursement resolution to serve as “official intent” to reimburse the project expenditures for Fire Department facilities and equipment capital expenditures, as required under the federal tax-exempt bond regulation. The resolution will allow reimbursement of project costs from a tax-exempt bond issued at a later date and allows the general fund to be reimbursed for all Fire Department facilities and equipment capital expenditures, from bonds that will be issued in the future.

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



Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer

TO: Michael C. Van Milligen, City Manager
FROM: Jennifer Larson, Chief Financial Officer
SUBJECT: Reimbursement Resolution – Fire Facilities and Equipment
DATE: October 30, 2024

INTRODUCTION

The purpose of this memorandum is to provide a reimbursement resolution to serve as “official intent” to reimburse the project expenditures for Fire Department facilities and equipment capital expenditures, as required under the federal tax-exempt bond regulation.

DISCUSSION

The resolution will allow reimbursement of project costs from a tax-exempt bond issued at a later date and allows the general fund to be reimbursed for all Fire Department facilities and equipment capital expenditures, from bonds that will be issued in the future.

RECOMMENDATION

I respectfully recommend the adoption of the enclosed resolution.

JML

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager

October 30, 2024

Via Email

Jenny Larson
Director of Finance and Budget/City Hall
Dubuque, Iowa

Re: Reimbursement Regulation Resolution
Our file: 430411-10

Dear Jenny:

We have prepared the attached resolution which may be adopted by the City Council on November 4, 2024 (or a later date of your choosing) in order to comply with federal regulations and to preserve the City's eligibility to be reimbursed from future tax-exempt bond proceeds for undertaking fire protection facilities improvements and equipment acquisition.

Please return one fully executed copy of the resolution to us for our files. Please contact Dave Grossklaus or me with questions.

Best regards,

John P. Danos

Attachment

cc: Adrienne N. Breitfelder
Tionna Pooler

ADOPT FEDERAL REIMBURSEMENT
RESOLUTION

430411-10

Dubuque, Iowa

November 4, 2024

The City Council of the City of Dubuque, Iowa, met on November 4, 2024, at _____
o'clock __.m., at _____, Dubuque, Iowa.

The meeting was called to order by the Mayor, and the roll was called showing the
following Council Members present and absent:

Present: _____

Absent: _____.

The City Clerk reported that, in order to preserve the City's eligibility to issue tax-exempt
bonds for undertaking fire protection facilities improvements and equipment acquisition, it would
be necessary for the City Council to adopt a resolution declaring the Council's intent to expend
current cash on-hand and to later reimburse those expenses from the proceeds of a bond issue.
Council Member _____ introduced the resolution next hereinafter set out,
related to financing the projects, and moved its adoption, seconded by Council Member
_____. After due consideration and discussion, the Mayor put the question
upon the adoption of said resolution, and the roll being called, the following Council Members
voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as hereinafter set out.

• • • •

At the conclusion of the meeting, and upon motion and vote, the City Council adjourned.

Mayor

Attest:

City Clerk

RESOLUTION NO. _____

Resolution relating to the financing of proposed projects and acquisitions to be undertaken by the City of Dubuque, Iowa; establishing compliance with reimbursement bond regulations under the Internal Revenue Code

BE IT RESOLVED by the City Council (the “Council”) of the City of Dubuque, Iowa (the “City”), as follows:

Section 1. Recitals.

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the “Regulations”) dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that the City make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued borrowing and that the borrowing occur and the reimbursement allocation be made from the proceeds of such borrowing within a certain period after the payment of the expenditure or the date the projects are placed in service; and

(c) The City desires to comply with requirements of the Regulations with respect to certain projects and acquisitions hereinafter identified.

Section 2. Official Intent Declaration.

(a) The City proposes to undertake the following projects and acquisitions and to make original expenditures with respect thereto prior to the issuance of bonds, notes or other obligations (the “Bonds”) and reasonably expects to issue the Bonds for such projects and acquisitions in the maximum principal amount shown below:

<u>Projects/Acquisitions</u>	<u>Maximum Amount of Bonds Expected to be Issued for Projects/Acquisitions</u>
Undertaking capital improvements to municipal fire protection buildings and facilities and acquiring vehicles and equipment for the municipal fire department	\$4,000,000

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the Bonds or (ii) expenditures made not earlier than sixty days prior to the date of this Resolution or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the projects and acquisitions have heretofore been made by the City for which the City will seek reimbursement from the proceeds of the Bonds.

(c) This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 3. Budgetary Matters.

As of the date hereof, there are no City funds reserved, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the projects and acquisitions, other than pursuant to the issuance of the Bonds. This resolution, therefore, is determined to be consistent with the City's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof, all within the meaning and content of the Regulations.

Section 4. Reimbursement Allocations.

The City's finance officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Bonds to reimburse the source of temporary financing used by the City to make payment of the prior costs of the projects and acquisitions. Each allocation shall be evidenced by an entry on the official books and records of the City maintained for the Bonds, shall specifically identify the actual prior expenditure being reimbursed or, in the case of reimbursement of a fund or account, the fund or account from which the expenditure was paid, and shall be effective to relieve the proceeds of the Bonds from any restriction under the bond resolution or other relevant legal documents for the Bonds, and under any applicable state statute, which would apply to the unspent proceeds of the Bonds.

Section 5. Repealer.

All resolutions, parts of resolutions, or actions of the City Council in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved November 4, 2024.

Mayor

Attest:

City Clerk

ATTESTATION CERTIFICATE

STATE OF IOWA
DUBUQUE COUNTY
CITY OF DUBUQUE

SS:

I, the undersigned, City Clerk of the City of Dubuque, Iowa, hereby certify that the attached is a true, correct and complete transcript of the proceedings had and action taken by the City Council in connection with reimbursement bond regulations, including a true, correct and complete copy of the resolution referred to in such minutes.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE:	Tschiggfrie Parcel
SUMMARY:	City Manager recommending City Council adopt the resolution accepting the deed to a parcel owned by Edward and Joan Tschiggfrie. RESOLUTION Accepting The Deed To Certain Real Estate In Dubuque County, Iowa From Edward And Joan Tschiggfrie
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Tschiggfrie _ MVM Accept Deed 10232024
3. Accepting Deed Tsciggfrie Resolution _ 102222024
4. Tschiggfrie Quit Claim Deed _ Unsigned

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Tschiggfrie Parcel
DATE: October 31, 2024

Senior Counsel Barry Lindahl is recommending City Council adopt the resolution accepting the deed to a parcel owned by Edward and Joan Tschiggfrie. The parcel was the subject of an Acquisition Plat in 2002.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

MEMO

To: Michael C. Van Milligen
City Manager

DATE: October 22, 2024

RE: Tschiggfrie Parcel

Attached is a letter from Attorney John C. O'Connor requesting that the City accept a deed to a parcel owned by Edward and Joan Tschiggfrie. The parcel was the subject of an Acquisition Plat in 2002. The intent, according to Mr. O'Connor, was that the parcel would be transferred to the City in connection with what is now the ITC Trail.

Attached is a map showing the location of the parcel.

I recommend the attached Resolution accepting the deed be submitted to the City Council for consideration and approval.

BAL:JLM

Attachments

cc: Crenna Brumwell, City Attorney
John O'Connor, Esq.

Prepared by Barry A. Lindahl 300 Main Street, Suite 330 Dubuque IA 52001 563 583-4113
Return to Prepared by Barry A. Lindahl 300 Main Street, Suite 330 Dubuque IA 52001 563 583-4113

RESOLUTION NO. ____ 24

**ACCEPTING THE DEED TO CERTAIN REAL ESTATE IN DUBUQUE COUNTY, IOWA
FROM EDWARD AND JOAN TSCHIGGFRIE**

WHEREAS, Edward and Joan Tschiggfrie are the owners of the following real estate

Lot A of Lot 2 of Lot 1 of "Lott's Subdivision", in Section 1, Table Mound Township, in the City of Dubuque, Iowa, according to the recorded plats thereof, subject to easements of record

(the Property)

; and

WHEREAS, in 2002, the City of Dubuque prepared an Acquisition Plat for the Property the intent of which was to allow Edward and Joan Tschiggfrie to convey the Property to the City; and

WHEREAS, the intended conveyance was not finalized; and

WHEREAS, Edward and Joan Tschiggfrie have now requested that the City accept the deed to the Property a copy of which is attached hereto; and

WHEREAS, the City Council finds that the deed should be accepted;

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

1. The City of Dubuque, Iowa, hereby accepts the Deed from Edward and Joan Tschiggfrie, a copy of which is attached hereto.

2. The City Clerk is hereby authorized and directed to record this Resolution and the Deed with the Dubuque County Recorder.

Passed, approved and adopted this _____ day of _____, 2024.

Brad M. Cavanaugh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**QUIT CLAIM DEED
Recorder's Cover Sheet**

Preparer Information:

John C. O'Connor, O'Connor & Thomas, P.C., 1000 Main Street, Dubuque, IA 52001, Tel:
(563) 557-8400 (kmp)

Taxpayer Information:

The City of Dubuque, Iowa, 50 W. 13th Street, Dubuque, IA 52001

Return Document To:

The City of Dubuque, Iowa, 50 W. 13th Street, Dubuque, IA 52001

Grantors:

Edward D. Tschiggfrie and Joan Tschiggfrie

Grantee:

The City of Dubuque, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



QUIT CLAIM DEED

For the consideration of Ten Dollars (\$10.00) and other valuable consideration, Edward D. Tschiggfrie and Joan Tschiggfrie, husband and wife, do hereby Quit Claim to The City of Dubuque, Iowa, an Iowa municipality, all our right, title, interest, estate, claim and demand in the following described real estate in Dubuque County, Iowa:

Lot A of Lot 2 of Lot 1 of "Lott's Subdivision", in Section 1, Table Mound Township, in the City of Dubuque, Iowa, according to the recorded plats thereof, subject to easements of record.

This deed is exempt according to Iowa Code 428A.2(21).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: October _____, 2024

Edward D. Tschiggfrie, Grantor

Joan Tschiggfrie, Grantor

STATE OF IOWA, COUNTY OF DUBUQUE

This record was acknowledged before me on October _____, 2024,
by Edward D. Tschiggfrie and Joan Tschiggfrie.

(insert notary stamp or seal below)

Signature of Notary Public

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE: City Hall Annex Roof Replacement Project - Project Code: 5565000001

SUMMARY: City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$182,160.00 to Giese Roofing Company for the City Hall Annex Roof Replacement Project.
RESOLUTION Accepting The City Hall Annex Roof Replacement Project And Authorizing Final Payment To The Contractor

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

ATTACHMENTS:

1. MVM Memo
2. City Hall Annex Roof Replacement Project - Staff Acceptance MEMO
3. City Hall Annex Roof Replacement Project - Council Acceptance RESOLUTION
4. City Hall Annex Roof Replacement Project - Engineer's Certificate of Completion

TO: The Honorable Mayor and City Council Members

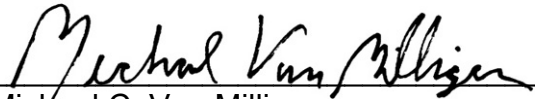
FROM: Michael C. Van Milligen, City Manager

SUBJECT: City Hall Annex Roof Replacement Project
Project Code: 5565000001

DATE: October 30, 2024

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$182,160.00 to Giese Roofing Company for the City Hall Annex Roof Replacement Project.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: October 30, 2024
SUBJECT: City Hall Annex Roof Replacement Project
Project Code: 5565000001

INTRODUCTION

The attached resolution provides for the acceptance of the public improvement construction contract for the City Hall Annex Roof Replacement Project.

BACKGROUND

The City Hall annex roof on the building was more than 20 years old and was in a significant state of deterioration. The Facilities Management Team (FMT) had twice over that past 3 months hired roofing contractors to patch the existing roof to prevent water from leaking into the building. That work was only marginally successful and during heavy intensity rain events water still leaked into the building. Since the top floor of the Annex is home of the City's Information Services Department, water leaking in the building can lead to a critical disruption of services. During a heavy rain event the computer training lab and two employee workspaces became temporarily unusable.

In response to permanently addressing the active roof leaks, the FMT expedited receiving emergency informal bid quotations from two local contractors for replacing the roof on the building. The based bid solicited pricing to replace the roof in kind with a single ply ketone ethylene ester flexible membrane product that provided a 20-year warranty. The bid documents also required pricing for an alternative bid to provide a metal roof with a 20-year warranty but would have a 50-year life expectancy. Based on the bid results, since the cost differential between the base bid and the alternate bid was only 8% while the life expectancy of the alternate bid roof is 30 additional years longer, Giese Roofing Company was awarded the alternate bid. Replacement of the roof has been coordinated with the Planning Services Department to ensure compliance with Historic Preservation District requirements.

DISCUSSION

The City Hall Annex Roof Replacement Project was completed by Giese Roofing Company in the final contract amount of \$182,160.00 which is a 4.8% decrease above the original contract amount of \$191,395.00.

RECOMMENDATION

I recommend that the City Council accept the Public Improvements and authorize the payment of \$182,160.00 to Giese Roofing Company of the City Hall Annex Roof Replacement Project.

BUDGET IMPACT

The project cost for the City Hall Annex Roof Replacement is \$182,160.00 and will be funded as follows:

Funding Code	Funding Description	Award	Final
5565000001	City Annex Roof Replacement	\$ 82,500	\$ 82,413.02
5565000008	City Annex Window Replacement	75,000	75,000.00
100-55-5514-60-650-5505-00-01-63100	City Hall Building Maintenance	4,975	4,116.43
100-55-5515-60-650-5505-00-01-63100	City Annex Building Maintenance	13,775	13,775.00
100-55-5515-60-650-5505-00-01-65045	City Annex Building Maintenance	8,000	6,855.55
Total Project Funding:		\$191,395	\$182,160.00

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$182,160.00 to Giese Roofing Company for the City Hall Annex Roof Replacement Project.

Prepared by: Kerry Bradley, Project Support Specialist
cc: Justin Hogan, Facilities Manager

RESOLUTION NO. -24

**ACCEPTING THE CITY HALL ANNEX ROOF REPLACEMENT PROJECT AND
AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

WHEREAS, the Public Improvement Contract for the City Hall Annex Roof Replacement Project (the Project) has been completed by the contractor, Giese Roofing Co. (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is \$182,160.00;

WHEREAS, the Contractor has previously been paid \$173,052.00, leaving a balance of \$9,108.00; and

WHEREAS, the City Council finds that the recommendation of the City Engineer should be accepted.

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

SECTION 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

SECTION 2. The Director of Finance and Budget is hereby directed to pay the balance of the retainage of \$9,108.00 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved and adopted this 4th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, CMC City Clerk

CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE CITY HALL ANNEX ROOF REPLACEMENT PROJECT

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the City Hall Annex Roof Replacement Project and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$182,160.00.

Dated this 30th day of October 2024.

A handwritten signature in blue ink, appearing to read 'Gus Psihoyos', written over a horizontal line.

Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 30th day of October 2024.

A handwritten signature in blue ink, appearing to read 'Adrienne N. Breitfelder', written over a horizontal line.

Adrienne N. Breitfelder, CMC City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE:	2024-2026 Dubuque City Council Goals & Priorities Handout
SUMMARY:	City Manager providing a copy of the 2024-2026 Dubuque City Council Goals and Priorities Handout. The publication will be mailed with City utility bills from Nov. 13 through Dec. 11.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. City Council 2024 Goals and Priorities Handout - COUN006-102824

2024–2026

DUBUQUE CITY COUNCIL

GOALS & PRIORITIES

LOOKING AHEAD

Over the course of three sessions in August, City Council members affirmed the 15-year vision statement and mission statement and identified eight five-year goals for the city.

They also identified top and high priorities for a 2024–2026 policy agenda as well as in-progress projects and capital projects for 2024–2026.

POLICY AGENDA

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

2024 – 2026 Top Priorities *(in alphabetical order)*

- Air Service Future Strategy and Action Plan: Major Airline Hub Connections
- Central Avenue Revitalization Plan Implementation
- Construction of 14th Street Railroad Overpass and 16th Street Corridor Complete Streets Improvements: RAISE Grant and Matching Funds
- Police Department Staffing and Hiring
- Street Maintenance/Rehabilitation Program

2024 – 2026 High Priorities *(in alphabetical order)*

- Catfish Creek Sanitary Sewer Project: Old Mill Road Lift Station Project
- Chaplain Schmitt Island Development
- City Workforce Retention and Attraction
- Comprehensive Study of Fire Station Locations and Staffing
- Parks Maintenance/Refresh Action Plan



BRAD M. CAVANAGH
MAYOR



RIC W. JONES
AT-LARGE



DAVID T. RESNICK
AT-LARGE



SUSAN R. FARBER
1ST WARD



LAURA J. ROUSSELL
2ND WARD



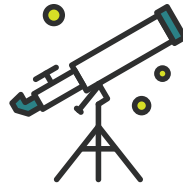
DANNY C. SPRANK
3RD WARD



KATY A. WETHAL
4TH WARD

VISION STATEMENT

Dubuque 2039 is a sustainable and resilient city and an inclusive and equitable community where ALL are welcome. Dubuque 2039 has preserved our Masterpiece on the Mississippi, has a strong diverse economy and expanding connectivity. Our residents experience healthy living and active lifestyle; have a choice of quality, livable neighborhoods; and have an abundance of fun things to do; and are engaged in the community.



MISSION STATEMENT

Dubuque city government is progressive and financially sound with residents receiving value for their tax dollars and achieving goals through partnerships. Dubuque city government's mission is to deliver excellent municipal services that support urban living; contribute to an equitable, sustainable city; plan for the community's future; and facilitate access to critical human services.



FIVE-YEAR GOALS: 2024 – 2026

- **Vibrant Community:**
Healthy and Safe
- **Financially Responsible, High-Performance City Organization:**
Sustainable, Equitable, and Effective Service Delivery
- **Robust Local Economy:**
Diverse Businesses and Jobs with Economic Prosperity
- **Livable Neighborhoods and Housing:**
Great Place to Live
- **Sustainable Environment:**
Preserving and Enhancing Natural Resources
- **Connected Community:**
Equitable Transportation, Technology Infrastructure, and Mobility
- **Diverse Arts, Culture, Parks, and Recreation Experiences and Activities**
- **Partnership for a Better Dubuque:**
Building Our Community that is Viable, Livable, and Equitable



MANAGEMENT IN PROGRESS & MAJOR PROJECTS

Under each City Council goal are items listed as **Management in Progress** and **Major Projects**. These are items and projects that are underway and budgeted. Staff is implementing and providing updates to City Council.

Vibrant Community

Management in Progress

- 911 Center Prepared Live Software: Funding
- 911 Center Relocation, Technology, and Staffing
- Animal Control Ordinance Update: Adoption
- Diversity, Equity, Inclusion, and Belonging: City & Department Action Plans
- Equitable Fines and Fees Reform Pilot Program Implementation
- Fire Department Community Risk Reduction Strategic Plan
- Fire Equipment Acquisition: Two Ambulances and Fire Boat
- Fire Protective Gear Replacement: Funding and Acquisition
- Law Enforcement Mental Health and Wellness Check-Ins
- License Plate Reader Cameras: Implementation
- Opioid Settlement Planning and Response in Partnership with Dubuque County
- Pet Licensing Systems Implementation
- Public Health Preparedness Emergency Response Plan Update
- Public Safety Radios Upgrade
- Public Safety Workforce Diversification
- School Resource Office Program Expansion: Report
- Traffic and Security Cameras Deployment
- Veterinarian Services Contract with Animal Control

Major Projects

- Fire Headquarters Bunk Room Remodel, HVAC, and Fire Administration Office Update
- Fire Training Center Burn Tower Improvement Project

Financially Responsible, High-Performance City

Management in Progress

- Adopt-A-Spot/Volunteer Management GIS Application
- City Bond Rating: Updated Credit Rating
- City Legislative Advocacy Agenda and Action Plan 2025
- City Organization Safety Program: Review, Update, and Training
- Commercial Banking Services: Implementation
- Citizen Response Management System Replacement: Implementation
- Cyber Security Enhancements: Training and Tool
- Data Governance: Direction and Funding
- Debt and Investment Management Software: RFP and Installation
- Enterprise Asset Management System and Work Order System: Funding & RFQ
- Enterprise Resource Planning Software Implementation
- Future City Employee Career Development Program(s): Report
- Human Resource Information System: Implementation
- Leisure Services Director Replacement
- Organizational Culture Continuous Improvement
- Review of City Departments: Services and Staffing

Major Projects

- City Data Center Project– Phase 1: Completion
- City Facilities Integrated Access Control Project
- City Hall and City Hall Annex Renovations: Design
- Federal Building HVAC System Condition Assessment and Long-term Replacement Plan: Completion
- Federal Building Upgrade Project: Completion
- Multicultural Family Center Project: Completion



Robust Local Economy

Management in Progress

- Business Incentives Policy: Review and Refine
- Comprehensive Hotel Incentive Policy and Strategy
- Field of Dreams: Next Steps for City
- Flexsteel Site Redevelopment: Pump Agreement
- Grand Harbor Hotel
- Minority- and/or Women-Owned Business Enterprise Procurement Policy: Revision and Public Awareness Report
- Port of Dubuque New Hotel Development
- Poverty Reduction Plan: Update Report

Major Projects

- Dubuque Brewing & Malting Building Project: Deconstruction Completion and Site Remediation Enforcement Action
- River Boat Docking Project: Environmental Study and Temporary Dock Installation

Livable Neighborhoods and Housing

Management in Progress

- Code Compliance/Enforcement Enhancements
- Housing Opportunity Through Modernization Act Implementation for Housing Choice Voucher Program
- National Standards for the Physical Inspection of Real Estate Implementation from Housing Quality Standards for Housing Choice Voucher Program
- Neighborhood Associations Development
- New Housing Development Support: Report
- Permitting and Inspection Software Implementation
- Terminus for all Permits, Data Governance, and Storage
- Unified Development Code: Completion

Sustainable Environment

Management in Progress

- Air Quality EPA Path Forward: Update Reports
- Annual Water Quality (Consumer Confidence) Report
- Electric Bus Implementation: Acquisition
- Emerald Ash Borer: Funding for Planting, Stump Removal, and Sidewalk Replacement
- Expand Testing Capability of Water & Resource Recovery Center State-Certified Lab
- Fats, Oils, and Grease Program: Software Update
- Pollinator Habitat in Park System: Completion
- Sewer System Infrastructure Asset Master Plan: Analysis and Update Report
- Branching Out Dubuque Tree Planting Program
- Water Distribution and Treatment System Master Plan
- Water & Resource Recovery Center HVAC System Improvements
- Water & Resource Recovery Center Odor Abatement

Major Projects

- 42-inch Sanitary Sewer Force Main Stabilization Project
- Advancing New Deep Water Well No. 11
- Auburn and Custer Street Reconstruction Project
- Bee Branch Stormwater Pumping Station Project
- Cedar and Terminal St. Lift Station and Force Main Project
- City-Wide Fiber Project: Water Department Pump Stations, Tanks, and Towers
- Creek Crossing Restoration Project
- Deep Water Well No. 7 Rehabilitation
- Edval Ln. to N. English Mill Rd. Water and Sewer Main Extension
- Granger Creek Lift Station Improvements
- Green Alley Projects:
 - 15th St. to 17th St. between Iowa St. and Central Ave.
 - 17th St. to 18th St. between Central Ave. and White St.

- Grove Terrace Sanitary Sewer Reconstruction
- High-Strength Waste Receiving and Storage Project
- Lead Water Service Line Replacement Pilot Program
- Old Mill Rd. Lift Station and Force Main Project
- Supervisory Control and Data Acquisition Overhaul: Water
- Tamarack Park/HWY 61 Water and Sewer Main Extension
- Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment

Connected Community

Management in Progress

- Community Broadband Project Fiber-to-the-Home: Phase 2
- Jule Services Study Planning Grant Completion
- Parking System and Technology Master Plan
- Smart Parking and Mobility Study: Parking Implementation
- Smart Traffic Routing with Efficient and Effective Traffic Signals (STREETS) Program: Phase 1
- Central Ave. and White St. Corridor Short-Term Action: Report

Major Projects

- 2024 Pavement Marking Project: Completion
- Bee Branch Trail – Phase 1 Project: Completion
- Camera Connections to Additional City Locations Project: Completion
- Connection to Data Center Project: Phase 2 Completion
- East-West Corridor/Roundabout Policy/Projects: Preliminary Design
- General Aviation Apron Reconstruction Project: Construction
- Heeb St. Reconstruction Project: South of Kaufmann Ave.
- US 20 and Northwest Arterial Intersection Project
- Relocation of Fiber Optics on US 20 Catfish Creek Bridge
- Schmitt Island Community Project Trail Grant
- Southwest Arterial Intelligent Transportation Systems Project: Completion
- Taxiway Alpha Construction Project – Phase 2: Completion
- Wildwood Dr. Bridge Replacement: Design

Diverse Arts, Culture, Parks, & Recreation Experiences & Activities

Management in Progress

- Arts and Culture Master Plan: Report and Engagement Strategy
- Chaplain Schmitt Island Amphitheater Construction
- Comiskey Park Phase 2 Construction
- Comprehensive Parks Master Plan
- Culture Definition in Community Programming: Report
- Eagle Point Park Enhancements/Reinvestment
- Five Flags Civic Center Management Selection
- Five Flags Facility Project: Update Report
- Historic Millwork District Park: Plan Adoption
- Multicultural Family Center Cultural Experiences and Programming: Report

Major Projects

- Eagle Valley Neighborhood Park: Completion
- English Ridge Neighborhood Park: Completion
- ImOn Ice Arena Dehumidification, HVAC, and Generator Project
- Jackson Park Restrooms and Amenities: Design
- Westbrook Neighborhood Park: Completion

Partnership for a Better Dubuque

Management in Progress

- City Life in Marshallese or Other Languages: Implementation
- Community Impact Department: Mission and Vision
- Equitable Fines and Fees Work Plan
- Succession Plan for Intergovernmental Relations Position

**City of Dubuque
City Council**

CONSENT ITEMS # 9.

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

ATTACHMENTS:

1. Housing Incentives - New Units - Oct 28 2024

CREATING HOUSING OPPORTUNITIES

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

THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

2,402 Total Lots/Units Proposed
as of October 29, 2024, including
392 Affordable Units

Residential Subdivision Lot Availability

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

*Subdivision has additional phases

TOTAL: 261

Residential Development - Under Review

Development	Location	# of Lots/Units	Use
Visitation/AHNI	900 Alta Vista Street	25 Units	Affordable Apartments
Carter Road Apartments	Carter Road	40 Units	Market-Rate Apartments
Union Park Place Apartments & Townhomes	North of NW Arterial	152 Units	Market-Rate Apts/Townhomes
Farley & Loetscher, LLC	801 Jackson Street	126 Units	Market-Rate Apartments
1701 Central Ave Apartments	1701 Central Avenue	4 Units	Market-Rate Apartments
35 Locust Street Apartments	35 Locust Street	81 Units	Market-Rate Apartments/Mixed Use
Iowa Street Lofts	1248 Iowa Street	17 Units	Market Rate Apartments
Habitat for Humanity	Wood Street	16 Units	Affordable Single-Family Homes
Millwork Flats	1065 Jackson Street	62 Units	Market-Rate Apartments
Plastic Center, Inc.	408 W. Fifth Street	9 Units	Market-Rate Apartments
Corridor DBQ	1527 Central Avenue	10 Units	Market-Rate Apartments

TOTAL: 542

Residential Subdivision - Under Construction

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

TOTAL: 127

ADDITIONAL DETAILS ON BACK

CONTINUED FROM PAGE 1

Residential Development - Approved			
Development	Location	# of Lots/Units	Use
The Stacks	Ice Harbor Drive	187 Units	Market-Rate Apartments
Emri Apartments	Radford Road	48 Units	Affordable Family Housing Apartments
Fox Hills Apartments	End of Plaza Drive	390 Units	Market-Rate Apartments
Union at the Marina	1860 Hawthorne Street	201 Units	Affordable Family Housing

TOTAL: 826

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

TOTAL: 193

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

TOTAL: 35

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

TOTAL: 418

www.cityofdubuque.org/incentives



SCAN ME

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE:	Housing Commission Cross Representation Appointment
SUMMARY:	Housing Commission requesting City Council approval on the appointment of commissioner Renee Kehoe, 1209 Lincoln Ave., to the Cross Representation term on the Community Development Advisory Commission that will expire on August 17, 2027.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. Kehoe Appointment Letter Request
2. DBQ Housing Commission Code

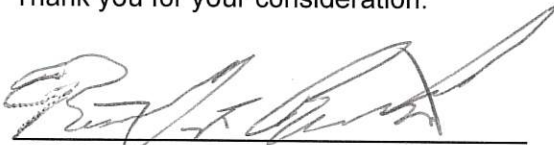
October 23, 2024

Dear City Council Members:

The Housing Commission voted on October 22, 2024, to re-appoint Commissioner Renee Kehoe as the Housing Commission Liaison to the Community Development Advisory Commission.

The Housing Commission hereby requests City Council to approve Commissioner Kehoe's assignment to the Community Development Advisory Commission.

Thank you for your consideration.



Rick Baumhover
Chairperson, Housing Commission

ARTICLE B. HOUSING COMMISSION

SECTION:

2-5B-1: Commission Created

2-5B-2: Purpose

2-5B-3: Internal Organization And Rules

2-5B-4: Procedures For Operation

2-5B-5: Membership

2-5B-6: Oath

2-5B-7: Terms

2-5B-8: Vacancies

2-5B-9: Officers/Organization

2-5B-10: Meetings

2-5B-11: Compensation

2-5B-12: Removal

2-5B-13: Powers

2-5B-14: Project Approval

2-5B-15: Monitor Housing Program; Conduct Hearings On Grievances

2-5B-1: COMMISSION CREATED:

There is hereby created the housing commission. (Ord. 67-15, 10-19-2015)

2-5B-2: PURPOSE:

The purpose of the commission is to undertake and carry out studies and analysis of housing needs and the meeting of such needs; to recommend proposed projects in the area of low and moderate income housing for the citizens of the city; to monitor the city's housing programs; and to conduct grievances regarding the rental assistance program, except in the area of property maintenance code enforcement. (Ord. 31-16, 6-20-2016, eff. 7-1-2016)

2-5B-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 67-15, 10-19-2015)

2-5B-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 67-15, 10-19-2015)

2-5B-5: MEMBERSHIP:

- A. Number: The commission comprises ten (10) residents of the city.
- B. Age: Residents must be eighteen (18) years of age or older.
- C. Special Qualifications:
 1. At least three (3) members must be selected specifically on the basis of experience in real estate development, banking, finance, accounting, funds management, or other related areas of expertise.
 2. One (1) member must be a person who is a recipient of tenant based rental assistance under section 8 of the United States Housing Act of 1937, whose name appears on a lease of section 8 property. If such member ceases to be a recipient of rental assistance under section 8, the term of such member is deemed terminated and a new member who meets the requirements of this subsection must be appointed for the remainder of the term.
 3. The remaining members are at-large members.
 4. No property owner or landlord accepting Housing Choice Vouchers may serve pursuant to 24 CFR 982.161 and Section 18 of the Annual Contributions Contract.
 5. Cross-Representation:
 - a. One (1) member must be appointed by the commission, with city council approval, to serve on the community development advisory commission.
 - b. One (1) member must be appointed by the commission, with city council concurrence, to serve on the long range planning advisory commission. (Ord. 74-15, 12-7-2015; amd. Ord. 5-21, 2-15-2021; Ord. 54-23, 12-4-2023)

2-5B-6: OATH:

Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 67-15, 10-19-2015)

2-5B-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representative appointees to the community development advisory commission and the long range planning advisory commission must coincide with their terms on the housing commission. (Ord. 67-15, 10-19-2015; amd. Ord. 5-21, 2-15-2021)

2-5B-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 67-15, 10-19-2015)

2-5B-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 67-15, 10-19-2015)

2-5B-10: MEETINGS:

- A. Regular Meetings: The commission must meet quarterly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after each meeting, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Six (6) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 67-15, 10-19-2015; amd. Ord. 38-21, 11-1-2021)

2-5B-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 67-15, 10-19-2015)

2-5B-12: REMOVAL:

Except as provided in subsection 2-5B-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 67-15, 10-19-2015)

2-5B-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To contribute as appropriate in the planning, coordinating, and review of housing development;
- B. To conduct public hearings to ensure meaningful citizen input in the planning, implementation, and assessment of the city's housing programs;
- C. To provide for and encourage the participation of low and moderate income persons in the planning, implementation, and assessment of housing programs;
- D. To provide input into the community planning process and to assist in accomplishing a coordinated and consistent housing development program of the city in accordance with present and future housing needs;
- E. To request and review ongoing surveys assessing housing needs and identifying future community housing needs, particularly the needs of persons of low and moderate income;
- F. To support the efforts of the city council and other city commissions in the assessment of the general housing needs of the community;
- G. To undertake from time to time other specific ongoing housing planning which may be referred to it by the city council;
- H. To research and recommend to the city council policies and programs facilitating the development of affordable housing;
- I. To undertake public information efforts to educate citizens of the availability of federal, state, and locally funded housing assistance programs;
- J. To assist in the preparation of the housing element of the city comprehensive plan and the annual consolidated plan; and
- K. Undertake such additional duties, upon the request of the City Council. (Ord. 67-15, 10-19-2015; amd. Ord. 54-23, 12-4-2023)

2-5B-14: PROJECT APPROVAL:

Any proposed low rent housing project is subject to the approval of the city council and any project requiring a referendum as provided in the Iowa Code must be submitted to the voters of the city in accordance with the Iowa Code. (Ord. 67-15, 10-19-2015)

2-5B-15: MONITOR HOUSING PROGRAM; CONDUCT HEARINGS ON GRIEVANCES:

The commission monitors the city's housing program and conducts hearings on grievances arising out of the operation of such program with the exception of property maintenance code enforcement which is handled by the housing board of appeals. (Ord. 31-16, 6-20-2016, eff. 7-1-2016)

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE: Grass and weed cutting and garbage collection assessments

SUMMARY: City Manager recommending City Council adopt the attached resolution authorizing the City to certify grass and weed cutting and garbage collection charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.
RESOLUTION Authorizing The City To Collect Delinquent Grass And Weed Cutting And Garbage Collection Charges In Accordance With Title 6-4-3A And Title 6-8-2 Of The Code Of Ordinances Of The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. MVM Memo
2. Council_Memo_November 2024
3. Grass, Weed and Garbage Resolution November 2024
4. Grass, Weed and Garbage notice -November 2024
5. Assessments Grass-Weeds-Garbage 11-24

TO: The Honorable Mayor and City Council Members

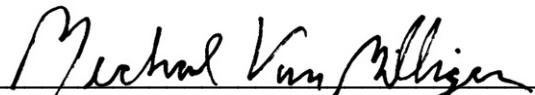
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Grass and weed cutting and garbage collection assessments

DATE: October 31, 2024

Housing & Community Development Director Alexis Steger is recommending City Council adopt the attached resolution authorizing the City to certify grass and weed cutting and garbage collection charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Alexis Steger, Housing & Community Development Director
Tami Ernster, Permit Clerk

TO: Michael C Van Milligen, City Manager

FROM: Alexis M Steger, Housing and Community Development Director

DATE: October 23, 2024

SUBJECT: Grass and weed cutting and garbage collection assessments

INTRODUCTION

The purpose of this memorandum is to request City Council to adopt the attached resolution authorizing the City to certify grass and weed cutting and garbage collection charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.

INTRODUCTION

Title 6-4-3A of the Code of Ordinances provides that overgrown weeds and grass and garbage are considered a substandard condition requiring abatement. Title 6-8-2 provides that the City may have the conditions abated and provides that the City Clerk shall certify such cost for abatement to the County Treasurer and it shall then constitute a lien against said property and be collected with and in the same manner as general property taxes on said properties.

RECOMMENDATION

It is recommended that the grass and weed cutting and garbage collection charges identified in the attached resolution be certified to the Dubuque County Treasurer for collection with, and in the same manner, as general property taxes. The action step is for the City Council to adopt the attached resolution authorizing the City Clerk to certify the grass and weed cutting and garbage collection charges to the Dubuque County Treasurer.

Prepared by: Tami Ernster, Permit Clerk
cc: Crenna Brumwell, City Attorney

RESOLUTION NO. _____-24

RESOLUTION AUTHORIZING THE CITY TO COLLECT DELINQUENT GRASS AND WEED CUTTING AND GARBAGE COLLECTION CHARGES IN ACCORDANCE WITH TITLE 6-4-3A and TITLE 6-8-2 OF THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA

WHEREAS, residential properties in the City of Dubuque are considered substandard if any conditions exist to an extent that endanger life, limb, health, property, safety or welfare of the public or the occupants thereof; and

WHEREAS, whenever in the judgment of the Housing Officer, a nuisance that is “palpably and indisputably such” exists which requires immediate action to protect the public health, safety or welfare of the public, the Housing Officer may order the emergency abatement of such; and

WHEREAS, delinquent grass and weed cutting and garbage collection charges shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as general property taxes;

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

Section 1. That the persons listed on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges:

Section 2. That the City Clerk be and is hereby ordered and directed to certify to the County Treasurer of Dubuque County, Iowa, that the persons named on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges in the amount set aside of the respective names, and that said amounts shall be collected in the same manner as general property taxes against the respective parcels of property set opposite the names of the owners.

Passed, approved and adopted this 4th day of November 2024.

Brad M Cavanagh
Mayor

Attest:

Adrienne N. Breitfelder
City Clerk

NOTICE OF FILING OF DELINQUENT GRASS AND WEED CUTTING AND GARBAGE COLLECTION CHARGES IN ACCORDANCE WITH TITLE 6-4-3A; TITLE 6-4-5A & TITLE 6-4-5B OF THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA.

Title 6-4-3A of the Code of Ordinances provides that garbage is considered a public nuisance that requires that such conditions be ordered to be remedied.

Title 6-8-2 provides that the City shall have the authority to correct a nuisance that is “palpably and indisputably such,” without notice and provides that the City Clerk shall certify such cost for the abatement of situations where the nuisance is “palpably and indisputably such” to the County Treasurer and it shall then constitute a lien against said property and be collected with and in the same manner as general taxes on said properties.

As of October 12, 2024, the costs for a nuisance that are “palpably and indisputably such,” such as delinquent grass and weed cutting and garbage collection charges, shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as, general property taxes.

The persons listed on the attached Grass/Weed/Garbage Assessment Schedule have unpaid grass and weed cutting or garbage collection charges in the amount set out and said charges are delinquent.

The assessments may be paid in full or in part without interest at the Housing and Community Development Department, 350 W 6th Street, Suite 312, Dubuque, Iowa, at any time within 30 days after the date of the first publication of the notice of the filing of the Schedule of Assessments with the County Treasurer. After 30 days, unpaid assessments are payable at the County Treasurer’s Office, Dubuque County Courthouse, 720 Central Avenue, Dubuque, Iowa, and charges shall be collected in the same manner as general property taxes against the respective parcels of the property set forth on the attached schedule.

You are hereby notified that the City Clerk be and is hereby ordered and directed to certify to the County Treasurer of Dubuque County, Iowa, that the persons named on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges in the amount set aside of the respective names, and that said amounts shall be collected in the same manner as general property taxes against the respective parcels of property set opposite the names of the owners.

This notice given by direction of the City Council of the City of Dubuque, Iowa, as provided in Section 384.60 of the Code of Iowa.

Adrienne N. Breitfelder
City Clerk

Grass/Weed/Garbage Assessments

Location		Owner	Parcel #	AMOUNT	CATEGORY
2123 BROADLAWN	LOT 2 BLK 6 HILLCREST PARK	Freedom Properties LLC 973 Richards Rd Dubuque IA 52003	1022329005	\$213.36	garbage
1116 RHOMBERG	LOT 24 FENGLER'S ADD	Zenner, Keith Scott 19349 Fettkether Ln Durango IA 52039	1118317002	\$233.36	garbage
2415 QUEEN	LOT 2-68 STAFFORDS ADD	Schmitt, Gary C 41513 Heiderscheit Rd Holy Cross IA 52053	1013452027	\$272.36	garbage
460 W LOCUST	LOT 2-1 & 2-3 BOWENS SUB	Mid America Property Management LLC PO Box 1572 Dubuque IA 52004	1024179004	\$226.36	garbage
2135 JACKSON	LOT 1-S 36.6'-E 1/2-LOT 37 L H LANGWORTHY'S ADD	Mid America Property Management LLC PO Box 1572 Dubuque IA 52004	1024208017	\$251.36	garbage
2401 WINDSOR	LOT 1 OF THE SUB OF LOTS 1 & 2-2; AND LOT 1-2 BOTH IN WINDSOR AVE SUB	Jk Investments LLC 9120 Long Tail Ln Dubuque IA 52003	1013453029	\$213.36	garbage
2286 CENTRAL	W 1/2-S 1/2-LOT 18 & W 1/2- N 1/4-LOT 16P L H LANGWORTHY'S ADD	Wells Fargo Bank 1 Home Campus Des Moines IA 50328	1024130003	\$278.36	garbage
TOTAL				\$1,688.52	

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE: School Resource Officer Contract with Dubuque Community School District

SUMMARY: City Manager recommending City Council approve and sign the 2024-2025 contract for School Resource Officer services between the City of Dubuque and Dubuque Community School District.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. City of Dubuque SRO

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

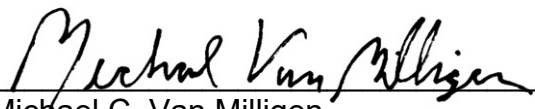
SUBJECT: School Resource Officer Contract with Dubuque Community School District

DATE: October 30, 2024

Chief of Police Jeremy Jensen is recommending City Council approve and sign the 2024-2025 contract for School Resource Officer services between the City of Dubuque and Dubuque Community School District.

The 2024-2025 contract was presented, passed, and signed by the Dubuque Community School District School Board.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Chief of Police



Police Department
Dubuque Law Enforcement Center
770 Iowa Street
P.O. Box 875
Dubuque, IA 52004-0875
Office (563) 589-4410
Fax (563) 589-4497
TTY (563) 583-1711
E-mail: police@cityofdubuque.org
www.cityofdubuque.org

October 28, 2024

TO: Michael C. Van Milligen
City Manager

FR: Jeremy Jensen
Chief of Police

RE: School Resource Officer Contract with DCSD

INTRODUCTION

This memo will discuss the finalization of the School Resource Officer (SRO) between the City of Dubuque and the Dubuque Community School District (DCSD) for the 2024-2025 school year.

BACKGROUND

The City of Dubuque (City) and the Dubuque Community School District (DCSD) have partnered for decades for Dubuque Police Department (DPD) SRO's in the district's schools. In FY2019 and prior years, there were 4 SRO's and 1 DARE Officer. After many years of discussions, the City and the DCSD agreed to expand the SRO program. Beginning in FY2020, the parties agreed to expand the SRO program by adding three additional SRO's. The total goal is to have eight (8) SRO's. Due to police staffing issues this has not come to fruition. However, the Police Department has maintained six (6) SRO's, which includes the supervisor, with the plan to add #7 in this school year if staffing allows.

In 2024-2025, the DCSD has determined that the DARE curriculum or curriculum similar could be taught within the district and not by SRO's. This allowed for the transition of the DARE officer into a full-time SRO role. Also new this school year, is the requirement that each high school be assigned an SRO that generally is not split between other schools. A new agreement was also created for reimbursement schedules, with a final arrangement of a 50/50 split between the parties for the SRO's and the DCSD paying 75% of 50% of the SRO supervisor.

The City and DCSD enter into an annual contract for reimbursement. The annual contract for SRO for the 2024-2025 school year is up for renewal.

The 2024-2025 contract was presented, passed and signed by the DCSD School Board.

With the DCSD in agreement on the contracts, the contracts now await the City's agreement and signatures.

CONCLUSION

The longstanding partnership between the City of Dubuque, DPD, and DCSD remains strong for providing the safest learning environment possible for Dubuque's children, and the district's staff. The current contract provides for continuation of the existing levels of services for the current school year. Subsequent years will hopefully show the continuation of the expansion plan as well as any recommendations from the committee to improve equity.

ACTION REQUESTED

Review, approve and sign the 2024-2025 contract for SRO services between the City of Dubuque and Dubuque Community School District.

**AGREEMENT
BETWEEN
CITY OF DUBUQUE
AND
DUBUQUE COMMUNITY SCHOOL DISTRICT
FOR
SCHOOL RESOURCE OFFICERS
FOR
SCHOOL YEAR 2024-2025**

This Agreement, dated for reference purposes the 20th day of August 2024, is made and entered into by and between the City of Dubuque, through its Police Department (City) and the Dubuque Community School District (School District).

WHEREAS, School District and City have a strong desire and commitment to continue the services of the School Resource Officers (SRO); and

WHEREAS, it is necessary to define the roles of the parties in providing such services to the elementary, middle, and senior high schools.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION 1. ROLE OF SRO.

1.1 Five (5) SRO and one (1) SRO supervisor will be assigned by City to School District if Police staffing levels allow. SRO will, at the sole direction of the Chief of Police:

- (a) Act as liaison between the law enforcement community and the School District;
- (b) Maintain campus awareness, identify imminent problems, and serve as safety consultants for the School District;
- (c) Visit classrooms;
- (d) Make presentations and answer questions;
- (e) Instruct D.A.R.E. (Drug Abuse Resistance Education Cooperative Program) curriculum if requested to do so by the School District;
- (f) Inform school officials and staff of current police involvement with students and/or student's families;
- (g) Investigate appropriate cases involving students as victims or suspects except those cases handled by a specialized unit;
- (h) Assist with prevention patrol for students in route to and from school;

- (i) Take appropriate action with respect to on-site occurrences, including but not limited to, fights, vandalism, theft, accidents, traffic violations, disorderly conduct, narcotics offenses, weapons, unauthorized persons on school property, and other occurrences as appropriate;
- (j) Assist with in-servicing other School District security staff;
- (k) Interact with patrol and investigative divisions on matters of mutual concern, including but not limited to, indecent exposure, gang activity, traffic hazards, sex offenses, suspicious persons, and other matters as appropriate;
- (l) Attend School District staff and faculty meetings and training sessions when requested;
- (m) Act as a resource person to School District staff;
- (n) Attend School District sponsored extra-curricular activities when requested;
- (o) Interact with students to promote and reinforce basic life skills, self-control, and accountability;
- (p) Maintain confidential records on student contacts;
- (q) Maintain working knowledge of Dubuque Community School Board policies, School District Administrative Regulations and Student Handbooks; and
- (r) Conduct other duties as approved or assigned by the Chief of Police.

1.2 The hours and work day of SRO will be determined by the Chief of Police based on School District building schedules and extra-curricular activities. Uniforms will be worn at the discretion of SRO and the Chief of Police.

SECTION 2. COMPENSATION. School District will pay to City, support costs as follows:

Personnel Costs			
-----------------	--	--	--

Officers:	2024-2025 Cost	DCSD Contribution Rate	DCSO 2023-2024 Support
SRO1	\$117,107.00	50%	\$58,554.00
SRO2	\$117,577.00	50%	\$58,789.00
SRO3	\$87,830.25*	50%	\$43,916.00*
SRO4	\$118,043.00	50%	\$59,022.00
SRO5 (Supervisor)	\$164,669.00	75% of 50%	\$61,752.00
SRO6	\$119,915.00	50%	\$59,958.00
TOTAL PERSONNEL			\$341,991.00
Additional Support Costs			
Initial Training	\$0 (unfilled position)	50%	\$0
Position Equipment	\$0 (unfilled position)	50%	\$0
00Support Costs	\$0 (unfilled position)	50%	\$0
Ongoing Training	\$0 (unfilled position)	50%	\$0
TOTAL ADD'L SUPPORT			\$0
DCSD SRO SUPPORT			\$341,991.00

*Reflects a 3-month discount for time the position was vacant

Personnel and Support costs reflect approximately the same staffing levels as 2023-2024 but there has been a change to the structure of the unit. - In April 2024, SRO #3 left the unit dropping the total number of traditional SROs to three plus the DARE SRO position (SRO #6) and the SRO Supervisor (SRO #5). City anticipates filling the vacant SRO #3 position in October 2024.

Additionally, the School District request that the DARE SRO position (SRO #6) becomes a traditional SRO position and no longer teaches DARE curriculum/ The 2024-2025 school year will then start with four traditional SRO positions and one SRO supervisor (SRO #1, SRO #2, SRO #4, SRO #6 & SRO #5) with the vacant SRO #3 position filled in October.

A planned expansion of the School Resource Officer program, SRO #7 and initial training funding and support of the next SRO position may occur in the 2024-2025 school year but will depend on other departmental staffing. SRO#8 will be delayed until at least City of Dubuque Fiscal Year 2026. Position equipment is specific to the SRO position, and support costs includes personal equipment and transportation costs. This will need to be funded as positions are added.

School District will pay to City fifty percent (50%) of the salary of five (5) SRO's, seventy-five percent (75%) of fifty percent (50%) of the SRO Supervisor, in the total amount of Three Hundred Forty-One Thousand, Nine Hundred Ninety-One dollars (\$341,991.00), payable as follows:

- (a) City will invoice to School District by November 13, 2024
School District payment to City by December 13, 2024.
Amount due is 50% of the Agreement (\$170,995.50)
- (b) City will invoice to School District by March 1, 2025.
School District payment to City by April 14, 2025.
Amount due is 50% of the Agreement (\$170,995.50)

SECTION 3. TERMINATION. School District or City may cancel this Agreement by giving the other party not less than thirty (30) days written notice of intent to cancel. However,

under emergency or exigent circumstances, either party may cancel this Agreement by giving the other party not less than ten (10) days written notice.

SECTION 4. TERM. The term of this Agreement is from August 23, 2024, through June 14, 2025.

SECTION 5. APPLICABLE LAWS. City and School District will not engage in discriminatory hiring or any other employment practices that conflict with any local, state, or federal laws.

SECTION 6. INSURANCE AND INDEMNIFICATION.

6.1 City must maintain its membership in the Iowa Communities Assurance Pool and add School District as an Additional Member. If City discontinues its membership in ICAP, City must provide proof of a policy of commercial general liability form coverage in the amount of \$2,000,000, naming School District as an additional insured on a primary and non-contributory basis.

6.2 School District must provide proof of a policy of commercial general liability form coverage in the amount of \$2,000,000, naming City as an additional insured on a primary and non-contributory basis.

6.3 City will indemnify and hold School District, its staff, and students harmless from and against any and all claims, liability, and causes of action arising from or related to City's negligence in the performance of this agreement and the negligence by City officers, agents, or employees.

6.4 School District will indemnify and hold City, its staff, employees, and agents harmless from and against any and all claims, liability, and causes of action arising from or related to School District's negligence in the performance of this Agreement and the negligence by School District's officers, agents, students or employees.

CITY OF DUBUQUE, IOWA

DUBUQUE COMMUNITY SCHOOL DISTRICT

By: _____
Michael C. Van Milligen
City Manager

By: Kathrin Parks
Kathrin Parks
President, Board of Education

Send agreement to: Jeremy Jensen
City of Dubuque Police Department
770 Iowa Street
Dubuque, Iowa 52001

Reference: SRO1
SRO2
SRO3
SRO4
SRO5 (Supervisor)
SRO6 (DARE/SRO)

Agreement Copy to: Rebecca Fellenzer
Lisa Demmer

School District Code: 10.9199.2112.420.1119.00597 \$341,991.00

This contract was originally reviewed and approved as to form by Douglas M. Henry, attorney for the Dubuque Community School District, and Crenna M. Brumwell, then Assistant City Attorney for the City of Dubuque, with the expectation that subsequent extensions or renewals may be executed by the parties without the need for legal review in the absence of textual change other than adjustment of dates and agreed compensation.

**City of Dubuque
City Council**

CONSENT ITEMS # 13.

ITEM TITLE:	Iowa Department of Transportation HMA Resurfacing and Paved Shoulders Project Notification
SUMMARY:	Correspondence from Jesse Tibodeau, Assistant District Engineer, notifying the City Council of HMA resurfacing and HMA paved shoulders on US-20 from Swiss Valley to Old Highway Road.
SUGGESTED DISPOSITION:	Receive and File
ATTACHMENTS:	
	1. Correspondence

October 18, 2024

Ref: HSIPX-020-9(282)--3L-31
NHSX-020-9(281)--3H-31

Dear City Council:

This is official notification to your City Council that the Iowa Department of Transportation (DOT) proposes to let the projects as referenced above. These projects, or portions thereof, lies within your city. The projects are proposed for construction during 2025 and will consist of HMA resurfacing and HMA paved shoulders on US-20 from Swiss Valley to Old Highway Rd.

The work will be done in accord with the current Form 810034 "Agreement for Primary Road Extension Maintenance and Operation". Project costs will be paid from the Primary Road Fund and no charges will be made against the city.

The contract will be administered by the Manchester Resident Construction Engineer's Office. If the City would like to be notified of the preconstruction meeting schedule, contractor's proposed work schedule, or has any other questions and/or concerns, please contact Hugh Holak, P.E., Resident Construction Engineer of the Manchester RCE Office by calling 563-927-2397, or by email at hugh.holak@iowadot.us

We would appreciate this project notification being included on your next City Council meeting agenda as a matter of information for the Council members. If you have any questions concerning the work involved, please contact this office as soon as possible to expedite any possible changes.

Sincerely yours,

Jesse Tibodeau, P.E.
Assistant District Engineer

JLT:JWP

cc: Jim Schnoebelen, P.E., Iowa DOT District Engineer, District 6
Jesse Tibodeau, P.E., Iowa DOT Assistant District Engineer, District 6
Danielle Alvarez, P.E., Iowa DOT District Construction Engineer, District 6
Hugh Holak P.E., Resident Construction Engineer, Manchester RCE Office
Brian Stelken, Iowa DOT Engineering Tech Senior, Manchester RCE Office
Diane Recker, Iowa DOT Engineering Office Assistant, Manchester RCE Office
Anthony Bardgett, Iowa DOT Area Engineer, District 6 Office
Adrienne Breitfelder, City Clerk, City of Dubuque, Iowa

**City of Dubuque
City Council**

CONSENT ITEMS # 14.

ITEM TITLE:	Signed Contract(s)
SUMMARY:	Tricon General Construction, Inc. for the Old Mill Road Lift Station and Force Main Project - Phase 1
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Old Mill Road Lift Station and Force Main Project - Phase 1

Professional

Engineering

Services

Old Mill Road Lift Station and Force Main Project–Phase 1

IDNR SRF
#W2021-0394A

Project Manual

City of Dubuque

Dubuque, Iowa

Issued for Bid

July 17, 2024

Volume 1 of 2





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kunkel & Associates, Inc. 401 Data Court Dubuque IA 52003	CONTACT NAME: Chad Kunkel PHONE (A/C, No. Ext): 5635852310 E-MAIL ADDRESS: certs@kunkel-inc.com	FAX (A/C, No): 563-557-7316
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Insurance		19445
INSURER B: Travelers		25674
INSURER C: Illinois Union Insurance Company		27960
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 216589363**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL9566102	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA5425492	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP2T13802224NF	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	WC043172159	4/1/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Pollution Liability Contractual Liability/Railroads			G74270438002 GL9566102	4/1/2024 4/1/2024	4/1/2025 4/1/2025	Each Condition 5,000,000 Aggregate 5,000,000 Cont. Liab/Per Occur 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Travelers Railroad Protective Liability Policy #SPX-AX431878-IND

Limit: \$5,000,000

Aggregate: \$10,000,000

Project: Old Mill Road Lift Station and Force Main Project - Phase 1; Contract IDNR SRF #W2021-0394A

The City of Dubuque including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers, Terracon Consultants, Inc., Strand Associates, Inc., and Chicago Central & Pacific Railroad Company, and its Parents, are additional insured on the General Liability policy with respect to the ongoing and completed operations performed by the named insured, and additional insured on the Auto Liability policy, such coverage is on a primary and non-contributory basis as per written contract. A Waiver of Subrogation applies See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Dubuque
50 W. 13th St.
Dubuque IA 52001

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Kunkel & Associates, Inc.		NAMED INSURED Tricon General Construction, Inc. 1230 East 12th St. Dubuque IA 52001
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

to the General Liability, Auto Liability and Workers Compensation policies in favor of the additional insureds as per written contract. Umbrella follows form subject to policy terms, conditions and exclusions. A Non-Waiver of Government Immunity applies on the General Liability policy in favor of the City of Dubuque. The policies provide a 30-day notice of cancellation except for non-payment of premium in favor of the City of Dubuque, Chicago Central & Pacific Railroad Company and its Parents, and Strand Associates, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kunkel & Associates, Inc. 401 Data Court Dubuque IA 52003	CONTACT NAME: Chad Kunkel PHONE (A/C, No. Ext): 5635852310 E-MAIL ADDRESS: certs@kunkel-inc.com FAX (A/C, No): 563-557-7316
INSURED Tricon General Construction, Inc. 1230 East 12th St. Dubuque IA 52001	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance INSURER B: Travelers INSURER C: Illinois Union Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2134754961**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL9566102	4/1/2024	4/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA5425492	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP2T13802224NF	4/1/2024	4/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	WC043172159	4/1/2024	4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Pollution Liability Contractual Liability/Railroads			G74270438002 GL9566102	4/1/2024 4/1/2024	4/1/2025 4/1/2025	Each Condition 5,000,000 Aggregate 5,000,000 Cont. Liab/Per Occur 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Travelers Railroad Protective Liability Policy #SPX-AX431878-IND

Limit: \$5,000,000

Aggregate: \$10,000,000

Project: Old Mill Road Lift Station and Force Main Project - Phase 1; Contract IDNR SRF #W2021-0394A

The City of Dubuque including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers, Terracon Consultants, Inc., Strand Associates, Inc., and Chicago Central & Pacific Railroad Company, and its Parents, are additional insured on the General Liability policy with respect to the ongoing and completed operations performed by the named insured, and additional insured on the Auto Liability policy, such coverage is on a primary and non-contributory basis as per written contract. A Waiver of Subrogation applies See Attached...

CERTIFICATE HOLDER

Strand Associates, Inc.
910 West Wingra Drive
Madison WI 53715

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Kunkel & Associates, Inc.		NAMED INSURED Tricon General Construction, Inc. 1230 East 12th St. Dubuque IA 52001
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

to the General Liability, Auto Liability and Workers Compensation policies in favor of the additional insureds as per written contract. Umbrella follows form subject to policy terms, conditions and exclusions. A Non-Waiver of Government Immunity applies on the General Liability policy in favor of the City of Dubuque. The policies provide a 30-day notice of cancellation except for non-payment of premium in favor of the City of Dubuque, Chicago Central & Pacific Railroad Company and its Parents, and Strand Associates, Inc.

POLICY NUMBER: 956-61-02

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:
GL 956-61-02

EFFECTIVE:
04/01/2024

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Pursuant to applicable written contract or agreement you enter into.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY - RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Scheduled Railroad:	Designated Job Site:
Any railroad organization whom has granted you an easement for any job site to permit you to perform work as a result of any contract or agreement you have entered into.	

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the Definitions section is replaced by the following:

9. "Insured Contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of

another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL IMMUNITY ENDORSEMENT-IOWA JURISDICTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Iowa Jurisdiction:

City of Dubuque
50 W 13th Street
Dubuque, IA 52001

Description Of Project;

Any project

The following is added to SECTION IV - **COM-MERCIAL GENERAL LIABILITY CONDITIONS:**

10. IOWA GOVERNMENTAL IMMUNITY

- a.** For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, this insurance applies only to the extent that such claim or "suit" is not subject to any defense of governmental immunity under Iowa Code Section 670.4 and any amendment to that section.
- b.** For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, that Iowa jurisdiction will be responsible for asserting any defense of governmental immunity and must do so if requested in writing by us. Nothing contained in this endorsement shall prevent us from asserting any defense of governmental immunity on behalf of that Iowa jurisdiction.
- c.** For any claim or "suit" seeking damages from the Iowa jurisdiction scheduled in this endorsement because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which this insurance applies and caused by "your work" on or for any project that is scheduled in this endorsement and located in such Iowa jurisdiction, we agree that:
 - (1) The purchase of this policy and including the Iowa jurisdiction as an additional insured under this policy does not waive any defense of governmental immunity available to such Iowa jurisdiction under Iowa Code Section 670.4 and any amendment to that section; and
 - (2) We will take the position that this insurance does not apply because of governmental immunity only after a court of law having jurisdiction over such claim or "suit" has ruled in favor of any defense of governmental immunity asserted by such Iowa jurisdiction.
- d.** This preservation of governmental immunity does not change the coverage otherwise available under this policy.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024

forms a part of Policy No. 956-61-02

issued to TRICON GENERAL CONSTRUCTION, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

AMENDMENT OF LIMITS OF INSURANCE (Per Project or Per Location Aggregate Limit)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- I. Your policy is amended to include either a Per Project General Aggregate Limit, a Per Location General Aggregate Limit or a Per Project and Per Location General Aggregate Limit. Please select only *one* of the following:

☐ Per Project General Aggregate Limit	\$
☐ Per Location General Aggregate Limit	\$
☒ Per Project and Per Location General Aggregate Limit	\$ 4,000,000

IF NEITHER OF THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID. IF MORE THAN ONE OF THE THESE BOXES ARE CHECKED, THIS ENDORSEMENT IS VOID.

II. SECTION III - LIMITS OF INSURANCE , is amended to include the following:

1. The Limits of Insurance and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented To You Limit is the most we will pay under Coverage A because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.
8. Subject to 2., 4., 5., 6., and/or 7. above, the Per Project Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical Expenses under Coverage C

arising out of any single Project described above.

9. Subject to 2., 4., 5., 6., and/or 7. above, the Per Location Aggregate Limit is the most we will pay under Coverages A, B, and C combined for the sum of:
 - a. Damages under Coverage A;
 - b. Damages under Coverage B; and
 - c. Medical expenses under Coverage C

arising out of the any single Location described above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

- III. The Limits of Insurance shown in the Declarations are deleted in their entirety and replaced by the Limits of Insurance set forth below.

	Limits of Insurance
General Aggregate Limit	\$ 10,000,000
Each Occurrence	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 4,000,000
Personal & Advertising Injury Limit	\$ 2,000,000
Damage to Premises Rented to	\$ 500,000
Medical Expense Limit	\$ 25,000
Per Project General Aggregate Limit, Per Location	\$ 4,000,000
General Aggregate Limit or Per	
Project and Per Location General Aggregate Limit	

IV. SECTION V - DEFINITIONS, is amended to include the following:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way railroad.

All other terms and conditions of this policy remain the same.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. 542-54-92
issued to TRICON GENERAL CONSTRUCTION, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE
ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR
ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is
amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. 542-54-92
issued to TRICON GENERAL CONSTRUCTION, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2024
forms a part of Policy No. 542-54-92
issued to TRICON GENERAL CONSTRUCTION, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2024
forms a part of Policy No. CA5425492
issued to **TRICON GENERAL CONSTRUCTION, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES

SCHEDULE

NAME OF PERSON OR ORGANIZATION

CITY OF DUBUQUE

E-MAIL OR U.S. POSTAL SERVICE ADDRESS

50 W. 13TH ST., DUBUQUE IA 52001

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2024
forms a part of Policy No. CA5425492
issued to **TRICON GENERAL CONSTRUCTION, INC.**
by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.**

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES

SCHEDULE

NAME OF PERSON OR ORGANIZATION

E-MAIL OR U.S. POSTAL SERVICE ADDRESS

CANADIAN PACIFIC RAILWAY COMPANY,
DIRECTOR-PROJECTS & PUBLIC WORKS US

120 SOUTH SIXTH STREET, SUITE 700,
MINNEAPOLIS MN 55402

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/07/2024
forms a part of Policy No. 542-54-92
issued to TRICON GENERAL CONSTRUCTION, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES

SCHEDULE

NAME OF PERSON OR ORGANIZATION

CHICAGO CENTRAL & PACIFIC RAILROAD
COMPANY AND ITS PARENTS

STRAND ASSOCIATES, INC.

E-MAIL OR U.S. POSTAL SERVICE ADDRESS

17641 SOUTH ASHLAND AVENUE
HOMWOOD, IL 60430

910 WEST WINGRA DRIVE
MADISON, WI 53715

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate(s) holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **First Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule above, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **First Named Insured** in writing to be correctly a part of the Schedule within **30** days after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** confirms the accuracy of the Schedule above with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **First Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

Named Insured Tricon General Construction Inc			Endorsement Number
Policy Symbol CPW	Policy Number G74270438 002	Policy Period 04/01/2024 to 04/01/2025	Effective Date of Endorsement 04/01/2024
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE:

Name of Person(s) or Organization(s): As required by written contract, prior to a loss to which this insurance applies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused in ,whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

Exclusions

This insurance does not apply to injury or damage occurring after:

- a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or
- b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III – LIMITS OF INSURANCE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1.** Required by the contract or agreement; or
 - 2.** Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

Named Insured Tricon General Construction Inc			Endorsement Number
Policy Symbol CPW	Policy Number G74270438 002	Policy Period 04/01/2024 to 04/01/2025	Effective Date of Endorsement 04/01/2024
Issued By (Name of Insurance Company) Illinois Union Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization(s): As required by written contract, prior to a loss to which this insurance applies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard**, and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 04/01/2023 forms a part of Policy No. WC 043-17-2159

Issued to TRICON GENERAL CONSTRUCTION, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

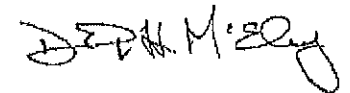
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2024 forms a part of

Policy No. **WC 0431-72-159** issued to **Tricon General Construction, Inc.**

By **NATIONAL UNION FIRE INSURANCE CO**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S.Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the **Insurer**, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **Named Insured** means the first named employer in item 1 of the Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Page of this policy.

SCHEDULE

NAME OF PERSON OR ORGANIZATION

E-MAIL OR U.S. POSTAL SERVICE ADDRESS

City of Dubuque
50 W. 13th St.
Dubuque, IA 52001

All other terms, conditions and exclusions shall remain the same.



Countersigned by _____

Authorized Representative

PROJECT MANUAL
CITY OF DUBUQUE
DUBUQUE, IOWA
OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT-PHASE 1
IDNR SRF #W2021-0394A
VOLUME 1 OF 2

Prepared by:

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715
www.strand.com

Issued for Bid
July 17, 2024



CERTIFICATION PAGE

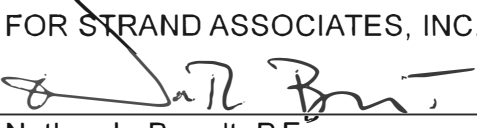
CITY OF DUBUQUE
DUBUQUE, IOWA
OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT-PHASE 1
IDNR SRF #W2021-0394A

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. FOR STRAND ASSOCIATES, INC.® <i>Randy J. Langer</i> 7/17/24
	Randy J. Langer, P.E. Date License Number P25093 My license renewal date is December 31, 2024 Specification sections covered by this seal: Divisions 00, 01, 33, 40, 43, and 44.

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. FOR STRAND ASSOCIATES, INC.® <i>Shane P. Zenz</i> 7/17/24
	Shane P. Zenz, P.E. Date License Number P21579 My license renewal date is December 31, 2024 Specification sections covered by this seal: Divisions 26 and 28.

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. FOR STRAND ASSOCIATES, INC.® <i>Scott G. Herkert</i> 7/17/24
	Scott G. Herkert, P.E. Date License Number P24676 My license renewal date is December 31, 2024 Specification sections covered by this seal: Divisions 03 through 12, 31, and 41.

CERTIFICATION PAGE

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.
	FOR STRAND ASSOCIATES, INC.®  7/17/24 Nathan L. Brandt, P.E. Date License Number P23821 My license renewal date is December 31, 2024 Specification sections covered by this seal: Divisions 20, 22, and 23.

SECTION 00 01 10

TABLE OF CONTENTS

CITY OF DUBUQUE
DUBUQUE, IOWA
OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT-PHASE 1
IDNR SRF #W2021-0394A

Pages
Through

VOLUME 1 OF 2

DIVISION 00-BIDDING AND CONTRACTING REQUIREMENTS

NOTICE TO BIDDERS	3
INSTRUCTIONS TO BIDDERS	00 21 13-15
BID	00 41 00-30
BID BOND	00 43 13- 2
BIDDER STATUS FORM.....	00 43 14- 2
EXHIBIT 12A, SRF SPECIFICATIONS	31
AGREEMENT	00 52 00-11
CONSENT DECREE ACKNOWLEDGEMENT FORM	2
NOTICE TO PROCEED.....	00 55 00- 1
EROSION CONTROL CERTIFICATION	00 55 51- 1
PERFORMANCE, PAYMENT AND MAINTENANCE BOND	00 60 00- 5
OUT-OF-STATE CONTRACTOR BOND	00 60 10- 1
GENERAL CONDITIONS	00 70 00-86
INSURANCE SCHEDULE CHICAGO CENTRAL & PACIFIC RAILROAD.....	5

SPECIFICATIONS

DIVISION 01-GENERAL REQUIREMENTS

SUMMARY OF WORK	01 11 00- 7
CONTRACT CONSIDERATIONS	01 29 00- 2
COORDINATION, FIELD ENGINEERING, AND MEETINGS.....	01 31 00- 4
SUBMITTALS	01 33 00-11
REGULATORY REQUIREMENTS	01 41 00- 2
REFERENCE STANDARDS AND DEFINITIONS	01 42 00- 6
QUALITY CONTROL	01 45 00- 2
TEMPORARY FACILITIES	01 50 00- 3
FIELD OFFICES AND SHEDS.....	01 52 13- 4
TEMPORARY CONTROLS	01 57 00- 3
MATERIALS AND EQUIPMENT	01 60 00- 4
CUTTING, PATCHING, AND ALTERATIONS	01 73 29- 5
CONTRACT CLOSEOUT	01 77 00- 3
STARTING OF SYSTEMS.....	01 91 00- 8
CANADIAN NATIONAL RAILWAY PERMITS	12
FEDERAL WAGE RATES	16
CN REQUEST FOR FLAGGING SERVICES AND CABLE LOCATION FORM	2
SPECIAL PROVISIONS.....	1
CN CUSTOMER SAFETY HANDBOOK, SEPTEMBER 2022.....	35
SALES AND USE TAX EXEMPTION CERTIFICATE	6

TABLE OF CONTENTS Continued

Pages
Through

DIVISION 03-CONCRETE

CONCRETE FORMWORK	03 11 00- 4
CONCRETE REINFORCEMENT	03 20 00- 5
CAST-IN-PLACE CONCRETE	03 30 00-17
CRYSTALLINE ANTIMICROBIAL ADMIXTURE	03 30 13- 5
PRECAST CONCRETE HOLLOW CORE PLANKS	03 41 13- 5
MASS CONCRETE	03 70 00-11

DIVISION 04-MASONRY

MORTAR AND MASONRY GROUT	04 05 13- 3
UNIT MASONRY SYSTEM	04 20 00- 7

DIVISION 05-METALS

METAL FABRICATIONS	05 50 00- 8
HANDRAILS AND RAILINGS	05 52 00- 2
FALL PROTECTION RAILING	05 52 10- 2
GRATING, FLOOR PLATES, AND FLOOR PLANK	05 53 00- 4
ANCHOR BOLTS AND POST-INSTALLED ANCHORS	05 56 00- 3

DIVISION 06-WOOD, PLASTICS, AND COMPOSITES

WOOD BLOCKING AND CURBING	06 11 10- 2
---------------------------------	-------------

DIVISION 07-THERMAL AND MOISTURE PROTECTION

RUBBERIZED ASPHALT MEMBRANE	07 13 26- 2
FLUID-APPLIED WATERPROOFING	07 14 00- 3
BOARD INSULATION	07 21 12- 2
AIR BARRIER	07 26 00- 1
THERMOPLASTIC POLYOLEFIN ALLOY SINGLE-PLY ROOFING SYSTEM	07 54 23-10
FLASHING AND SHEET METAL	07 62 00- 3
MANUFACTURED ROOF SPECIALTIES	07 71 00- 2
ROOF HATCHES	07 72 33- 1
FIRESTOPPING	07 84 00- 3
CAULKING AND SEALANTS	07 90 00- 3

DIVISION 08-OPENINGS

STANDARD STEEL DOORS AND FRAMES	08 11 00- 3
FIBERGLASS DOORS AND ALUMINUM FRAMES	08 17 43- 2
ACCESS DOORS AND FRAMES	08 31 13- 2
OVERHEAD COILING DOORS	08 33 23- 3
WATERTIGHT DOORS	08 39 19- 4
GLASS GLAZED SKYLIGHTS	08 62 50- 7
DOOR HARDWARE	08 71 00- 4
GLAZING	08 81 00- 1

TABLE OF CONTENTS Continued

Pages
Through

DIVISION 09–FINISHES

PAINTING.....	09 91 00- 9
---------------	-------------

DIVISION 10–SPECIALTIES

MISCELLANEOUS SPECIALTIES.....	10 00 20- 1
PLASTIC AND METAL SIGNS	10 14 00- 3
TOILET AND BATH ACCESSORIES.....	10 28 00- 3
FIRST AID KIT	10 43 16- 1
REMOVABLE ALUMINUM FLOOD BARRIERS	10 71 19- 4

DIVISION 12–FURNISHINGS

FLOOR MATS	12 48 43- 1
------------------	-------------

DIVISION 20–COMMON PLUMBING AND HVAC REQUIREMENTS

IDENTIFICATION FOR PLUMBING AND HVAC PIPING AND EQUIPMENT	20 05 53- 4
---	-------------

DIVISION 22–PLUMBING

COMMON WORK RESULTS FOR PLUMBING.....	22 05 00- 3
GENERAL PLUMBING PIPING SPECIALTIES	22 05 19- 4
GENERAL DUTY VALVES FOR PLUMBING PIPING	22 05 23- 3
HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	22 05 29- 5
EQUIPMENT INSULATION FOR PLUMBING	22 07 16- 5
PIPING INSULATION FOR PLUMBING	22 07 19- 6
FACILITY WATER DISTRIBUTION PIPING	22 11 00- 6
SANITARY WASTE AND VENT PIPING	22 13 16- 5
SANITARY WASTE PIPING SPECIALTIES	22 13 19- 4
SUBMERSIBLE PUMPS.....	22 13 29- 4
FACILITY STORM DRAINAGE PIPING.....	22 14 00- 3
PLUMBING EQUIPMENT	22 30 00- 2
HOT WATER PRESSURE WASHER	22 37 00- 3
COMMERCIAL PLUMBING FIXTURES.....	22 42 00- 2

VOLUME 2 OF 2

DIVISION 23–HEATING, VENTILATING, AND AIR CONDITIONING

GENERAL-DUTY VALVES FOR HVAC PIPING.....	23 05 23- 3
HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	23 05 29- 4
TESTING, ADJUSTING, AND BALANCING	23 05 93- 4
DUCTWORK INSULATION FOR HEATING, VENTILATION, AND AIR CONDITIONING	23 07 13- 5
TEMPERATURE CONTROLS AND INSTRUMENTATION.....	23 09 13- 4
FACILITY FUEL GAS PIPING	23 11 23- 9
DUCTWORK AND DUCTWORK SUPPORTS.....	23 31 00- 6
AIR DUCT ACCESSORIES	23 33 00- 4

TABLE OF CONTENTS Continued

	Pages Through
CENTRIFUGAL HVAC FANS	23 34 16- 5
LOUVERS	23 37 08- 3
DIFFUSERS, REGISTERS, AND GRILLES.....	23 37 13- 3
HVAC GRAVITY VENTILATORS	23 37 23- 2
BREECHINGS, CHIMNEYS, AND STACKS.....	23 51 00- 3
FUEL-FIRED UNIT HEATERS.....	23 55 33- 4
PACKAGED ROOFTOP AIR-CONDITIONING UNITS.....	23 74 16- 6
PACKAGED OUTDOOR HEATING ONLY MAKE-UP AIR UNITS.....	23 74 23- 6
UNIT HEATERS	23 82 39- 3
MECHANICAL DEHUMIDIFICATION UNITS.....	23 84 16- 4

DIVISION 26-ELECTRICAL

GENERAL ELECTRICAL REQUIREMENTS	26 05 00- 9
WIRE	26 05 19- 8
INSTRUMENT AND COMMUNICATION WIRE AND CABLE	26 05 23-10
SECONDARY GROUNDING	26 05 26- 4
SUPPORTING DEVICES	26 05 29- 2
CONDUIT	26 05 33- 9
BOXES	26 05 35- 4
HANDHOLES	26 05 44- 3
ELECTRICAL IDENTIFICATION	26 05 53- 6
POWER SYSTEM STUDY AND THERMOGRAPHIC SURVEY	26 05 73- 8
CONTROLS AND INSTRUMENTATION	26 09 00-46
CONTROLS AND INSTRUMENTATION DRAWINGS.....	26 09 10- 4
SCADA SYSTEM I/O LISTING	26 09 90-14
LOW-VOLTAGE DISTRIBUTION SWITCHBOARDS.....	26 14 15- 9
ELECTRICAL SERVICE SYSTEM.....	26 21 00- 2
MOTOR CONTROL.....	26 24 19-13
WIRING DEVICES.....	26 27 26- 4
OVERCURRENT PROTECTIVE DEVICES	26 20 00- 3
DISCONNECT SWITCHES	26 28 16- 2
STANDBY POWER SYSTEM.....	26 32 13-12
SWITCHBOARD-STYLE AUTOMATIC TRANSFER SWITCHES	26 32 14- 7
SURGE PROTECTIVE DEVICES (SPD)	26 43 13- 4
LIGHTING.....	26 51 13- 7
SPARE PARTS.....	26 95 10- 2

DIVISION 28-ELECTRONIC SAFETY AND SECURITY

ACCESS AND SECURITY CONTROL SYSTEM.....	28 10 00- 7
VIDEO SURVEILLANCE SYSTEM	28 23 13- 6

DIVISION 31-EARTHWORK

EXCAVATION, FILL, AND BACKFILL FOR STRUCTURES AND RETAINING WALLS	31 23 01- 5
ROCK REMOVAL.....	31 23 16.26- 2
DEWATERING FOR STRUCTURES	31 23 19- 3

TABLE OF CONTENTS Continued

	Pages Through
EXCAVATION SUPPORT AND PROTECTION	31 50 00- 7
TRENCHLESS CONSTRUCTION–CONTACT GROUTING	31 73 00- 5
 <u>DIVISION 33–UTILITIES</u>	
TRENCHLESS UTILITY CONSTRUCTION	33 05 23- 6
TRACK MONITORING FOR TRENCHLESS CONSTRUCTION	33 05 23.30- 3
WATERTIGHT STOP LOGS.....	33 23 00- 4
 <u>DIVISION 40–PROCESS INTERCONNECTIONS</u>	
PIPING AND APPURTENANCES.....	40 05 00-14
IDENTIFICATION FOR PROCESS INTERCONNECTIONS PIPING AND EQUIPMENT	40 05 53- 5
ACTUATORS FOR PROCESS VALVES AND GATES.....	40 05 57- 5
SLUICE GATES.....	40 05 59.20- 5
SLIDE GATES	40 05 59.23- 4
 <u>DIVISION 41–MATERIAL PROCESSING AND HANDLING EQUIPMENT</u>	
HOISTS AND CRANES	41 22 23- 6
 <u>DIVISION 43–PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT</u>	
VERTICAL DRY PIT SUBMERSIBLE PUMPS.....	43 25 10- 9
 <u>DIVISION 44–POLLUTION AND WASTE CONTROL EQUIPMENT</u>	
CHEMICAL MEDIA ODOR CONTROL EQUIPMENT	44 31 16- 6
 <u>DIVISION 46–WATER AND WASTEWATER EQUIPMENT</u>	
MECHANICALLY CLEANED SCREEN	46 21 11- 7
SCREENINGS WASH PRESS	46 21 73- 7
 <u>DRAWINGS</u>	
STANDARD DETAIL–PROJECT SIGN LAYOUT	01-975-158A
 <u>APPENDICES (NOT PART OF CONTRACT DOCUMENTS)</u>	
SAMPLE DRAWINGS.....	23
GEOTECHNICAL ENGINEERING REPORTS.....	121
ENVIRONMENTAL SITE ASSESSMENT	239
RAIN GAUGE DATA.....	2

END OF SECTION

**NOTICE TO BIDDERS
CITY OF DUBUQUE PUBLIC IMPROVEMENT PROJECT**

OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT–PHASE 1

IDNR SRF #W2021-0394A

Time and Place for Filing Sealed Proposals. Sealed Bids for the work comprising each improvement as stated below must be filed before 2 P.M. on Thursday, August 22, 2024, in the Office of the City Clerk, City Hall–First Floor, 50 West 13th Street, Dubuque, IA 52001.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed Proposals will be opened and Bids tabulated at 2 P.M. on Thursday, August 22, 2024, at City Hall–Conference Room A, 50 West 13th Street, Dubuque, IA, 52001, for consideration by the City Council (Council) on Tuesday, September 3, 2024, or at such later date as may be set at said meeting. The City of Dubuque, Iowa, reserves the right to reject any and all Bids.

Time for Commencement and Completion of Work. Work shall be commenced after Notice to Proceed has been issued and shall be fully completed in accordance with the requirements listed in the Agreement.

Bid Security. Each Bidder shall accompany its Bid with a bid security as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate surety bond, acceptable to the governmental entity, for the faithful performance of the Contract, in an amount equal to one hundred percent of the amount of the Contract. The bid security shall be in the amount of 10 percent (10%) of the amount of the Contract and shall be in the form of a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or the governmental entity may provide for a Bidder's Bond with corporate surety satisfactory to the governmental entity. The Bid Bond shall contain no conditions excepted as provided in this section.

Contract Documents. Bids are to be addressed to the City of Dubuque, Iowa, 50 West 13th Street, Dubuque, IA 52001, and shall be marked "Sealed Bid–Old Mill Road Lift Station and Force Main Project–Phase 1, IDNR SRF #W2021-0394A."

A copy of the Contract Documents may be viewed at the City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA 52001. Complete digital Contract Documents will also be available, for download on the City's website at www.cityofdubuque.org/bids.aspx. No plan deposit is required.

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the City of Dubuque, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. The Bidder's security shall be in the amount fixed in the Instructions

to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate surety satisfactory to the City of Dubuque. The Bid shall contain no condition except as provided in the Specifications.

Bidder will execute and file the Agreement and 100% Performance and Payment Bonds within 15 days after the Notice of Award.

The City of Dubuque reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid which it deems advantageous. All Bids shall remain subject to acceptance for 60 days after the time set for receiving Bids.

Contract award shall be made based on the lowest responsive and responsible Bidder.

Any Contract or Contracts to be awarded are expected to be funded entirely or in part by a loan from Iowa Clean Water State Revolving Fund. This procurement will be subject to regulations contained in appropriate State Statutes and 40 CFR Parts 31, 33, and 35 of the Federal Statutes. Award of IDNR SRF #W2021-0394A may be dependent on loan securement.

A Federal Davis-Bacon Wage rate determination will prevail for this Project. General Decision Number IA-20240026 03/01/2024 shall apply.

Women and Minority-owned businesses are encouraged to submit Bids for this Project.

Bidders must demonstrate positive efforts to utilize women's and minority owned businesses. This procurement will be subject to regulations contained in 40 CFR 35.3145(d), and P.L. 102-389 and 100-590. In addition, Bidder shall comply with Executive Orders 11625, 12138, and 12432.

General Nature of Public Improvement

Old Mill Road Lift Station and Force Main Project-Phase 1, IDNR SRF #W2021-0394A.

Project consists of the construction of one 20 MGD (expandable to 30 MGD) dry pit submersible pumping station, the installation of (2) 250 LF 30-inch-diameter PVC force mains, 90 LF of 48-inch-diameter RCP gravity sewer, 200 LF of 54-inch-diameter RCP gravity sewer (3) 7-foot by 7-foot manholes, (2) 8-foot by 8-foot manholes. The project will include four borings across Canadian National railroad tracks: (1) 180 LF of 48-inch steel casing, (2) 150 LF of 42-inch steel casing and (1) 8-inch directional drill with four 2-inch conduits. The project also includes CIPP lining of the 48-inch and 54-inch gravity sewers along with epoxy coating of the manholes. Construction of the pumping station will include the site development work consisting of; electrical service, water service, gas service,

storm sewer, retaining walls, PCC sidewalk, PCC pavement, site lighting, security cameras, fiber optic lines, vegetative surface restoration, and other miscellaneous elements.

Preference for Iowa Products and Labor. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa. In accordance with Iowa statutes, a resident Bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to Bidders from that state or foreign country, including but not limited to, any preference to Bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to Bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident Bidder is a resident. In the instance of a resident labor force preference, a nonresident Bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident Bidder is a resident.

Sales Tax. The Bidder should not include sales tax in its Bid. A sales tax exemption certificate will be available for all material purchased for incorporation in the Project.

Pre-Bid Construction Conference. A Pre-Bid Conference is planned on Tuesday, August 6, 2024. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference.

Contact Information. The Bidders shall contact either Randy Langer (randy.langer@strand.com or 608-251-4843) at Strand Associates, Inc.® or Todd Irwin (tirwin@cityofdubuque.org or 563-589-4278) at the City of Dubuque, or both parties with their questions associated with this project. Todd Irwin may be contacted for Civil aspects of design. Randy Langer may be contacted for all other questions.

Title VI–Non-Discrimination Clause. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

On the following date, July 17, 2024 this Notice was posted at the following locations:

1. Posted on the City of Dubuque Website: www.cityofdubuque.org/bids
2. Posted to Construction Update Network: www.mbionline.com

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

- A. These Instructions to Bidders establish requirements for Bidding and Award of Contract.
- B. These articles are not necessarily numbered consecutively.
- C. Table of Contents

ARTICLE 1–DEFINED TERMS.....	1
ARTICLE 2–COPIES OF BIDDING DOCUMENTS.....	2
ARTICLE 3–QUALIFICATIONS OF BIDDERS.....	2
ARTICLE 4–SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE	2
ARTICLE 5–BIDDER’S REPRESENTATIONS.....	4
ARTICLE 6–PRE-BID CONFERENCE	6
ARTICLE 7–INTERPRETATIONS AND ADDENDA.....	6
ARTICLE 8–BID SECURITY	6
ARTICLE 9–CONTRACT TIMES	7
ARTICLE 10–AGREED COSTS OF DELAY	7
ARTICLE 11–SUBSTITUTE OR “OR EQUAL” ITEMS	7
ARTICLE 12–SUBCONTRACTORS, SUPPLIERS, AND OTHERS	7
ARTICLE 13–PREPARATION OF BID	8
ARTICLE 14–BASIS OF BID	8
ARTICLE 15–SUBMITTAL OF BID	10
ARTICLE 16–MODIFICATION AND WITHDRAWAL OF BIDS	11
ARTICLE 17–OPENING OF BIDS	11
ARTICLE 18–BIDS TO REMAIN SUBJECT TO ACCEPTANCE	11
ARTICLE 19–EVALUATION OF BIDS AND AWARD OF CONTRACT	11
ARTICLE 20–CONTRACT SECURITY AND INSURANCE	12
ARTICLE 21–SIGNING OF AGREEMENT.....	13
ARTICLE 22–RETAINAGE	13
ARTICLE 23–WAGE RATE DETERMINATION.....	13
ARTICLE 24–OTHER TAXES.....	13
ARTICLE 25–LAWS, ORDINANCES, AND REGULATIONS	13
ARTICLE 26–EEO REQUIREMENTS.....	14
ARTICLE 27–FUNDING	14
ARTICLE 28–BIDDING PREFERENCE	14
ARTICLE 29–OPINION OF PROBABLE COST	15

ARTICLE 1–DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:

- A. Issuing Office–The office from which the Bidding Documents are to be issued.

Name: City of Dubuque
Engineering Department
Address: 50 West 13th Street
Dubuque, IA 52001
Phone: (563) 589-4270

ARTICLE 2—COPIES OF BIDDING DOCUMENTS

2.01 A copy of the Contract Documents may be viewed at the City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA 52001. Complete digital Contract Documents will also be available, for download on the City's website at <http://www.cityofdubuque.org/bids.aspx>. No plan deposit is required.

2.02 Complete sets of the Bidding Documents may be obtained digitally or by paper copy as stated in the Notice to Bidders.

2.03 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.04 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license for any other use.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, the apparent lowest responsive Bidder shall submit Contractor Background Information within 72 hours of Bid opening.

3.02 Bidder must also submit evidence of Bidder's qualifications to do business in the state where the Project is located by completing the Bidder Status Form, as required by Iowa Administrative Code 875, Chapter 156, included as part of the Bid.

3.03 No requirement in this Article 3 to submit information will prejudice the right of OWNER to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bidding Documents requiring Bidder's representations and certifications.

ARTICLE 4—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 Site and Other Areas

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by OWNER for the use of CONTRACTOR. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by CONTRACTOR.

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The General Conditions identify,

a. Those reports known to OWNER of explorations and tests of subsurface conditions at or contiguous to the Site.

b. Those drawings known to OWNER of physical conditions relating to existing surface and subsurface structures at the Site (except Underground Facilities).

c. Reports and drawings known to OWNER relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Copies of reports and drawings referenced in Paragraph 4.02.A, which are not included with the Bidding Documents, will be made available by OWNER to any Bidder on request. Reports and drawings, whether included in the Bidding Documents or not, are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraphs 5.03 and 5.06 of the General Conditions has been identified and established. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the General Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 Site Visit and Testing by Bidders

A. Bidder shall conduct the required Site visit during normal work hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request in advance and after submittal of Bidder's evidence of insurance coverage meeting the requirements designated in the General Conditions for CONTRACTOR, and to the extent OWNER has control over the Site, and schedule permitting, OWNER will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. OWNER will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on OWNER's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by OWNER

or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 OWNER's Safety Program

A. Site visits and work at the Site may be governed by an OWNER safety program. If any OWNER safety program exists, it will be noted.

4.05 Other Work at the Site

A. Reference is made to Article 8 of the General Conditions for the identification of the general nature of other work of which OWNER is aware (if any) that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If OWNER is party to a written contract for such other work, then on request, OWNER will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5–BIDDER’S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents and any Addenda;

B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. Carefully study all:

1. reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings, and

2. reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings;

E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on

1. the cost, progress, and performance of the Work;

2. the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and

3. Bidder's safety precautions and programs;

F. Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. Become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. Promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder;

I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. Agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work.

5.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The General Conditions identify the following regarding existing conditions at or adjacent to the Site:

a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

b. Those drawings known to OWNER of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

c. Reports and drawings known to OWNER relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. OWNER will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the General Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the General Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

ARTICLE 6–PRE-BID CONFERENCE

6.01 A Pre-Bid Conference will be held on Tuesday, August 6, 2024, at 10 A.M. in the Jule Operations and Training Center, 949 Kerper Boulevard, Dubuque, IA 52001. Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7–INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Issuing Office as having received the Bidding Documents.

7.02 All requests for interpretation must be received at least five days prior to the day set for receiving Bids. Addenda will be issued not later than three days prior to the day set for receiving Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligations under the Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

7.03 Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.04 Addenda may also be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

7.05 Receipt of all addenda must be acknowledged in space provided in the Bid.

ARTICLE 8–BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to OWNER in an amount of 10% of the Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of the Bidder will be forfeited. Such forfeiture shall be OWNER's exclusive remedy if Bidder defaults.

8.03 Bid security of Bidders will be retained unless requested to be returned and will not be returned until after Contract has been awarded.

ARTICLE 9—CONTRACT TIMES

9.01 The numbers of days within which, or the dates by which, Milestones, if any, are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

ARTICLE 10—AGREED COSTS OF DELAY

10.01 Provisions for agreed costs of delay, if any, are set forth in the Agreement.

ARTICLE 11—SUBSTITUTE OR “OR EQUAL” ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without evaluation of Equipment Alternatives listed in the Lump Sum Base Bid, if any, and without evaluation of possible substitute or “or equal” items. Whenever it is specified or described in the Bidding Documents that an Equipment Alternative listed in the Lump Sum Base Bid or that a substitute or “or equal” item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be evaluated by ENGINEER until after the Effective Date of the Contract.

ARTICLE 12—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, OWNER may not require the Successful Bidder or CONTRACTOR to retain any Subcontractor, Supplier, or other individual or entity against which CONTRACTOR has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of the Subcontractors or Suppliers proposed for the Work. If requested by OWNER, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and OWNER may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13—PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Forms signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address and state of incorporation shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member, if the LLC is member-managed, or by a manager, if manager-managed, and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.05 A Bid by an individual shall show the Bidder’s name and official address.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid form. The official address of the joint venture shall be shown.

13.07 All names shall be printed below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract. Bidder’s state contractor license number for the state of the Project, if any, shall also be shown on the Bid Form.

13.11 All Bids shall be signed in the presence of and be notarized by a Notary Public or other Officer authorized to administer oaths.

ARTICLE 14—BASIS OF BID

14.01 Unit Price

A. Bidders shall submit a Bid on a Unit Price basis for each item of Work listed in the Unit Price section of the Bid Form. The price for the Base Bid equipment for each alternative equipment item shall be included in the Lump Sum Base Bid for Bid Item 113 and 114.

B. The "Bid Price" (sometimes referred to as the extended price) for each Unit Price Bid item will be the product of the "Estimated Quantity" (which OWNER or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all Unit Price Bid items will be the sum of these "Bid Prices;" such total will be used by OWNER for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. The name of the Base Bid Equipment Manufacturer, which Bidder shall include in the Lump Sum Base Bid for Bid Items 113 and 114, is listed for each equipment item. When more than one Base Bid Equipment Manufacturer name is listed for an item, Bidder shall circle the name of the equipment manufacturer selected for the Lump Sum Base Bid for Bid Items 113 and 114 and write in the price for the selected equipment.

D. Where a Requested Alternative Equipment Manufacturer is listed in the Bid Form, Bidder shall include an add or deduct to the price of the Base Bid equipment that Bidder included in the Lump Sum Base Bid for Bid Items 113 and 114. The add or deduct price shall include the cost of any changes, including engineering changes, necessary to accommodate the alternative equipment including, but not limited to, process, structural, mechanical, and electrical work.

E. Where spaces are provided, Bidder may write in Other Alternative Equipment Manufacturers into the blank(s) provided on the Bid Form and include an add or deduct to the price of the Base Bid equipment that Bidder included in the Lump Sum Base Bid for Bid Items 113 and 114. The add or deduct price shall include the cost of the engineering services required for review of the alternative equipment in comparison to the Base Bid equipment and shall include the cost of any changes, including engineering changes, necessary to accommodate the alternative equipment including, but not limited to, process, structural, mechanical, and electrical work.

F. Whether or not an Alternative Equipment Manufacturer is offered to one or more Base Bid Equipment Manufacturers provided in the Bid Form, Bidder shall write (in numbers) the price for providing the Base Bid Equipment Manufacturer, as included in the Lump Sum Base Bid for Bid Items 113 and 114.

G. Failure to provide a separate price for each Base Bid equipment item may result in OWNER declaring Bid nonresponsive. Consideration of Alternative Equipment Manufacturers will be made by OWNER within 60 days after the Effective Date of the Contract.

14.02 Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. For Bids submitted on a Lump Sum basis, discrepancies between words and figures will be resolved in favor of the words.

14.03 For cash allowances the Contract Price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents as provided for in Paragraph 13.02.B of the General Conditions. The final Contract Price will be adjusted to reflect actual costs on account of cash allowances.

14.04 The following cash allowances shall be included in the Bid for Contract(s). See Drawing D.01 for delineation between lump sum and price work.

CN Flagging Services	Section 01 11 00–Summary of Work
----------------------	----------------------------------

Face Brick	Section 04 20 00–Unit Masonry System
------------	--------------------------------------

Unsuitable Foundation
Materials

Section 31 23 01–Excavation, Fill, and Backfill for Structures and
Retaining Walls

Rock Removal

Section 31 23 16.26–Rock Removal

ARTICLE 15–SUBMITTAL OF BID

15.01 Bids will be received for all divisions of the Specifications and all other provisions of the Bidding Documents.

15.02 Bidder is furnished one copy of the Bidding Documents with one separate unbound copy of the Bid Forms and the Bid Bond form. The Bidding Documents may be retained by Bidder. The unbound copy of the Bid Forms is to be completed and submitted with the Bid security along with any data required by the Bidding Documents to be attached to and made a condition of the Bid. Additional copies may be obtained from the Issuing Office.

15.03 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Notice to Bidders.

15.04 The Bid Proposal Form (SECTION 00401) and Bid Bond (SECTION 00450) must be enclosed in separate sealed envelopes and clearly labeled. The two separate sealed envelopes can be submitted in one larger envelope.

1. The envelope containing the Bid Proposal Form and Schedule of Values Form must be labeled as follows:

**OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT–PHASE 1
“SEALED BID”**

(CONTRACTOR NAME)

And addressed to Location for Filing Bid:

City of Dubuque
Office of City Clerk
City Hall, 50 W 13th Street
Dubuque, IA 52001

2. The envelope containing the Bid Bond must be labeled as follows:

**OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT–PHASE 1
BID BOND”**

(CONTRACTOR NAME)

And addressed to Location for Filing Bid:

City of Dubuque
Office of City Clerk
City Hall, 50 W 13th Street
Dubuque, IA 52001

15.05 The Bidder Status Form must be included in the envelope with the Bid.

15.06 Bids submitted after the date and time for filing sealed proposals as listed in the Notice to Bidders shall not be considered and will be returned to the Bidder unopened.

15.07 The City may reject any irregular or non responsive Bid.

15.08 If the Contract is awarded, it will be awarded by the City as required by law to the lowest responsive, responsible Bidder. The Contract will require the completion of work according to the Contract Documents.

15.09 Each Bidder must include in the Bid, in the appropriate spaces therefore, the proposed cost of performing said work in compliance with the Contract Documents including all items of labor, equipment, materials and overhead costs.

ARTICLE 16—MODIFICATION AND WITHDRAWAL OF BIDS

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time set for receiving Bids.

16.02 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to that date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.03 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

ARTICLE 17—OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Notice to Bidders and, unless obviously nonresponsive, read aloud publicly. An abstract of the amounts of the base bids and major alternatives and components, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19—EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 OWNER reserves without limitation the right to reject any or all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate Contract terms with the Successful Bidder; and the right to accept or reject all incomplete, nonconforming, nonresponsive, unbalanced, obscure, or conditional Bids, or Bids which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Instructions to Bidders. OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER further reserves the right

to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be nonresponsible.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bids, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the General Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

19.05.1 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals or entities to perform the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time. Bidder shall furnish to OWNER all such information and data for this purpose as OWNER may request. OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.

19.05.2 OWNER shall be satisfied that Bidder involved (1) maintains a permanent place of business, (2) has adequate plant and equipment to do the work properly and expeditiously, (3) has a suitable financial status to meet obligations incident to the work, (4) has appropriate technical experience, and (5) can submit a satisfactory performance record.

19.06.1 If a Contract is to be awarded, it will be awarded to the responsible Bidder with the lowest responsive Bid whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

19.06.2 OWNER reserves the right to accept or reject any Alternative Equipment Manufacturers to the Lump Sum Base Bid for Bid Items 113 and 114. Consideration of Alternative Equivalent Manufacturers of the selected Bidder will be made by OWNER within 60 days after the Effective Date of the Contract.

19.07 If a Contract is to be awarded, OWNER will give the successful Bidder a Notice of Award within 30 days after the time set for opening Bids.

ARTICLE 20—CONTRACT SECURITY AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the General Conditions, sets forth OWNER's requirements as to performance and payment bonds and insurances. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment bonds and insurances.

ARTICLE 21–SIGNING OF AGREEMENT

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unexecuted counterparts of the Agreement along with all other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement and attached documents to ENGINEER with the required Bonds and insurances. Within 15 days after receipt of properly executed documents and Bonds and insurances which meet all requirements of the Contract Documents, ENGINEER will deliver one fully signed counterpart to Successful Bidder.

ARTICLE 22–RETAINAGE

22.01 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 23–WAGE RATE DETERMINATION

23.01 Davis-Bacon federal wage rate determination will be inserted as a part of the Bidding Documents and/or will be on file at the office of OWNER. Bidder shall inspect the wage rate determination and shall incorporate its requirements into its Bid.

23.02 See Section 01 41 00 of the General Requirements for additional information.

ARTICLE 24–OTHER TAXES

24.01 See the City of Dubuque, Iowa Sales and Use Tax Exemption Certificate at the end of the General Conditions for information regarding OWNER's tax exempt status. The executed certificate must be delivered to OWNER with the executed Agreement.

ARTICLE 25–LAWS, ORDINANCES, AND REGULATIONS

25.01 Bidder must familiarize itself with all laws, ordinances, and regulations by federal, state, city, or other governmental agency, which by reason of being neglected or violated may affect the Work contemplated and must secure and pay the fee required for any permits which may be necessary unless such fees are otherwise indicated to be paid in the Bidding Documents.

25.02 See the Special Provisions Notice at the end of the General Requirements for information regarding bonding required of out-of-state contractors under Iowa Code.

25.03 Contracts in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

25.04 A Contract award must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

25.05 Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352.

Each tier must also disclose any lobbying with non-federal funds that takes place in connectin with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

ARTICLE 26—EEO REQUIREMENTS

26.01 Bidder shall abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the Equal Opportunity Clause set forth in the General Conditions.

ARTICLE 27—FUNDING

27.01 The Bidder agrees that he/she shall make a “good faith effort” to subcontract with DBEs for the project. Documentation of this “good faith effort” is required to be submitted with the Bid.

27.02 Failure to demonstrate a good faith effort to do so may lead to rejection of bids. For the purpose of this program, the term “subcontract” includes all construction, modification, and service work contracted for by the Bidder in the execution of the work under this Contract.

27.03 Bidders on this work will be required to comply with the President’s Executive Order No. 11246. The requirements for Bidders and Contractors under this order are explained in the specifications.

27.04 See the section labeled “Laws and Regulations” in the General Conditions for further details regarding these regulations.

27.05 Each Bidder must fully comply with the Disadvantaged Business Enterprises, and Affirmative Action requirements, as identified in the SRF Required Front-End Specifications attached to the end of the Bid Section. Bidder shall submit all forms from this packet with the Bid but is only required to complete and sign Attachments 1, 2, 3, 4, 5, and 10 as applicable.

27.06 Bidders shall certify to its Bid that all iron and steel products used on the project be produced in the United States and comply with the American Iron and Steel requirements. Refer to Section 01 41 00—Regulatory Requirements for additional information.

ARTICLE 28—BIDDING PREFERENCE

28.01 The State of Iowa, its agencies, and its political subdivisions, including cities, school districts and public utilities are required by Iowa Code Section 8A.311B to require a reciprocal resident Bidder and resident labor force preference.

28.02 Nonresident Bidders are advised that when a contract for a public improvement is to be awarded to the lowest responsible Bidder that per Iowa law a resident Bidder shall be allowed a preference over a nonresident Bidder from a state or foreign country if that state or foreign country gives or requires any preference to Bidders from that state or foreign country. Preferences include but not limited to any preference to Bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to Bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident Bidder resides. In the instance of a resident labor force preference, a nonresident Bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident Bidder is a resident.

28.03 Nonresident Bidder is defined as a person or entity authorized to transact business and having a business address for transacting business outside the State of Iowa at which it is conducting and has conducted business.

28.04 Resident Bidder is defined as a person or entity authorized to transact business and having a business address for transacting business within the State of Iowa at which it is conducting and has conducted business for a minimum of three years prior to the date of the first advertisement for the public improvement. If the nonresident Bidder's state or foreign country defines resident Bidder more stringently than the State of Iowa then the more stringent definition shall apply to the nonresident Bidder's Bid.

ARTICLE 29—OPINION OF PROBABLE COST

29.01 The opinion of probable cost for the Project as of June 2024 is \$18,720,314.

END OF SECTION

BIDDER: Tricon General Construction, Inc.

BID FORMS

CITY OF DUBUQUE
DUBUQUE, IOWA
OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT-PHASE 1
IDNR SRF #W2021-0394A

Prepared by:

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715
www.strand.com

Issued for Bid
July 17, 2024



SECTION 00 41 00

BID

CITY OF DUBUQUE
DUBUQUE, IOWA
OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT-PHASE 1
IDNR SRF #W2021-0394A

A. Table of Contents

ARTICLE 1.	BID RECIPIENT
ARTICLE 2.	BIDDER'S ACKNOWLEDGEMENTS
ARTICLE 3.	BIDDER'S REPRESENTATIONS
ARTICLE 4.	BIDDER'S CERTIFICATIONS
ARTICLE 5.	BASIS OF BID
ARTICLE 6.	CONTRACTOR BACKGROUND INFORMATION
ARTICLE 7.	TIME OF COMPLETION
ARTICLE 8.	ATTACHMENTS TO THIS BID
ARTICLE 9.	DEFINED TERMS
ARTICLE 10.	COMMUNICATIONS
ARTICLE 11.	BID SUBMITTAL

ARTICLE 1-BID RECIPIENT

1.01 Bids to be received until 2 P.M., local time, August 22, 2024.

1.02 Submit Bid to: City of Dubuque
Office of the City Clerk, City Hall-First Floor
50 West 13th Street
Dubuque, IA 52001

1.03 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2-BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

2.02 Bidder will sign and deliver the required number of counterparts of the Agreement with the bonds, insurance certificates and other documents required by the Bidding Requirements within 15 days after the date of OWNER's Notice of Award.

G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

YES X RR Date 08/22/2024

H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

YES X RR Date 08/22/2024

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this Bid is submitted.

YES X RR Date 08/22/2024

Failure to acknowledge these representations may, at OWNER's discretion, disqualify Bidder from consideration.

ARTICLE 4-BIDDER'S CERTIFICATIONS

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and,

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bidding process to the detriment of OWNER, (b) to establish bid prices at artificial noncompetitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish bid prices at artificial noncompetitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5—BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

The following abbreviations may be used in this Bid:

AC	-	Acre	LS	-	Lump Sum
CIP	-	Complete in Place	LT	-	Left
CY	-	Cubic Yard	MGAL	-	Thousand Gallons
DI	-	Ductile Iron	MBF	-	Thousand Board Feet
DIA	-	Diameter	MFOB	-	Thousand Freight-On-Board
EA	-	Each	MH	-	Manhole
EST	-	Estimate(d)	NTE	-	Not to Exceed
EXCL	-	Excluding	RCP	-	Reinforced Concrete Pipe
FT	-	Feet	RT	-	Right
GAL	-	Gallon	SF	-	Square Foot
HERCP	-	Horizontal Elliptical RCP	STA	-	Station
HRS	-	Hours	SY	-	Square Yard
IN	-	Inch	T	-	Ton
INCL	-	Including	VF	-	Vertical Foot
LBS	-	Pounds	W/	-	With
LF	-	Linear Foot	W/O	-	Without

BIDDERS SHOULD NOT ADD ANY CONDITIONS OR QUALIFYING STATEMENTS TO THIS BID OR THE BID MAY BE DECLARED IRREGULAR AS NOT BEING RESPONSIVE TO THE INSTRUCTIONS TO BIDDERS.

City of Dubuque, Iowa
Bid Proposal Schedule

BIDDER NAME: Tricon General Construction, Inc.

DATE: 8/22/2024

Project Title: Old Mill Rd. Lift Station and Force Main Project - Phase I

LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	BID UNIT PRICE	TOTAL PRICE
Division 2010 - Earthwork, Subgrade, and Subbase						
1	2010-108-C-0	Clearing and Grubbing C	1.00	LS	\$40,000.00	\$40,000.00
2	2010-108-D-1	Topsoil, On-site	1200.00	CY	\$10.00	\$12,000.00
3	2010-108-E-0	Excavation, Class 10	5119.00	CY	\$40.00	\$204,760.00
4	2010-108-H-0	Granular Stabilization, 3" Breaker Run (Modified Macadam)	300.00	TON	\$20.00	\$6,000.00
5	2010-108-J-0	Subbase, Special Backfill - Gr 30 (3/4" Dense Base Pile)	780.00	TON	\$20.00	\$15,600.00
6	2010-108-J-0	Subbase, 3" Breaker Run, (Modified Macadam Pile)	1620.00	TON	\$20.00	\$32,400.00
7	2010-108-J-0	Subbase, Porous Aggregate - Gradation 3 (ASTM 57)	1930.00	TON	\$20.00	\$38,600.00
8	2010-108-M-0	Compaction Testing	1.00	LS	\$4,200.00	\$4,200.00
					Sub Total	\$353,560.00
Division 3010 - Trench Excavation and Backfill						
9	3010-108-A-4	Class I, Bedding Material, 1" Commercial Clean Stone	845.00	TON	\$20.00	\$16,900.00
10	3010-108-B-0	Rock Excavation	100.00	CY	\$200.00	\$20,000.00
11	3010-108-C-0	Trench Foundation - 3" Breaker Run, (Modified Macadam Pile)	400.00	TON	\$20.00	\$8,000.00
12	3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 30, (Modified Subbase Pile)	4010.00	TON	\$30.00	\$120,300.00
13	3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 32, (Man Sand Pile)	90.00	TON	\$30.00	\$2,700.00
14	3010-108-F-0	Trench Compaction Testing	1.00	LS	\$7,100.00	\$7,100.00
15	3010-108-J-0	Trenching, 26 Inch Depth	250.00	LF	\$15.00	\$3,750.00
16	3010-108-K-0	Trenching, 48 Inch Depth	400.00	LF	\$30.00	\$12,000.00
					Sub Total	\$190,750.00
Division 3020 - Trenchless Construction						
17	3020-108-G-0	Conduit, Trenchless/Directional Drilling with Conduit	200.00	LF	\$100.00	\$20,000.00
					Sub Total	\$ 20,000.00
Division 4010 - Sanitary Sewers						
18	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 48" RCP	90.72	LF	\$250.00	\$22,680.00
19	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 54" RCP	204.39	LF	\$300.00	\$61,317.00
20	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 30" DIP	20.19	LF	\$400.00	\$8,076.00
21	4010-108-C-1	Sanitary Sewer Force Main, Trenched, 30" PVC C900	196.63	LF	\$287.00	\$56,432.81
22	4010-108-D-2	Sanitary Sewer Force Main with Casing Pipe, Trenchless, 30" PVC C900	300.00	LF	\$3,500.00	\$1,050,000.00
23	4010-108-T-0	Fittings, DI Bend, 22 1/2 Deg, 30"	2.00	EA	\$11,000.00	\$22,000.00
24	4010-108-T-0	Fittings, DI Bend, 45 Deg, 30"	4.00	EA	\$13,000.00	\$52,000.00
25	4010-108-T-0	Fittings, DI Bend, 90 Deg, 30"	2.00	EA	\$17,000.00	\$34,000.00
26	4010-108-T-0	Fittings, DI Cap or Plug, 30"	2.00	EA	\$5,000.00	\$10,000.00
27	4010-108-U-0	Joint Restraint, Bell Harness, 30"	6.00	EA	\$3,000.00	\$18,000.00
28	4010-108-U-0	Joint Restraint, Mega lug, 30"	20.00	EA	\$2,800.00	\$56,000.00
					Sub Total	\$1,390,505.81
Division 4020 - Storm Sewers						
29	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 15" RCP	176.02	LF	\$150.00	\$26,403.00
30	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 18" RCP	16.76	LF	\$165.00	\$2,765.40
31	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 24" RCP	126.44	LF	\$175.00	\$22,127.00
32	4020-108-D-0	Removal of Storm Sewer, 15" RCP	77.55	LF	\$100.00	\$7,755.00
33	4020-108-D-0	Removal of Storm Sewer, 24" RCP	50.00	LF	\$100.00	\$5,000.00
					Sub Total	\$64,050.40
Division 4050 - Pipe Rehabilitation						
34	4050-108-C-1	CIPP Main Lining, 48"	270.72	LF	\$690.00	\$186,796.80
35	4050-108-C-1	CIPP Main Lining, 54"	180.39	LF	\$1,025.00	\$184,899.75
36	4050-108-C-3	CIPP End Seal, 48"	6.00	EA	\$1,500.00	\$9,000.00
37	4050-108-C-3	CIPP End Seal, 54"	4.00	EA	\$1,900.00	\$7,600.00
					Sub Total	\$388,296.55

LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	BID UNIT PRICE	TOTAL PRICE
Division 5010 - Pipe and Fittings						
38	5010-108-A-1	Water Main, Trenched, DIP, 4"	130.00	LF	\$124.00	\$16,120.00
39	5010-108-A-1	Water Main, Trenched, DIP, 6"	40.00	LF	\$147.00	\$5,880.00
40	5010-108-A-1	Water Main, Trenched, DIP, 12"	80.00	LF	\$195.00	\$15,600.00
41	5010-108-C-1	Fittings, DI Tee, 6x6	1.00	EA	\$524.00	\$524.00
42	5010-108-C-1	Fittings, DI Tee, 12x6	1.00	EA	\$850.00	\$850.00
43	5010-108-C-1	Fittings, DI Reducer, 6x4	1.00	EA	\$300.00	\$300.00
44	5010-108-C-1	Fittings, DI Bend, 45 Deg, 4"	2.00	EA	\$200.00	\$400.00
45	5010-108-C-1	Fittings, DI Bend, 90 Deg, 4"	1.00	EA	\$215.00	\$215.00
46	5010-108-C-3	Joint Restraint, Bell Harness, 4"	5.00	EA	\$140.00	\$700.00
47	5010-108-C-3	Joint Restraint, Bell Harness, 6"	1.00	EA	\$250.00	\$250.00
48	5010-108-C-3	Joint Restraint, Mega lug, 4"	7.00	EA	\$79.00	\$553.00
49	5010-108-C-3	Joint Restraint, Mega lug, 6"	11.00	EA	\$85.00	\$935.00
50	5010-108-C-3	Joint Restraint, Mega lug, 12"	3.00	EA	\$174.00	\$522.00
51	5010-108-E-3	Water Service Stubs, Curb Stop and Box, 1"	1.00	EA	\$1,100.00	\$1,100.00
					Sub Total	\$43,949.00
Division 5020 - Valves, Fire Hydrants, and Appurtenances						
52	5020-108-A-0	Valve, Gate, 4"	1.00	EA	\$1,600.00	\$1,600.00
53	5020-108-A-0	Valve, Gate, 6"	3.00	EA	\$1,800.00	\$5,400.00
54	5020-108-A-0	Valve, Gate, 12"	1.00	EA	\$4,000.00	\$4,000.00
55	5020-108-C-0	Fire Hydrant	1.00	EA	\$5,500.00	\$5,500.00
					Sub Total	\$16,500.00
Division 6010 - Structures for Sanitary and Storm Sewers						
56	6010-108-A-0	Manhole Type, SW-304 (*see plans for dimensions*)	142.57	VF	\$137.00	\$19,532.09
57	6010-108-B-0	Intake Type, SW-501	28.86	VF	\$150.00	\$4,329.00
58	6010-108-C-1	Internal Drop Connection	1.00	EA	\$1,500.00	\$1,500.00
59	6010-108-G-3	Concrete Collar Structure Connection - Pipes Greater than 12" Diameter	1.00	EA	\$850.00	\$850.00
60	6010-108-H-1	Remove Manhole	1.00	EA	\$1,500.00	\$1,500.00
61	6010-108-H-2	Remove Intake	3.00	EA	\$1,200.00	\$3,600.00
62	6010-108-I-2	Intake, Remove and Replace, Install Type, SW-501	10.51	VF	\$200.00	\$2,102.00
63	6010-108-I-2	Intake, Remove and Replace, Install Type, SW-513	5.07	VF	\$200.00	\$1,014.00
					Sub Total	\$34,427.09
Division 7010 - Portland Cement Concrete Pavement						
64	7010-108-A-0	Pavement, PCC, 8" (Thickness)	1485.92	SY	\$68.00	\$101,042.56
					Sub Total	\$101,042.56
Division 7030 - Sidewalks, Shared Use Paths, and Driveways						
65	7030-108-A-1	Removal of Sidewalk	84.30	SY	\$18.00	\$1,517.40
66	7030-108-A-3	Removal of Driveway	13.24	SY	\$27.00	\$357.48
67	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	84.30	SY	\$78.00	\$6,575.40
68	7030-108-H-1	Driveway, Paved, PCC, 8" (Thickness)	13.24	SY	\$176.00	\$2,330.24
					Sub Total	\$10,780.52
Division 7040 - Pavement Rehabilitation						
69	7040-108-H-0	Pavement - Removal	362.92	SY	\$27.00	\$9,798.84
					Sub Total	\$9,798.84
Division 8010 - Traffic Signals & Lighting						
70	8010-108-C-0	Handhole, Composite, HH 11-18	3.00	EA	\$600.00	\$1,800.00
71	8010-108-G-0	Connections, Existing Handholes and Vaults	1.00	EA	\$150.00	\$150.00
72	8010-108-H-0	Conduit, PVC, 2"	1684.00	LF	\$5.25	\$8,841.00
73	8010-108-J-0	Wiring and Cable - Power	1416.00	LF	\$2.50	\$3,540.00
74	8010-108-J-0	Wiring and Cable - Tracer	1000.00	LF	\$1.00	\$1,000.00
75	8010-108-J-0	Wiring and Cable - Category 6E	354.00	LF	\$5.00	\$1,770.00
76	8010-108-L-0	Bonding and Grounding	2.00	EA	\$1,000.00	\$2,000.00
77	8010-108-N-0	Street Light, Galvanized, 20'	1.00	EA	\$5,800.00	\$5,800.00
78	8010-108-N-0	Camera Pole, Painted, 12'	1.00	EA	\$2,500.00	\$2,500.00
79	8010-108-R-0	Cameras, Traffic & Surveillance, Fixed	2.00	EA	\$3,000.00	\$6,000.00
80	8010-108-S-0	Cameras, Traffic & Surveillance, 180 Deg	2.00	EA	\$3,000.00	\$6,000.00
					Sub Total	\$39,401.00
Division 8020 - Pavement Marking						
81	8020-108-B-0	Painted Pavement Markings, Solvent/Waterborne	0.95	STA	\$500.00	\$475.00
82	8020-108-G-0	Painted Symbols and Legends	1.00	EA	\$500.00	\$500.00
					Sub Total	\$975.00
Division 8030 - Temporary Traffic Control						
83	8030-108-A-0	Temporary Traffic Control	1.00	LS	\$21,900.00	\$21,900.00
					Sub Total	\$21,900.00

LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	BID UNIT PRICE	TOTAL PRICE
Division 9010 - Seeding						
84	9010-108-A-1	Conv. - Seeding, Native Grass & Wildflower Seeding, by AC	1.50	AC	\$2,500.00	\$3,750.00
85	9010-108-A-3	Mulching, by AC	2.77	AC	\$700.00	\$1,939.00
86	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SY	340.00	SY	\$2.00	\$680.00
87	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 4, by SY	7340.00	SY	\$0.50	\$3,670.00
88	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 6, by SY	423.00	SY	\$2.00	\$846.00
89	9010-108-D-0	Watering	13.00	MGAL	\$100.00	\$1,300.00
					Sub Total	\$12,185.00
Division 9040 - Erosion and Sediment Control						
90	9040-108-A-1	Stormwater Pollution Prevention Plan (SWPPP) Preparation	1.00	LS	\$1,500.00	\$1,500.00
91	9040-108-A-2	Stormwater Pollution Prevention Plan (SWPPP) Management	1.00	LS	\$5,000.00	\$5,000.00
92	9040-108-D-1	Filter Socks, 12"	1500.00	LF	\$2.75	\$4,125.00
93	9040-108-D-2	Filter Socks, Removal	1500.00	LF	\$0.20	\$300.00
94	9040-108-O-2	Stabilized Construction Entrance by Ton	200.00	TON	\$25.00	\$5,000.00
95	9040-108-T-1	Inlet Protection Device, Installation	14.00	EA	\$150.00	\$2,100.00
96	9040-108-T-2	Inlet Protection Device, Maintenance	14.00	EA	\$25.00	\$350.00
					Sub Total	\$18,375.00
Division 9060 - Chain Link Fence						
97	9060-108-F-0	Temporary Fence	1150.00	LF	\$6.00	\$6,900.00
					Sub Total	\$ 6,900.00
Division 9080 - Concrete Steps, Handrails, and Safety Rail						
98	9080-108-B-0	Handrail	13.00	LF	\$150.00	\$1,950.00
					Sub Total	\$ 1,950.00
Division 11,010 - Construction Survey						
99	11010-108-A-0	Construction Survey	1.00	LS	\$47,000.00	\$47,000.00
					Sub Total	\$47,000.00
Division 11,020 - Mobilization						
100	11020-108-A-0	Mobilization	1.00	LS	\$1,250,000.00	\$1,250,000.00
					Sub Total	\$ 1,250,000.00
Division 11,030 - Temporary Services During Construction						
101	11030-108-A-0	Maintenance of Postal Service	1.00	LS	\$2,600.00	\$2,600.00
					Sub Total	\$ 2,600.00
Division 11,050 - Concrete Washout						
102	11050-108-A-0	Concrete Washout	1.00	LS	\$4,000.00	\$4,000.00
					Sub Total	\$ 4,000.00
Special Provisions - Non-Standard Project Items						
103	SP	4010 - Sanitary Sewer Gravity Main, Trenchless, Steel, 48" Dia	180.00	LF	\$5,000.00	\$900,000.00
104	SP	4020 - Storm Sewer Gravity, Trenched, Downspout, 6" PVC (PS46)	140.00	LF	\$125.00	\$17,500.00
105	SP	4020 - Storm Sewer Gravity, Trenched, Downspout, 8" PVC (PS46)	50.00	LF	\$135.00	\$6,750.00
106	SP	4020 - Storm Sewer Gravity, Trenched, Downspout Cleanout, 6" PVC (PS46)	2.00	EA	\$500.00	\$1,000.00
107	SP	Conduit, PVC, Schedule 40, 5"	500.00	LF	\$12.00	\$6,000.00
108	SP	Transformer Pad - "PAD II"	1.00	EA	\$4,500.00	\$4,500.00
109	SP	CT Cabinet Precast Foundation	1.00	EA	\$2,000.00	\$2,000.00
110	SP	CT Cabinet	1.00	EA	\$5,100.00	\$5,100.00
111	SP	8010 - Pre-Terminated 24SM Fiber Optic Cable	300.00	LF	\$26.00	\$7,800.00
112	SP	8010 - Ethernet Switch	1.00	EA	\$12,000.00	\$12,000.00
113	SP	Old Mill Rd. Lift Station	1.00	LS	16,705,028.23	\$16,705,028.23
114	SP	Engine Generator and Foundation	1.00	LS	\$355,000.00	\$355,000.00
115	SP	CN Rail Road Requirements	1.00	NTE	\$100,000.00	\$100,000.00
116	SP	Dewatering - Lowering Subsurface Groundwater Level	1.00	LS	\$240,000.00	\$240,000.00
117	SP	Cast-In-Place Retaining Walls Inc CIP Columns, Railing, and masonry facia.	2105.00	SF	\$175.00	\$368,375.00
					Sub Total	\$2,026,025.00

400.5 Base Bid Amount

Bid Amount

22,760,000.00

Twenty two million seven hundred sixty thousand

(Use Words)

City of Dubuque, Iowa
Bid Proposal Schedule

BIDDER NAME: TRICON GENERAL CONSTRUCTION

DATE: 8-22-24

Project Title: Old Mill Rd. Lift Station and Force Main Project - Phase I

LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	BID UNIT PRICE	TOTAL PRICE
Division 2010 - Earthwork, Subgrade, and Subbase						
1	2010-108-C-0	Clearing and Grubbing C	1.00	LS		
2	2010-108-D-1	Topsoil, On-site	1200.00	CY		
3	2010-108-E-0	Excavation, Class 10	5119.00	CY		
4	2010-108-H-0	Granular Stabilization, 3" Breaker Run (Modified Macadam)	300.00	TON		
5	2010-108-J-0	Subbase, Special Backfill - Gr 30 (3/4" Dense Base Pile)	780.00	TON		
6	2010-108-J-0	Subbase, 3" Breaker Run, (Modified Macadam Pile)	1620.00	TON		
7	2010-108-J-0	Subbase, Porous Aggregate - Gradation 3 (ASTM 57)	1930.00	TON		
8	2010-108-M-0	Compaction Testing	1.00	LS		
					Sub Total	
Division 3010 - Trench Excavation and Backfill						
9	3010-108-A-4	Class I, Bedding Material, 1" Commercial Clean Stone	845.00	TON		
10	3010-108-B-0	Rock Excavation	100.00	CY		
11	3010-108-C-0	Trench Foundation - 3" Breaker Run, (Modified Macadam Pile)	400.00	TON		
12	3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 30, (Modified Subbase Pile)	4010.00	TON		
13	3010-108-D-0	Replacement of Unsuitable Backfill Material, Gr 32, (Man Sand Pile)	90.00	TON		
14	3010-108-F-0	Trench Compaction Testing	1.00	LS		
15	3010-108-J-0	Trenching, 26 Inch Depth	250.00	LF		
16	3010-108-K-0	Trenching, 48 Inch Depth	400.00	LF		
					Sub Total	
Division 3020 - Trenchless Construction						
17	3020-108-G-0	Conduit, Trenchless/Directional Drilling with Conduit	200.00	LF		
					Sub Total	
Division 4010 - Sanitary Sewers						
18	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 48" RCP	90.72	LF		
19	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 54" RCP	204.39	LF		
20	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 30" DIP	20.19	LF		
21	4010-108-C-1	Sanitary Sewer Force Main, Trenched, 30" PVC C900	196.63	LF		
22	4010-108-D-2	Sanitary Sewer Force Main with Casing Pipe, Trenchless, 30" PVC C900	300.00	LF		
23	4010-108-T-0	Fittings, DI Bend, 22 1/2 Deg, 30"	2.00	EA		
24	4010-108-T-0	Fittings, DI Bend, 45 Deg, 30"	4.00	EA		
25	4010-108-T-0	Fittings, DI Bend, 90 Deg, 30"	2.00	EA		
26	4010-108-T-0	Fittings, DI Cap or Plug, 30"	2.00	EA		
27	4010-108-U-0	Joint Restraint, Bell Harness, 30"	6.00	EA		
28	4010-108-U-0	Joint Restraint, Mega Lug, 30"	20.00	EA		
					Sub Total	
Division 4020 - Storm Sewers						
29	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 15" RCP	176.02	LF		
30	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 18" RCP	16.76	LF		
31	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 24" RCP	126.44	LF		
32	4020-108-D-0	Removal of Storm Sewer, 15" RCP	77.55	LF		
33	4020-108-D-0	Removal of Storm Sewer, 24" RCP	50.00	LF		
					Sub Total	
Division 4050 - Pipe Rehabilitation						
34	4050-108-C-1	CIPP Main Lining, 48"	270.72	LF		
35	4050-108-C-1	CIPP Main Lining, 54"	180.39	LF		
36	4050-108-C-3	CIPP End Seal, 48"	6.00	EA		
37	4050-108-C-3	CIPP End Seal, 54"	4.00	EA		
					Sub Total	

LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	BID UNIT PRICE	TOTAL PRICE
Division 5010 - Pipe and Fittings						
38	5010-108-A-1	Water Main, Trenched, DIP, 4"	130.00	LF		
39	5010-108-A-1	Water Main, Trenched, DIP, 6"	40.00	LF		
40	5010-108-A-1	Water Main, Trenched, DIP, 12"	80.00	LF		
41	5010-108-C-1	Fittings, DI Tee, 6x6	1.00	EA		
42	5010-108-C-1	Fittings, DI Tee, 12x6	1.00	EA		
43	5010-108-C-1	Fittings, DI Reducer, 6x4	1.00	EA		
44	5010-108-C-1	Fittings, DI Bend, 45 Deg, 4"	2.00	EA		
45	5010-108-C-1	Fittings, DI Bend, 90 Deg, 4"	1.00	EA		
46	5010-108-C-3	Joint Restraint, Bell Harness, 4"	5.00	EA		
47	5010-108-C-3	Joint Restraint, Bell Harness, 6"	1.00	EA		
48	5010-108-C-3	Joint Restraint, Mega lug, 4"	7.00	EA		
49	5010-108-C-3	Joint Restraint, Mega lug, 6"	11.00	EA		
50	5010-108-C-3	Joint Restraint, Mega lug, 12"	3.00	EA		
51	5010-108-E-3	Water Service Stubs, Curb Stop and Box, 1"	1.00	EA		
					Sub Total	
Division 5020 - Valves, Fire Hydrants, and Appurtenances						
52	5020-108-A-0	Valve, Gate, 4"	1.00	EA		
53	5020-108-A-0	Valve, Gate, 6"	3.00	EA		
54	5020-108-A-0	Valve, Gate, 12"	1.00	EA		
55	5020-108-C-0	Fire Hydrant	1.00	EA		
					Sub Total	
Division 6010 - Structures for Sanitary and Storm Sewers						
56	6010-108-A-0	Manhole Type, SW-304 (*see plans for dimensions*)	142.57	VF		
57	6010-108-B-0	Intake Type, SW-501	28.86	VF		
58	6010-108-C-1	Internal Drop Connection	1.00	EA		
59	6010-108-G-3	Concrete Collar Structure Connection - Pipes Greater than 12" Diameter	1.00	EA		
60	6010-108-H-1	Remove Manhole	1.00	EA		
61	6010-108-H-2	Remove Intake	3.00	EA		
62	6010-108-I-2	Intake, Remove and Replace, Install Type, SW-501	10.51	VF		
63	6010-108-I-2	Intake, Remove and Replace, Install Type, SW-513	5.07	VF		
					Sub Total	
Division 7010 - Portland Cement Concrete Pavement						
64	7010-108-A-0	Pavement, PCC, 8" (Thickness)	1485.92	SY		
					Sub Total	
Division 7030 - Sidewalks, Shared Use Paths, and Driveways						
65	7030-108-A-1	Removal of Sidewalk	84.30	SY		
66	7030-108-A-3	Removal of Driveway	13.24	SY		
67	7030-108-E-0	PCC, Sidewalk, 4" (Thickness)	84.30	SY		
68	7030-108-H-1	Driveway, Paved, PCC, 8" (Thickness)	13.24	SY		
					Sub Total	
Division 7040 - Pavement Rehabilitation						
69	7040-108-H-0	Pavement - Removal	362.92	SY		
					Sub Total	
Division 8010 - Traffic Signals & Lighting						
70	8010-108-C-0	Handhole, Composite, HH 11-18	3.00	EA		
71	8010-108-G-0	Connections, Existing Handholes and Vaults	1.00	EA		
72	8010-108-H-0	Conduit, PVC, 2"	1684.00	LF		
73	8010-108-J-0	Wiring and Cable - Power	1416.00	LF		
74	8010-108-J-0	Wiring and Cable - Tracer	1000.00	LF		
75	8010-108-J-0	Wiring and Cable - Category 6E	354.00	LF		
76	8010-108-L-0	Bonding and Grounding	2.00	EA		
77	8010-108-N-0	Street Light, Galvanized, 20'	1.00	EA		
78	8010-108-N-0	Camera Pole, Painted, 12'	1.00	EA		
79	8010-108-R-0	Cameras, Traffic & Surveillance, Fixed	2.00	EA		
80	8010-108-S-0	Cameras, Traffic & Surveillance, 180 Deg	2.00	EA		
					Sub Total	
Division 8020 - Pavement Marking						
81	8020-108-B-0	Painted Pavement Markings, Solvent/Waterborne	0.95	STA		
82	8020-108-G-0	Painted Symbols and Legends	1.00	EA		
					Sub Total	
Division 8030 - Temporary Traffic Control						
83	8030-108-A-0	Temporary Traffic Control	1.00	LS		
					Sub Total	

LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	BID UNIT PRICE	TOTAL PRICE
Division 9010 - Seeding						
84	9010-108-A-1	Conv. - Seeding, Native Grass & Wildflower Seeding, by AC	1.50	AC		
85	9010-108-A-3	Mulching, by AC	2.77	AC		
86	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SY	340.00	SY		
87	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 4, by SY	7340.00	SY		
88	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 6, by SY	423.00	SY		
89	9010-108-D-0	Watering	13.00	MGAL		
					Sub Total	
Division 9040 - Erosion and Sediment Control						
90	9040-108-A-1	Stormwater Pollution Prevention Plan (SWPPP) Preparation	1.00	LS		
91	9040-108-A-2	Stormwater Pollution Prevention Plan (SWPPP) Management	1.00	LS		
92	9040-108-D-1	Filter Socks, 12"	1500.00	LF		
93	9040-108-D-2	Filter Socks, Removal	1500.00	LF		
94	9040-108-O-2	Stabilized Construction Entrance by Ton	200.00	TON		
95	9040-108-T-1	Inlet Protection Device, Installation	14.00	EA		
96	9040-108-T-2	Inlet Protection Device, Maintenance	14.00	EA		
					Sub Total	
Division 9060 - Chain Link Fence						
97	9060-108-F-0	Temporary Fence	1150.00	LF		
					Sub Total	
Division 9080 - Concrete Steps, Handrails, and Safety Rail						
98	9080-108-B-0	Handrail	13.00	LF		
					Sub Total	
Division 11,010 - Construction Survey						
99	11010-108-A-0	Construction Survey	1.00	LS		
					Sub Total	
Division 11,020 - Mobilization						
100	11020-108-A-0	Mobilization	1.00	LS		
					Sub Total	
Division 11,030 - Temporary Services During Construction						
101	11030-108-A-0	Maintenance of Postal Service	1.00	LS		
					Sub Total	
Division 11,050 - Concrete Washout						
102	11050-108-A-0	Concrete Washout	1.00	LS		
					Sub Total	
Special Provisions - Non-Standard Project Items						
103	SP	4010 - Sanitary Sewer Gravity Main, Trenchless, Steel, 48" Dia	180.00	LF		
104	SP	4020 - Storm Sewer Gravity, Trenched, Downspout, 6" PVC (PS46)	140.00	LF		
105	SP	4020 - Storm Sewer Gravity, Trenched, Downspout, 8" PVC (PS46)	50.00	LF		
106	SP	4020 - Storm Sewer Gravity, Trenched, Downspout Cleanout, 6" PVC (PS46)	2.00	EA		
107	SP	Conduit, PVC, Schedule 40, 5"	500.00	LF		
108	SP	Transformer Pad - "PAD II"	1.00	EA		
109	SP	CT Cabinet Precast Foundation	1.00	EA		
110	SP	CT Cabinet	1.00	EA		
111	SP	8010 - Pre-Terminated 24SM Fiber Optic Cable	300.00	LF		
112	SP	8010 - Ethernet Switch	1.00	EA		
113	SP	Old Mill Rd. Lift Station	1.00	LS		
114	SP	Engine Generator and Foundation	1.00	LS		
115	SP	CN Rail Road Requirements	1.00	NTE		
116	SP	Dewatering - Lowering Subsurface Groundwater Level	1.00	LS		
117	SP	Cast-In-Place Retaining Walls Inc CIP Columns, Railing, and masonry facia.	2105.00	SF		
					Sub Total	

400.5 Base Bid Amount

Bid Amount

22,760,000.00

Twenty two million seven hundred sixty thousand

(Use Words)

BID

CITY OF DUBUQUE DUBUQUE, IOWA OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT-PHASE 1 IDNR SRF #W2021-0394A

CASH ALLOWANCES

The following Cash Allowances shall be included in the Lump Sum Base Bid for Bid Item 113. The Cash Allowances for non-Lump Sum items shall be equal to the product of the quantity included in the Lump Sum Base Bid and the Unit Price. The Cash Allowances will be adjusted in the event that estimated quantities to be included in the Lump Sum Base Bid are different from final measured quantities. A single Unit Price shall be bid for each item. Failure to include one or more of the following Unit Price items may result in rejection of the entire Bid as nonconforming. For items with a quantity of 1, the Cash Allowance shall be adjusted based on actual final costs.

Item Number	Description	Estimated Quantity Included in the Lump Sum Base Bid	Unit	Bid Unit Price	Total Bid Price Included in the Lump Sum Base Bid
1.	Face Brick (Section 04 20 00-Unit Masonry System)		MFOB	\$1,000	\$ 1,000
2.	Unsuitable Foundation Materials (Section 31 23 01-Excavation, Fill, and Backfill for Structures and Retaining Walls)	100	CY	\$ 100	\$ 10,000
3.	Rock Removal (Section 31 23 16.26-Rock Removal)	50	CY	\$ 200	\$ 10,000

EQUIPMENT ALTERNATIVES

CITY OF DUBUQUE
DUBUQUE, IOWA
OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT-PHASE 1
IDNR SRF #W2021-0394A

The name of the Base Bid Equipment Manufacturer, which Bidder shall include in the Lump Sum Base Bid for Bid Item 113 and 114, is listed for each equipment item. When more than one Base Bid Equipment Manufacturer name is listed for an item, Bidder shall circle the name of the equipment manufacturer selected for the Lump Sum Base Bid for Bid Item 113 and 114 and write in the price for the selected equipment.

Where a Requested Alternative Equipment Manufacturer is listed in the Bid Form, Bidder shall include an add or deduct to the price of the Base Bid equipment that Bidder included in the Lump Sum Base Bid for Bid Item 113 and 114. The add or deduct price shall include the cost of any changes, including engineering changes, necessary to accommodate the alternative equipment including, but not limited to, process, structural, mechanical, and electrical work.

Where spaces are provided, Bidder may write in Other Alternative Equipment Manufacturers into the blank(s) provided on the Bid Form and include an add or deduct to the price of the Base Bid equipment that Bidder included in the Lump Sum Base Bid for Bid Item 113 and 114. The add or deduct price shall include the cost of the engineering services required for review of the alternative equipment in comparison to the Base Bid equipment and shall include the cost of any changes, including engineering changes, necessary to accommodate the alternative equipment including, but not limited to, process, structural, mechanical, and electrical work.

Whether or not an Alternative Equipment Manufacturer is offered to one or more Base Bid Equipment Manufacturers provided in the Bid Form, Bidder shall write (in numbers) the price for providing the Base Bid Equipment Manufacturer, as included in the Lump Sum Base Bid for Bid Item 113 and 114.

EQUIPMENT ALTERNATIVES

Item	Base Bid Equipment Manufacturer Included in the Lump Sum Base Bid (Circle One)	Cost of Equipment Included in the Lump Sum Base Bid	Alternative Equipment Manufacturer	Add to Base Bid for Alternative Equipment Manufacturer	Deduct From Base Bid for Alternative Equipment Manufacturer
A. Controls and Instrumentation (Section 26 09 00)	L.W. Allen-Altenex OR ESCO Group OR Integrated Process Solutions OR Wunderlich-Malec	\$ 833,000	_____ _____ _____ _____ _____	(+) _____ (+) _____ (+) _____ (+) _____ (+) _____	(-) _____ (-) _____ (-) _____ (-) _____ (-) _____
B. Standby Power System (Section 26 32 13)	Gammits Power Generation OR Kehler OR Caterpillar	\$ 317,000	_____ _____ _____ _____ _____	(+) _____ (+) _____ (+) _____ (+) _____ (+) _____	(-) _____ (-) _____ (-) _____ (-) _____ (-) _____
C. Watertight Stop Logs, Slide Gates, Slide Gates, and Downward Opening Weir Gates (Sections 33 23 00, 40 05 59.20, and 40 05 59.23)	Whitips OR RV Gate	\$ 226,000	_____ _____ _____ _____ _____	(+) _____ (+) _____ (+) _____ (+) _____ (+) _____	(-) _____ (-) _____ (-) _____ (-) _____ (-) _____
D. Vertical Dry Pit, Submersible Pumps (Section 43 25 10)	Flygt OR Fairbanks Nipulis	\$ 856,000	_____ _____ _____ _____ _____	(+) _____ (+) _____ (+) _____ (+) _____ (+) _____	(-) _____ (-) _____ (-) _____ (-) _____ (-) _____
E. Chemical Media Odor Control Equipment (Section 44 31 16)	Purafil	\$ 136,000	_____ _____ _____ _____ _____	(+) _____ (+) _____ (+) _____ (+) _____ (+) _____	(-) _____ (-) _____ (-) _____ (-) _____ (-) _____
F. Mechanically Cleaned Screen and Screenings Wash Press (Sections 46 21 11 and 46 21 73)	Dupret Corporation OR Parkson Corporation	\$ 406,000	_____ _____ _____ _____ _____	(+) _____ (+) _____ (+) _____ (+) _____ (+) _____	(-) _____ (-) _____ (-) _____ (-) _____ (-) _____

Revised Section 00 41 00-10

1154.087/M2021-0394A (Addendum No. 1)

ARTICLE 6-CONTRACTOR BACKGROUND INFORMATION

All questions must be answered clearly and comprehensively. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information that it deems necessary to establish Bidder's status as a responsible Bidder.

1. SUBMITTED BY:

Official Name of Firm: _____

Address: _____

2. CONTRACTOR'S CONTACT INFORMATION

Contact Person: _____

Title: _____

Phone: _____

Email: _____

3. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

- Treasurer: _____

- Secretary: _____

☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

☐ JOINT VENTURE

State of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

Joint Venture Managing Partner

- Name: _____
- Address: _____

Joint Venture Managing Partner

- Name: _____
- Address: _____

☐ Other

State of Organization: _____

Name of Organization: _____

Form of Organization: _____

Date of Organization: _____

Principal

- Name: _____
- Title: _____
- Address: _____

4. How many years has your organization been in business as a contractor?
_____ years.
5. How many years have you been engaged in the contracting business under your
present firm or trade name?_____ years.
6. Under what other or former names does or has your organization operated?

7. RAILROAD SURFACING CREW BACKGROUND INFORMATION:

Company Name: _____

Crew Foreman Name: _____

Planned Equipment To Be Used: _____

Source of Ballast To Be Used: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

Bonding Agent: _____

Address: _____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR
EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:**Current Experience:**

List on **Schedule A** all uncompleted projects currently under contract.

Previous Experience:

List on **Schedule B** at least three (3) projects, with description of materials and equipment used, completed within the last eight (8) years that include:

- A) Work under active railroads
- B) Steel pipe jacking (or similar technology)
- C) Pipe jacking (or similar technology) of a diameter greater than 84 inches
- D) Dewatering of a major infrastructure project
- E) Handling and disposal of contaminated groundwater and soil
- F) Line and tamp restoration of existing Canadian Pacific Railroad tracks.

*If a subcontractor will be responsible for performing any of the work items listed above, list that subcontractor's name on Schedule B and describe their work experience.

In the past eight (8) years has the firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ NO ☐ YES

If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

Have you ever been found not to be a responsible bidder under Iowa Code Chapter 26?

☐ NO ☐ YES

If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

Have you performed work in accordance with Canadian Pacific safety requirements?

☐ NO ☐ YES

In the past eight (8) years has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ NO ☐ YES

If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding with an individual value greater than 75,000 involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ NO ☐ YES

If YES, add an Attachment that provides details of the circumstances and include Project Owner's contact information.

- A. Have you ever been declared in default under a performance bond in the last five (5) years?

☐ NO ☐ YES

- B. If YES, add an Attachment that provides details of the circumstances and include the name and contact person of the owner(s) of the project and the contact person at the surety/bonding company.

Are you currently being investigated for or have previously violated in the last five years any of the following state or federal laws: Iowa Minimum Wage Act, Iowa Non-English Speaking Employees Act, Iowa Child Labor Act, Iowa Labor Commissioner's Right to Inspect Premises, Iowa Compensation Insurance Act, Employment Security Act, Iowa Competition Act, Iowa Income, Corporate and Sales Tax Code, Iowa or Federal Occupational Safety and Health Act, Iowa Employee Registration Requirements, Iowa Hazardous Chemical Risks Act, Iowa Wage Payment Collection Act, Federal Income and Corporate Tax Code, The National Labor Relations Act, The Drug-Free Workplace Act, the Employee Retirement Insurance Security Act, The Fair Labor Standards Act:

☐ NO ☐ YES

If YES, add an Attachment that provides details of the circumstances and explain.

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: _____

Name of Contractor's Safety
Officer assigned to the project: _____

Include the following as attachments:

- A. Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) **OSHA No. 300- Log & Summary of Occupational Injuries & Illnesses** for the past 5 years.
- B. Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of **all OSHA Citations & Notifications of Penalty** (monetary or other) received within the last 5 years (indicate disposition as applicable)–IF NONE SO STATE.
- C. Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) **list of all safety citations or violations under any state** all received within the last 5 years (indicate disposition as applicable)–IF NONE SO STATE.
- D. Provide the following for the firm listed in Section 3 (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR _____	EMR _____
YEAR _____	EMR _____
YEAR _____	EMR _____
YEAR _____	EMR _____
YEAR _____	EMR _____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR _____	TRFR _____
YEAR _____	TRFR _____
YEAR _____	TRFR _____
YEAR _____	TRFR _____
YEAR _____	TRFR _____

Total number of man-hours worked for the last 5 Years:

YEAR _____	TOTAL	NUMBER	OF
	MAN-HOURS		
YEAR _____	TOTAL	NUMBER	OF _____
	MAN-HOURS		
YEAR _____	TOTAL	NUMBER	OF _____
	MAN-HOURS		
YEAR _____	TOTAL	NUMBER	OF _____
	MAN-HOURS		
YEAR _____	TOTAL	NUMBER	OF _____
	MAN-HOURS		

13.EQUIPMENT:

Provide a statement that explains the contractual relationship between the firm listed in section 3 and the owners of major pieces of equipment that will be utilized on this project.

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

**I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH,
INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE
AND BELIEF AND THAT OWNER MAY RELY ON THE INFORMATION PROVIDED.**

NAME OF ORGANIZATION: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20____

NOTARY PUBLIC—STATE OF _____

MY COMMISSION EXPIRES: _____

Required Attachments:

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Evidence of authority for individuals listed in Section 3 to bind organization to an agreement.
5. Resumes of corporate officers and key individuals (including safety officer) of firm named in Section 1.
6. Required safety program submittals listed in Section 12 .
7. Additional items as pertinent.

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Contract Start Date	Project Type	Percent Complete	Cost of Work
	Name:				
	Address:				
	Telephone:				
	Design Engineer	Contract End Date			
	Name:				
	Address:				
	Telephone:				
	Name:				
	Address:				
	Telephone:				
	Design Engineer	Contract End Date			
	Name:				
	Address:				
	Telephone:				
	Name:				
	Address:				
	Telephone:				
	Design Engineer	Contract End Date			
	Name:				
	Address:				
	Telephone:				

SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Contract Start Date	Project Type	Percent Complete	Cost of Work
	Name:				
	Address:				
	Telephone:				
	Design Engineer	Contract End Date			
	Name:				
	Address:				
	Telephone:				

Project Name	Owner's Contact Person	Contract Start Date	Project Type	Percent Complete	Cost of Work
	Name:				
	Address:				
	Telephone:				
	Design Engineer	Contract End Date			
	Name:				
	Address:				
	Telephone:				

Project Name	Owner's Contact Person	Contract Start Date	Project Type	Percent Complete	Cost of Work
	Name:				
	Address:				
	Telephone:				
	Design Engineer	Contract End Date			
	Name:				
	Address:				
	Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 8 years)

Project Name	Owner's Contact Person	Contract Start Date	Project Type	Percent Complete	Cost of Work
	Name:				
	Address:				
	Telephone:				
	Design Engineer	Contract End Date			
	Name:				
	Address:				
	Telephone:				
	Name:				
	Address:				
	Telephone:				
	Design Engineer	Contract End Date			
	Name:				
	Address:				
	Telephone:				
	Name:				
	Address:				
	Telephone:				
	Design Engineer	Contract End Date			
	Name:				
	Address:				
	Telephone:				

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 8 years)

Project Name	Owner's Contact Person	Contract Start Date	Project Type	Percent Complete	Cost of Work
	Name:				
	Address:				
	Telephone:				
	Design Engineer	Contract End Date			
	Name:				
	Address:				
	Telephone:				
	Name:				
	Address:				
	Telephone:				
	Design Engineer	Contract End Date			
	Name:				
	Address:				
	Telephone:				
	Name:				
	Address:				
	Telephone:				
	Design Engineer	Contract End Date			
	Name:				
	Address:				
	Telephone:				

SCHEDULE C

LIST OF MAJOR EQUIPMENT TO BE UTILIZED ON THIS PROJECT

[illegible]

ARTICLE 7-TIME OF COMPLETION

7.01 Bidder agrees that the Work will be substantially complete on or before October 30, 2026, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 18, 2026.

7.02 Bidder accepts the provisions of the Agreement as to Agreed Costs of Delay in the event of failure to complete the Work within the Contract Times.

In addition to the required substantial and final completion times, there are milestones by which certain items of work must be completed. See General Requirements for milestone requirements.

Milestone 1 July 1, 2025

ARTICLE 8-ATTACHMENTS TO THIS BID

8.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of Bid Bond
(Bond or Certified Check)
- B. Bidder Status Form.
- C. SRF Required Front-End Specifications, Attachments 1 through 10.
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license, if applicable, within the time for acceptance of Bids;
- E. Bidder shall provide CONTRACTOR's License Number where noted at end of Bid or Bidder shall provide evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids.

ARTICLE 9-DEFINED TERMS

9.01 The terms used in this Bid with initial or all capital letters have the meanings stated in the Instructions to Bidders and the General Conditions.

ARTICLE 10-COMMUNICATIONS

10.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

Name: Tricon General Construction, Inc.
Street: 1230 East 12th St
City, State, Zip Code: Dubuque, IA 52001
Phone No.: 563.588.9516 Fax No.: 563.588.9519
E-mail address: ronrichard@triconcg.com

ARTICLE 11--BID SUBMITTAL

Submitted on August 22, 2024

State Contractor License Number C093574 (if applicable).

If Bidder is:

An Individual

By: _____
(Individual's signature)

Name (typed or printed): _____

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

A Corporation

Corporation Name: Tricon General Construction, Inc. (SEAL)

State of Incorporation: Iowa

Type (General Business, Professional, Service, Limited Liability): General Business

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Ron Richard

Title: Owner (CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: 1230 East 12th St, Dubuque, IA 52001

Phone No.: 563.588.9516 Fax No.: 563.588.9519

E-mail address: ronrichard@triconcg.com

Date of Qualification to do business in (State where the Project is located) is 09/28/1998
Iowa

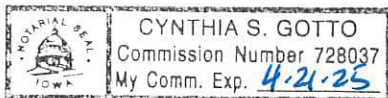
Sworn and subscribed to before me this

22 day of AUGUST, 2024
Cynthia S. Gotto

Notary Public or Other Officer

Authorized to Administer Oaths.

My Commission expires: 04-21-2025



Section 00 41 00-28
1154.087/W2021-0394A

A Limited Liability Company (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

(Fill in complete name of LLC)

State of Formation: _____

By: _____
(Signature)

_____, [Member] [Manager]
(Print Name)

Business Address: _____

Telephone.: _____

Email: _____

Fax: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this
_____ day of _____, _____

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: _____

END OF SECTION

10% BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Tricon General Construction, Inc.
1230 East 12th Street
Dubuque, IA 52001

SURETY (Name, and Address of Principal Place of Business):

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

OWNER (Name and Address):

City of Dubuque
50 West 13th Street
Dubuque, IA 52001

BID

Bid Due Date: **8/22/2024**

Description (Project Name— Include Location): **Old Mill Road Lift Station and Force Main Project-Phase 1**

BOND

Bond Number: **Bid Bond**

Date: **8/22/2024**

Penal sum *** TEN PERCENT OF AMOUNT BID *** \$ 10%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Tricon General Construction, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Ronald L Richard

Print Name

Owner

Title

Attest:

Signature

Title

WITNESS

SURETY

Swiss Re Corporate Solutions America Insurance Corporation

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Todd Schaap

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title **Witness**

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

EJCDC® C-430, Bid Bond (Penal Sum Form). Published 2013.

This document is a MODIFIED version of EJCDC® C-430, Copyright © 2013 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright.

Page 2 of 2

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP, KIMBERLY S. RASCH, and PAUL JACOBSEN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

UNLIMITED

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

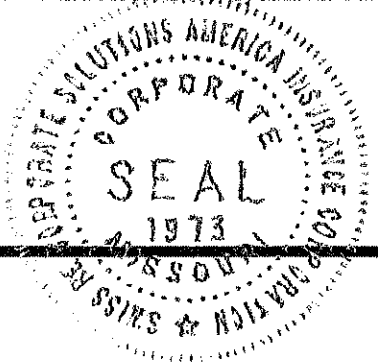
On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of August, 2024.



Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

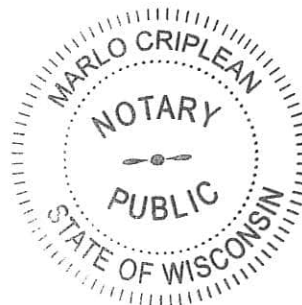
STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS 22nd day of August, 2024,
before me, a notary public, within and for said County and State, personally appeared ____
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Swiss Re Corporate Solutions America Insurance Corporation, a corporation
of Missouri, created, organized and existing under and
by virtue of the laws of the State of Missouri; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Marlo Cripple
Notary Public, **Racine** County, Wisconsin
My Commission Expires **6/13/2028**



A Limited Liability Company (Note: If member-managed, an authorized member must sign; if manager-managed, the authorized manager must sign. Attach evidence of authority to sign on behalf of LLC).

(Fill in complete name of LLC)

State of Formation: _____

By: _____
(Signature)

_____, [Member] [Manager]
(Print Name)

Business Address: _____

Telephone.: _____

Email: _____

Fax: _____

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ Fax No.: _____

E-mail address: _____

Phone No., Fax No., and postal and E-mail address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Sworn and subscribed to before me this
_____ day of _____,

Notary Public or Other Officer
Authorized to Administer Oaths.
My Commission expires: _____

END OF SECTION

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

☒ Yes ☐ No

My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☒ Yes ☐ No

My company has an office to transact business in Iowa.

☒ Yes ☐ No

My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☒ Yes ☐ No

My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☒ Yes ☐ No

My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 03 / 01 / 21 to ____ / ____ / ____

Address: 1230 East 12th St
City, State, Zip: Dubuque, IA 52001

Dates: 09 / 01 / 12 to ____ / ____ / ____

Address: 746 58th Avenue Ct SW
City, State, Zip: Cedar Rapids, IA 52406

Dates: ____ / ____ / ____ to ____ / ____ / ____

Address: ____
City, State, Zip: ____

You may attach additional sheet(s) if needed.

City, State, Zip: ____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers?

☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Tricon General Construction, Inc

Signature:  Date: 08/22/2024

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☒ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

SRF Required Front-End Specifications



Attachment 1: Certification of Non-Segregated Facilities Form *(to be completed and signed by Prime Contractor and submitted with the bid)*

Attachment 2: Statement in Advertisement for Bids on Debarment and Suspension/Certification Regarding Debarment and Suspension Form *(to be completed and signed by Prime Contractor and submitted with the bid)*

Attachment 3: Disadvantaged Business Enterprise Certification Form *(to be completed and signed by Prime Contractor and submitted with the bid)*

Attachment 4: DBE Program Subcontractor Performance Form *(to be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid)*

**If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.*

Attachment 5: DBE Program Subcontractor Utilization Form *(to be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid)*

** If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.*

Attachment 6: DBE Program Subcontractor Participation Form *(for voluntary use of DBEs)*

Attachment 7: Other Federal Requirements Language

- A. Standard Equal Employment Opportunity Specifications
- B. Federal Labor Standards Provisions *(including Davis-Bacon prevailing wage rates**)*
- C. Preservation of Open Competition and Government Neutrality
- D. Historical and Archeological Finds
- E. Prohibitions on Procurement from Violating Facilities

Attachment 8: Right of Entry and Records Retention

Attachment 9: American Iron and Steel Requirements

Attachment 10: Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment *(to be completed and signed by Prime Contractor and submitted with the bid)*

Attachment 1
SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid.)

U.S. Environmental Protection Agency
Certification of Non-Segregated Facilities

(Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).



Signature

Ron Richard

Printed Name

August 22, 2024

Date

Owner

Title

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EPA-7 5720-4.2

Attachment 2
SRF Required Front-End Specifications

(This form must be completed and signed by the Prime Contractor and submitted with the bid.)

Debarments and Suspensions

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: <https://sam.gov>. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the DNR to be a non-responsive bidder and will not be able to receive SRF funding.

United States Environmental Protection Agency Washington, DC 20460

**Certification Regarding Debarment, Suspension,
and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.



August 22, 2024

Signature of Authorized Representative

Date

Ron Richard

Owner

Printed Name

Title

☐ I am unable to certify to the above statements. My explanation is attached.

Attachment 3
SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid.)

Disadvantaged Business Enterprise (DBE) Solicitation

It is EPA's policy that recipients of EPA financial assistance through the State Revolving Fund programs award a "fair share" of subagreements to small, minority and women-owned businesses, collectively known as Disadvantaged Business Enterprises (DBEs). Iowa's Fair Share goals are:

	Minority-Owned Business Enterprise (MBE) Goal	Women-Owned Business Enterprise (WBE) Goal
Construction	1.7%	2.2%
Supplies	0.6%	5.6%
Services	2.5%	11.3%
Goods/Equipment	2.5%	10.4%
Average	1.8%	7.4%

Only work performed by certified DBEs can be counted toward the goals. In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at <https://secure.iowadot.gov/DBE/Home/Index/>.

Prime contractors' DBE requirements for SRF projects include:

- Taking affirmative steps for DBE participation
- Documenting the efforts and the proposed utilization of certified DBEs

PROJECT INFORMATION

SRF Applicant: City of Dubuque Bidder: Tricon General Construction, Inc.
Address: 1230 East 12th St
City: Dubuque State: Iowa Zip: 52001
Contact Person: Ron Richard
Phone Number: 563.588.9516 Email: ronrichard@triconcg.com
Check if Prime Contractor is: ☐ Minority-Owned ☐ Women-Owned

1. Do you agree to use the good faith efforts checklist to ensure the DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds?

☒ Yes ☐ No

2. At this point in time, has the prime contractor begun to solicit work opportunities to subcontractors for this project?

☒ Yes ☐ No ☐ N/A

3. If yes, was a DBE chosen by the prime contractor to be utilized for this project?

☐ Yes ☒ No

Signature: _____



GOOD FAITH EFFORTS CHECKLIST

Please complete the checklist to determine if you have complied with the requirement to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidders/offers must make good faith efforts prior to submission of bids/proposals.

1. Did you ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities?
☒ Yes ☐ No
2. Did you make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process? This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
☒ Yes ☐ No
3. Did you consider in the contracting process whether firms competing for large contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
☒ Yes ☐ No
4. Did you encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually?
☒ Yes ☐ No
5. Did you use the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to identify potential subcontractors?
☒ Yes ☐ No
6. List the potential DBE subcontractors that were contacted. Only list those that are certified through the Iowa Department of Transportation.

Name	How Contacted (e.g. letter, phone call, fax, e-mail)	Response (e.g. did not respond, not interested, not competitive)
Advanced Traffic Control	e-mail	No response
Bonnie's Barricades, Inc.	e-mail	No response
Collins Concrete	e-mail	No response
DeLong Construction	e-mail	No response
Swift & Swift, LLC	e-mail	No response
Taylor Construction	e-mail	No response

PROPOSED UTILIZATION OF DBE SUBCONTRACTORS

Please include Attachments 4 and 5 to document the proposed utilization of certified DBE subcontractors.

CONTRACT ADMINISTRATION PROVISIONS

Several contract provisions are required to prevent unfair practices that adversely affect DBEs. These include:

1. Prime Contractor must pay its Subcontractor for satisfactory performance no more than 30 days from the Prime Contractor's receipt of payment from the SRF loan recipient.

2. Prime Contractor must notify the SRF loan recipient in writing prior to termination of a DBE subcontractor for convenience.
3. Prime Contractor must employ the six Good Faith Efforts to solicit a replacement subcontractor if a DBE subcontractor fails to complete work under a subcontract for any reason.

Attachment 4

SRF Required Front-End Specifications

(This form must be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid.)

* If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.

Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name: _____

Project Name: Old Mill Road Lift Station and Force Main Project-Phase 1

Bid/Proposal No.: _____ Assistance Agreement ID No. (if known): _____

Point of Contact: Cindy Gotto

Address: 1230 East 12th St, Dubuque, IA 52001

Telephone No.: 563.588.9516 Email: cindygotto@triconcg.com

Prime Contractor Name: TRICON GENERAL CONSTRUCTION, INC

Issuing/Funding Entity: State Revolving Fund

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified by ☐ DOT ☐ SBA ☐ Other: _____

Meets/exceeds EPA certification standards? ☐ Yes ☐ No ☐ Unknown

¹A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

IA SRF6100-3

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).



Prime Contractor Signature

Owner

Title

Ron Richard

Print Name

August 22, 2024

Date

Subcontractor Signature

Print Name

Title

Date

IA SRF6100-3

Attachment 5
SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid if utilizing DBE subcontractors.)

* If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or intended use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name: Tricon General Construction, Inc.
Project Name: Old Mill Road Lift Station and Force Main Project-Phase 1
Bid/Proposal No.: _____ Assistance Agreement ID No. (if known): _____
Point of Contact: Cindy Gotto
Address: 1230 East 12th St, Dubuque, IA 52001
Telephone No.: 563.588.9516 Email: cindygotto@triconcg.com
Issuing/Funding Entity: State Revolving Fund

I have identified potential DBE certified subcontractors ☐ Yes ☒ No

If yes, complete the table below. If no, explain: _____

Subcontractor Name/ Company Name	Company Address/Phone/Email	Estimated Dollar Amount	Currently DBE Certified?
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

¹A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

IA SRF6100-4

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).



Prime Contractor Signature

Ron Richard

Print Name

Owner

Title

August 22, 2024

Date

IA SRF6100-4

Attachment 6
SRF Required Front-End Specifications
(This form is for the voluntary use of DBE Subcontractors.)

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. **The use of this form by DBE subcontractors is voluntary and is not required for bidding.** This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g. in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name: _____
Project Name: Old Mill Road Lift Station and Force Main Project-Phase 1
Bid/Proposal No.: _____ Assistance Agreement ID No. (if known): _____
Point of Contact: _____
Address: _____
Telephone No.: _____ Email: _____
Prime Contractor Name: Tricon General Construction, Inc.
Issuing/Funding Entity: State Revolving Fund

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

¹A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

IA SRF6100-2

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature

Print Name

Title

Date

Return to: Regional Coordinator, Small Business Utilization, U.S. Environmental Protection Agency, Region 7, 11201
Renner Blvd, Lenexa KS 66219

IA SRF6100-2

Attachment 7
SRF Required Front-End Specifications

Other Federal Requirements Language

A. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origin in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 6-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employee in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor employees are assigned to work. The Contractor, where possible will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's effort, to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source complied under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the

Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetable or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps at least as extensive as those standards prescribed in paragraph 7 of these specifications so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Federal Register, Vol. 43, No. 68 - Friday, April 7, 1978 (Corrected May 5, 1978).

Effective Date: May 8, 1978

Federal Register, Vol. 45, No. 194. Paragraph 4, revised October 3, 1980

Effective Date: September 30, 1980

APPENDICES A and B-80
Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
 (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

(See Appendix B-80 and Appendix A Below)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and in the regulations in 41 CFR Part 60 - 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set

forth in 41 CFR 60 - 4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60 - 4. Compliance with the goals will be measured against the total work hours performed.

- 3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer Identification number of the subcontractor, estimated dollar amount of the subcontract, and the geographical area in which the subcontract is to be performed.
- 4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (State of Iowa).

APPENDIX A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Timetable Goals (percent)

From Apr. 1, 1978 until March 31, 1979	3.1
From Apr. 1, 1979 until March 31, 1980	5.0
From Apr. 1, 1980 until March 31, 1981	6.9

Published, Federal Register May 5, 1978

APPENDIX B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work in a Federal, federally assisted or nonfederally related project, contract or subcontract. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60 - 4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA of EA goal contained in this appendix B-80.

Economic Areas

State: Iowa	Goal %
096 Dubuque IA:	
SMSA Counties:	
2200 Dubuque, IA	0.6
IA Dubuque	
Non-SMSA Counties	0.5

IA Allamakee, IA Clayton, IA Delaware, IA Jackson IA Winneshiek

099 Davenport Rock Island Moline, IA-IL:

SMSA Counties:

1960 Davenport Rock Island Moline, IA-IL..... 4.6

IL Henry, IL Rock Island Moline, IA Scott

Non-SMA Counties..... 3.4

IL Carroll, IL Hancock, IL Henderson, IL Mercer, IL Whiteside, IA Clinton, IA Des Moines, IA Henry, IA Lee, IA Louisa, IA
Muscatine, MO Clark

100 Cedar Rapids, IA:

SMSA Counties:

1360 Cedar Rapids, IA 1.7

IA Linn

Non-SMSA Counties 1.5

IA Benton, IA Cedar, IA Iowa, IA Johnson, IA Jones, IA Washington

101 Waterloo, IA:

SMSA Counties:

8920 Waterloo-Cedar Falls, IA..... 4.7

IA Black Hawk

Non-SMSA Counties 2.0

IA Bremer, IA Buchanan, IA Butler, IA Cerro Gordo, IA Chickasaw, IA Fayette, IA Floyd, IA Franklin, IA Grundy, IA
Hancock, IA Hardin, IA Howard, IA Mitchell, IA Winnebago, IA Worth

102 Fort Dodge, IA:

Non-SMSA Counties 0.4

IA Buena Vista, IA Calhoun, IA Carroll, IA Clay, IA Dickinson, IA Emmet, IA Greene, IA Hamilton, IA Humboldt, IA
Kossuth, IA Palo Alto, IA Pocahontas, IA Sac, IA Webster, IA Wright

103 Sioux City, IA:

SMSA Counties:

7720 Sioux City, IA-NE 1.9

IA Woodbury, NE Dakota

Non-SMSA Counties 1.2

IA Cherokee, IA Crawford, IA Ida, IA Monona, IA O'Brien, IA Plymouth, IA Sioux, NE Antelope, NE Cedar, NE Cuming,
NE Dixon, NE Knox, NE Madison, NE Pierce, NE Stanton, NE Thurston, NE Wayne, SD Bon Homme, SD Clay, SD Union,
SD Yankton

104 Des Moines, IA:

SMSA Counties:

2120 Des Moines, IA 4.5

IA Polk, IA Warren

Non SMSA Counties: 2.4

IA Adair, IA Appanoose, IA Boone, IA Clarke, IA Dallas, IA Davis, IA Decatur, IA Guthrie, IA Jasper, IA Jefferson, IA
Keokuk, IA Lucas, IA Madison, IA Mahaska, IA Marion, IA Marshall, IA Monroe, IA Poweshiek, IA Ringgold, IA Story, IA
Tama, IA Union, IA Van Buren, IA Wapello, IA Wayne

143 Omaha, NE:

SMSA Counties:

5920 Omaha, NE-IA.....7.6

IA Pottawattamie, NE Douglas, NE Sarpy

Non-SMSA Counties5.3

IA Adams, IA Audubon, IA Cass, IA Fremont, IA Harrison, IA Mills, IA Montgomery, IA Page, IA Shelby, IA Taylor, NE Burt, NE Cass, NE Colfax, NE Dodge, NE Platte, NE Saunders, NE Washington

Published, Federal Register October 3, 1980

B. Federal Labor Standards Provisions (including Davis-Bacon prevailing wage rates) Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The EPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as

the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/programs/dbra/forms.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where

appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (and any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The loan recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause

or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

C. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects (Executive Order 13202, as amended by Executive Order 13208)

Executive Order 13202, signed February 17, 2001 and amended April 4, 2001, requires all executive agencies that issue grants to ensure Government neutrality toward contractors' labor relations. This applies to recipients of SRF assistance. The Executive Order prohibits discrimination against contractors and their employees in construction contracts based upon labor affiliation or lack thereof.

SRF assistance recipients and any construction managers acting on their behalf must ensure that bidding specifications, project agreements, and other controlling documents do not require, prohibit, or otherwise discriminate, with respect to labor affiliation or lack thereof.

D. Historical and Archeological Finds

If, during the course of construction, evidence of deposits of historical or archeological interest is found, the contractor shall cease operations affecting the find. The owner shall then notify the State Revolving Fund Environmental Review Specialist, who shall in turn notify the State Historic Preservation Office. The SRF shall consult with the SHPO and other interested parties to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall ensue until the SRF Environmental Review Specialist determines that the project activities in that area may proceed. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Authority for this derives from the National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*) and 36 CFR Part 800. If human remains are discovered then state law also applies IC 263B.

E. Prohibitions on Procurement from Violating Facilities (Section 306, Clean Air Act; Section 508, Clean Water Act; Executive Order 11738)

Both the Clean Water Act and the Clean Air Act prohibit federal agencies from extending assistance by way of loans or contracts to persons who have been convicted of violations of either law. Executive Order 11738 was issued to coordinate enforcement by the U.S. Environmental Protection Agency, which shall designate facilities which have given rise to a conviction for an offense under the criminal provisions of the Clean Air Act and the Clean Water Act.

The Executive Order also prohibits agencies from extending assistance to facilities that are not in compliance with either Act.

SRF assistance recipients may not procure goods, services, or materials from suppliers listed by the EPA as violators.

The Excluded Parties Listing search engine is located at the System for Award Management (SAM) website:
<https://sam.gov>.

Attachment 8

SRF Required Front-End Specifications

Right of Entry and Records Retention

The recipient shall provide access at all times for the Department of Natural Resources, the Iowa Finance Authority, the state auditor, and the U.S. EPA Office of the Inspector General to all project records and documents for inspection and audit purposes for a period of three years after the date of last loan payment. The same access to the project site(s) shall be provided for inspection purposes.

567 Iowa Administrative Code paragraph 92.8 (2).e. State inspections. Personnel of the department shall have the right to examine all construction aspects of the project, including materials and equipment delivered and stored on site for use on the project.

Attachment 9

SRF Required Front-End Specifications

“American Iron and Steel” Requirements

H.R. 3547, the “Consolidated Appropriations Act, 2014,” enacted January 17, 2014 by the U.S. Congress, includes “American Iron and Steel” provisions that require Clean Water and Drinking Water State Revolving Fund assistance recipients of these funds to use iron and steel produced in the United States.

H.R. 3547 includes the following language in Division G, Title IV, under the heading, “Use of American Iron and Steel”:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron and steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) find that—

- 1) Applying subsection (a) would be inconsistent with the public interest;
- 2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quantity; or
- 3) Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

The final guidance and any published waivers are found at: <https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>. In particular the contractor should pay attention to the guidance for documentation of

compliance. There is also a waiver for incidental items; in order to qualify for this waiver the total materials and costs for the project must be tracked and incidental items identified.

Sample "American Iron and Steel" Contract Language

In order to fulfill the requirements, the assistance recipient must in good faith design the project and solicit bids for construction with U.S.-made iron and steel. The following information will be included in any contracts resulting from this request for bids:

The Contractor acknowledges to and for the benefit of the City of Dubuque ("Purchaser") and the State of Iowa (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund and such law contains provisions commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Sample Certifications

As indicated in the contract language, it will be the responsibility of the Contractor to obtain certifications that the products and materials used in the project are U.S.-made. EPA recommends the use of a step certification process for documenting compliance with AIS requirements, similar to one used by the Federal Highway Administration. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. Each handler (supplier, fabricator, manufacturer, processor, coater, etc.) of the iron and steel products certifies that their step in the process was domestically performed.

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead. In this example, there may be multiple letters from different manufacturers if one manufacturer did not perform all of the steps.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx

2. Xxx

3. Xxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US and providing detailed information on the steps involved.

The following is a template for this type of final certification.



Template American Iron and Steel Certification Letter



On Manufacturer's Letterhead

IRON & STEEL, INC.
1959 Steel Drive
Ironville, OH 12345

MATERIAL CERTIFICATION

April 30, 2015

RE: Job Name: Waterprojectville, Iowa – 2015 State Revolving Fund Water
Infrastructure Project
SRF Project Number: CS1920999 01

References the SRF Project

I certify that the processes for manufacturing or fabricating the following products
and/or materials provided for the subject project took place at the following U.S.
locations:

Quantity	Description	Manufacturing Processes	Location Where Processes Occurred
3 count	AB123456 4" Gate Valve	Melting, poured, machined	Ironville, OH
60 count	XY654321 Reinforced Concrete Manhole	Melted, rolled, fabricated	Steel City, IA
60 count	XZ123456 Manhole Cover	Melted, cast, finished	Stainless, MS
1200 linear feet	AB654321 4" Ductile Iron Water Pipe	Melted, rolled, finished	Pipetown, CA

I further certify that the products and/or materials are in full compliance with the American Iron and Steel requirements as mandated in the U.S. Environmental Protection Agency's State Revolving Fund programs. If any of the above compliance statements change while providing material to this project we will immediately notify the supplier, prime contractor, consulting engineer, or project owner.

Specifies the Products and Quantities

On behalf of IRON & STEEL, INC.,

Signature of
Manufacturer's
Representative

Jane Smith
Jane Smith
Product Quality Manager

Specifies the Manufacturing Processes and the U.S. Locations Where They Were Performed

Covered and Non-Covered Items

The EPA issued a waiver for De Minimis incidental components of eligible water and wastewater infrastructure projects. Funds used for such De Minimis incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project. The cost of an individual incidental item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

De Minimis incidental items include miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives are not readily or reasonably identifiable prior to procurement in the normal course of business. For others, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes, treatment and storage tanks, large structural supports, etc.

In consultation with their contractors, assistance recipients should determine the items to be covered by this waiver, and must retain relevant documentation (i.e. invoices) as to those items. Assistance recipients must summarize in reports to the State of Iowa the types and/or categories of items to which this waiver is applied, the total cost of incidental components for each type or category, and the calculations by which they determined the total cost of materials used in and incorporated into the project.

The successful bidder will fill out the materials spreadsheet (shown below) and submit it to the assistance recipient to indicate iron and steel items proposed to be procured for the project.

American Iron and Steel Materials Spreadsheet - to be Submitted by Successful Bidder
Iowa Department of Natural Resources - January 2021
Based on EPA Memorandum (4/15/2014): De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriation Acts (CAA), 2014

Project: _____
Bidder: _____ Date: _____

*Covered Product Categories include: Uncoated or unlined pipes or fittings; manhole covers; municipal castings; pipe clamps and restraints; valves; structural steel hydrants, tanks; flanges; reinforced precast concrete; construction materials.

**Incidental items are miscellaneous, generally low-cost items, often procured in bulk, such as washers, screws, fasteners, small amounts of wire, etc.

	Covered Products Category*	Description of Covered Products	Documentation Will be Obtained	Item is Incidental and will be claimed under De Minimis Waiver**	Bid Amount Covered Products	Bid Amount Incidentals
1	Choose an item.					
2	Choose an item.					
3	Choose an item.					
4	Choose an item.					
5						

At the end of construction, the contractor will submit a final list showing covered items being claimed as incidental components under the De Minimis Waiver. Assistance recipients will complete a De Minimis Waiver Incidental Components List for the entire project to demonstrate compliance with the De Minimis Waiver cost requirements outlined above.

American Iron and Steel - De Minimis Waiver Incidental Components List

Iowa Department of Natural Resources - January 2021

Based on EPA Memorandum (4/15/2014): De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriation Acts (CAA), 2014

This form is to be used by the State Revolving Fund (SRF) applicant to identify all non-domestic iron and steel incidental components permanently incorporated into an SRF project that meet the requirements of the public interest De Minimis Waiver. This form can also be used by individual contractors to submit their final incidental components list to the SRF applicant.

SRF Applicant:			
SRF Project ID:			Submitted By:
Date:			Individual Contractor De Minimis List ☐ Final De Minimis List for SRF Project ☐
Total Materials Cost:		Total amount claimed as De Minimis Incidental Components:	Percent: (must be 5% or less of total materials cost)

	Contractor Name	Covered Products	Description of Covered Products (list each item type separately)	Date Purchased	Individual Item/Unit Cost	Quantity Claimed as Incidental	Dollar Amount Incidental Components
Example	JD Construction	Construction materials	Steel Doors	1-21-2020	\$500	5	\$2500
1		Choose an item.					
2		Choose an item.					
3		Choose an item.					

These documents are available online at <http://www.iowasrf.com/documents-and-guides/>

Attachment 10
SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid.)

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to:

- (a) Procure or obtain, extend or renew a contract to procure or obtain;
- (b) Enter into a contract (or extend or renew a contract) to procure; or
- (c) Obtain the equipment, services, or systems that use "covered telecommunications equipment or services"

identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system.

Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list, website: <https://sam.gov>.

- (1) As described in Public Law 115-232, section 889, covered telecommunications equipment or services includes:
 - (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (2) Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:
 - (i) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services to procure (enter into, renew or extend contracts) or obtain the equipment, services, or systems as described in 2 CFR 200.216.

I understand the above prohibitions and certify that the project will be in compliance with all the requirements.



Signature
Ron Richard

Printed Name

August 22, 2024

Date
Owner

Title

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT is by and between **CITY OF DUBUQUE, IOWA**

(hereinafter called OWNER) and **TRICON CONSTRUCTION GROUP**

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

Article 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT-PHASE 1

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CONTRACT IDNR SRF #W2021-0394A

Article 3. ENGINEER

3.01 The Project has been designed by Strand Associates, Inc.®

3.02 OWNER has retained Strand Associates, Inc.® (“ENGINEER”) to act as OWNER’s representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially complete on or before October 30, 2026, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 18, 2026.

B. In addition to the required substantial and final completion times, there are milestones by which certain items of work must be completed. See General Requirements for milestone requirements.

Milestone 1 July 1, 2025

4.03 Agreed Costs of Delay

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 4 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as agreed costs of delay that does not result in adjustment of the contract time pursuant to Section 14.05 of the General Conditions (but not as a penalty), CONTRACTOR shall pay to OWNER the following daily charge:

CONTRACTOR shall pay to OWNER agreed costs of delay of \$2,000 per day.

Agreed costs of delay shall be applied separately to each of the milestone, substantial and final completion dates.

B. The CONTRACTOR and the CONTRACTOR's surety shall be liable for and shall pay the OWNER for any extra costs for engineering or architectural services, construction observation services and related expenses, and attorney's fees necessitated by the delayed prosecution of the work by the CONTRACTOR beyond the date of Final Completion required by the Agreement. Such costs are in no way a penalty, but represent additional expenses to the OWNER caused by the CONTRACTOR's delay in completing the Work.

C. Agreed costs of delay will be assessed as follows:

1. Completion Date Contracts.

The amount of agreed costs of delay specified in the proposal form will be assessed, not as a penalty but as predetermined and agreed cost of delay, for each calendar day that any work remains uncompleted beyond the Completion Date or any extension authorized by OWNER. Assessment of cost of delay will be based only on the number of calendar days required to complete the contract beyond the completion date, plus authorized extensions.

The final payment will be withheld until the amount of agreed costs of delay are agreed upon.

This provision for the assessment of the agreed costs of delay for failure to complete work within the contract period does not constitute a waiver of the OWNER's right to collect any additional damages other than time delays which the OWNER may sustain by failure of the CONTRACTOR to carry out the terms of the contract.

4.04 Delays to Contractor and Extension of Time

A. If CONTRACTOR is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of OWNER, or other causes not the fault of and beyond control of OWNER and CONTRACTOR, then CONTRACTOR shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to CONTRACTOR's ability to complete the Work within the Contract Times. Such an adjustment shall be CONTRACTOR's sole and exclusive remedy for the delays described in this Paragraph.

Article 5. CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows, subject to adjustment under the Contract:

TWENTY-TWO MILLION, SEVEN HUNDRED SIXTY THOUSAND DOLLARS AND 00/100 (\$22,760,000)

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as established at the preconstruction conference during performance of the Work as provided in Paragraph 6.02.B below. All such payments will be measured by the schedule of values established in Paragraph 2.05.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

B. Retainage: OWNER shall retain an amount equal to 5% of each progress payment application. The 5% retainage shall be withheld from all applications for progress payments until 100% of the work is complete. All punchlist items shall be finished before the work shall be deemed 100% complete. CONTRACTOR shall not submit an application for progress payment that indicates a work item as being 100% complete based on a claim that the retainage withholding amount covers the cost of the outstanding work included on the punchlist.

1. Retained funds shall be retained by OWNER for a period of 30 calendar days after the completion and final acceptance of the improvements by OWNER. If at the end of the 30 calendar day period claims are on file as provided in Iowa Code Ch. 573, OWNER shall also continue to retain from the unpaid funds, a sum equal to double the total amount of all

claims on file. The remaining balance of the unpaid fund, or if no claims are on file and the Work is complete, the entire unpaid fund shall be released and paid to CONTRACTOR.

2. Upon Substantial Completion of all Work, however, and in accordance with Iowa Code 573.28, CONTRACTOR may request the release of all or part of the retained funds owed. The request shall be accompanied by a sworn statement of CONTRACTOR that, ten calendar days prior to filing the request, notice was given as required to all known subcontractors, sub-subcontractors, and suppliers.

a. Prior to applying for release of retained funds, CONTRACTOR shall send a notice to all subcontractors, sub-subcontractors, and suppliers that provided labor or materials for the public improvement project. the notice shall be substantially similar to the following:

"NOTICE OF CONTRACTOR'S REQUEST FOR EARLY RELEASE OF RETAINED FUNDS

You are hereby notified that [name of CONTRACTOR] will be requesting an early release of funds on a public improvement project designated as [name of project] for which you have or may have provided labor or materials. The request will be made pursuant to Iowa Code section 573.28. The request may be filed with the [name of governmental entity or department] after ten calendar days from the date of this notice. The purpose of the request is to have [name of governmental entity or department] release and pay funds for all work that has been performed and charged to [name of governmental entity or department] as of the date of this notice. This notice is provided in accordance with Iowa Code section 573.28."

b. If at the time of the request for the release of the retained funds labor or material are yet to be provided, an amount equal to two hundred percent of the value of the labor or materials yet to be provided, as determined by ENGINEER, may be withheld until such labor or materials are provided.

3. CONTRACTOR shall release retained funds to subcontractor or subcontractors in the same manner as retained funds are released to CONTRACTOR by OWNER. Each subcontractor shall pass through each lower tier subcontractor all retained fund payments from CONTRACTOR.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

Article 7. HIERARCHY

7.01 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- | | |
|----------|---|
| First: | WRITTEN AMENDMENTS |
| Second: | CHANGE ORDERS/FIELD ORDERS/WORK CHANGE DIRECTIVES |
| Third: | ADDENDA |
| Fourth: | AGREEMENT |
| Fifth: | SUPPLEMENTARY CONDITIONS |
| Sixth: | GENERAL CONDITIONS |
| Seventh: | SPECIFICATIONS |
| Eighth: | DRAWINGS |

For categories that have the same order of precedence, the document that includes the latest date shall control. Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

Article 8. CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings.

E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. CONTRACTOR's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

Article 9. CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 through 00 52 00-11, inclusive);
2. ~~Performance bond (pages to 00 61 13.13-1 through 00 61 13.13-3, inclusive);~~
3. ~~Payment bond (pages 00 61 13.16-1 through 00 61 13.16-3, inclusive);~~
4. Other bonds
 - a. **PERFORMANCE, PAYMENT AND MAINTENANCE BOND** (pages 00 60 00-1 to 00 60 00-5 , inclusive);
 - b. NA (pages NA to NA , inclusive);
 - c. NA (pages NA to NA , inclusive);
5. General Conditions (pages 00 ~~72~~ 70 00-1 through 00 ~~72~~ 70 00-86, inclusive);
6. Specifications as listed in the table of contents of the Project Manual;
7. Drawings—Sheets No. 1 through No. 53

inclusive incorporated herein by reference with each sheet bearing the following general title:

OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT—PHASE 1,

CONTRACT IDNR SRF #W2021-0394A, CITY OF DUBUQUE, IOWA

as well as drawings listed in the table of contents that are bound at the back of these specifications.

8. Addenda (**NO 1., DATED AUGUST 9, 2024, AND NO. 2, DATED AUGUST 20, 2024 (ON FLASH DRIVE)**).
9. Consent Decree agreement per Case No. 2:1-CV-01011-EJM Document 6, dated June 27, 2011, located at the end of the Agreement.

10. Exhibits to this Agreement (enumerated as follows:)

- a. CONTRACTOR's Bid (pages 00 41 00-1 to 00 41 00-30);
- b. Documentation submitted by CONTRACTOR prior to Notice of Award
(NA);
- c. (EROSION CONTROL CERTIFICATION, PAGE 00 55 51-1);

11. Special Attachments as follows:

- a. Out of State Bond Requirements.
- b. Consent Decree.
- c. Schedule F Insurance Requirements.
- d. Safety Requirements.
- e. Permits.

12. The following may be delivered or issued on or after the Effective Date of the Contract:

- a. Notice to Proceed (page 00 55 00-1, inclusive);
- b. Work Change Directives (not attached to this Agreement);
- c. Change Order(s) (not attached to this Agreement).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

Article 10. MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment,

no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 CONTRACTOR's Certifications

A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means the intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Integration

A. The parties' entire agreement is contained in the Contract Documents, and the provisions of the Contract Documents supersede all prior discussions or writings between the parties.

10.07 Attorney's Fees

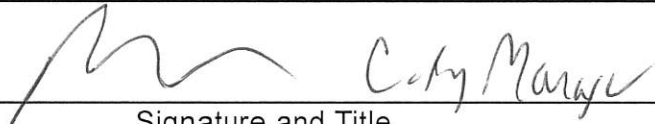
A. In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on September 19, 2024 (which is the Effective Date of the Contract).

OWNER

CITY OF DUBUQUE, IOWA

 City Manager (Seal)
Signature and Title

ATTEST:

By:

Adrienne Breitholder City Clerk
Signature and Title

Address for Giving Notices:

Name:

City of Dubuque

Street:

50 W 13th St

City, State, Zip Code:

Dubuque, IA 52001

Phone:

563 589-4270

Facsimile:

E-mail:

engineer@cityofdubugue.org

Designated Representative:

Todd Irwin

CONTRACTOR TRICON CONSTRUCTION GROUP

 - Owner (Seal)
Signature and Title

ATTEST:

By:  - Witness
Signature and Title

Address for Giving Notices:

Name: Tricon General Construction, Inc.
Street: 1230 East 12th St
City, State, Zip Code: Dubuque, IA 52001
Phone: 563.588.9516
Facsimile: 563.588.9519
E-mail: ronrichard@triconcg.com
Designated Representative: Ron Richard
License No.: C093574
(Where applicable)

(If CONTRACTOR is a corporation, limited liability company, or a partnership, attach evidence of authority to sign.)

INSTRUCTIONS FOR EXECUTING CONTRACT

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR's official signature. Please have the name of the signing party printed under all signatures to the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the partnership.

If CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and on behalf of CONTRACTOR.

If CONTRACTOR is operating as a limited liability company, and it is member-managed, each member should sign the Agreement, or an authorized member should sign. If the LLC is manager-managed, an authorized manager should sign. If the Agreement is not signed by each member, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the LLC.

If CONTRACTOR is a corporation, the Secretary of the corporation should sign the certificate below. If the Agreement itself is signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Agreement copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.

I, Cindy Gotto, certify that I am the Office Manager
(Print Name) (Title of Officer Signing Certificate)

of the corporation named as CONTRACTOR herein above; that Ron Richard
(Print Name of Officer Signing Agreement)

who signed the foregoing Agreement on behalf of CONTRACTOR was then
Owner of said corporation; that said Agreement was duly signed
(Title of Officer Signing Agreement)

for and on behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Cindy Gotto
(Corporate Seal) (None)

END OF SECTION

**CONSENT DECREE
RELATING TO THE
CITY OF DUBUQUE, IOWA
WATER & RESOURCE RECOVERY CENTER
AND
SANITARY SEWER COLLECTION SYSTEM**

NO CONTRACTOR OR CONSULTANT MAY PERFORM ANY WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SEWER COLLECTION SYSTEM UNLESS COPY OF THIS DOCUMENT IS RETURNED TO THE CITY OF DUBUQUE ENGINEERING DEPARTMENT

The City of Dubuque, Iowa has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree can be found at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A paper copy is available upon request from the City of Dubuque Engineering Department.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five years after the termination of the Consent Decree, the City shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention requirement shall apply regardless of any contrary City, corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, the City shall provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of

the information-retention period, the City shall notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City shall deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR OR CONSULTANT

The undersigned, on behalf of the Contractor or Consultant, with full authority to act on behalf of the Contractor or Consultant, certifies to the City of Dubuque as follows:

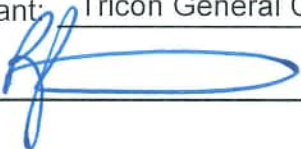
1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.

2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents, reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

The Contractor or Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's or Consultant's failure to comply with the Consent Decree.

Contractor or Consultant: Tricon General Construction, Inc.

By:  _____

Its: Owner _____

Date: September 19, 2024

Return signed copy to:

Deron Muehring
Civil Engineer
City Hall - Engineering Department
50 W. 13th Street
Dubuque, IA 52001

SECTION 00 55 00
NOTICE TO PROCEED

Dated: October 28, 2024

TO: TRICON CONSTRUCTION GROUP
(CONTRACTOR)

ADDRESS: 1230 EAST 12TH STREET
DUBUQUE, IA 52001

PROJECT: OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT-PHASE 1

OWNER'S CONTRACT NO.: IDNR SRF #W2021-0394A

CONTRACT FOR: CITY OF DUBUQUE, IOWA
OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT-PHASE 1,
CONTRACT IDNR SRF #W2021-0394A
(Insert name of Contract as it appears in the Bidding Documents)

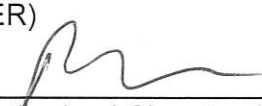
You are notified that the Contract Time under the above Contract will commence to run on 1st
day of November, 2024. On that date, you are to start performing your obligations
under the Contract Documents.

Before you may start any work at the site, Paragraph 2.01.B of the General Conditions provides
that you and OWNER must each deliver to each other (with copies to ENGINEER and other
identified additional insureds) certificates of insurance, copies of endorsements, and other evidence
of insurance which each is required to purchase and maintain in accordance with the Contract
Documents.

Also before you may start any work at the site, you must _____

(Add Other Requirements)

CITY OF DUBUQUE, IOWA
(OWNER)

By: 
(Authorized Signature)

City Manager
(Title)

END OF SECTION

SECTION 00 55 51
EROSION CONTROL CERTIFICATION

Dated: September 19, 2024

City: CITY OF DUBUQUE, IOWA

Address: 50 WEST 13TH STREET
DUBUQUE, IA 52001

Project: OLD MILL ROAD LIFT STATION FORCE MAIN PROJECT-PHASE 1

Contract No. IDNR SRF #W2021-0394A

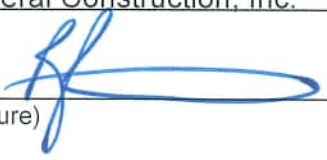
Description: CITY OF DUBUQUE, IOWA, OLD MILL ROAD LIFT STATION FORCE MAIN
PROJECT-PHASE 1, CONTRACT IDNR SRF #2021-0394A

I certify under penalty of law that I understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the storm water discharges associated with industrial activities from the construction site and as detailed in the Contract Documents. Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the project site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit.

I agree to indemnify and hold the City harmless from any claims, demands, suits, causes of action, settlements, fines, or judgments and costs of litigation, including, but not limited to, reasonable attorneys fees and costs of investigation and arising from a condition, obligation, or requirement assumed or to be performed by CONTRACTOR for storm water pollution and erosion control.

Fines and other costs incurred against the City for CONTRACTOR's failure to provide the required erosion control practices will be paid by CONTRACTOR.

CONTRACTOR: Tricon General Construction, Inc.

By: 
(Authorized Signature)

Owner
(Title)

END OF SECTION

SECTION 00 60 00

OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT-PHASE 1
IDNR SRF #W2021-0394A
CITY OF DUBUQUE, IOWA

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Tricon General Construction, Inc.,
as Principal (hereinafter the "Contractor" or "Principal" and
Swiss Re Corporate Solutions America Insurance Corporation, as Surety are held and firmly
bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "the
Owner"), and to all persons who may be injured by any breach of any of the conditions of
this Bond in the penal sum of
Twenty-Two Million Seven Hundred Sixty Thousand and 00/100-- dollars
(\$ 22,760,000.00), lawful money of the United States, for the payment of which
sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and
assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered
into a contract with the Owner, bearing date the 19th day of September,
2024, hereinafter the "Contract") wherein said Contractor undertakes and agrees to
construct the following described improvements:

Old Mill Road Lift Station and Force Main Project-Phase 1, IDNR SRF #W2021-0394A.

Project consists of the construction of one 20 MGD (expandable to 30 MGD) dry pit
submersible pumping station, the installation of (2) 250 LF 30-inch-diameter PVC force
mains, 90 LF of 48-inch-diameter RCP gravity sewer, 200 LF of 54-inch-diameter RCP
gravity sewer (3) 7-foot by 7-foot manholes, (2) 8-foot by 8-foot manholes. The project
will include four borings across Canadian National railroad tracks: (1) 180 LF of 48-inch
steel casing, (2) 150 LF of 42-inch steel casing and (1) 8-inch directional drill with four
2-inch conduits. The project also includes CIPP lining of the 48-inch and 54-inch gravity
sewers along with epoxy coating of the manholes. Construction of the pumping station
will include the site development work consisting of; electrical service, water service,
gas service, storm sewer, retaining walls, PCC sidewalk, PCC pavement, site lighting,
security cameras, fiber optic lines, vegetative surface restoration, and other
miscellaneous elements.

and to faithfully perform all the terms and requirements of said Contract within the time
therein specified, in a good and workmanlike manner, and in accordance with the
Contract Documents.

Section 00 60 00-1
1154.087/W2021-0394A

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the Iowa District Court for Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 19th day of September,
2024.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Tricon General Construction, Inc.

Contractor

By: _____


Signature
Ronald L. Richard

Owner
Title

Printed Name of Agent

SURETY:

Company Name

Swiss Re Corporate Solutions America Insurance Corporation

Surety Company

By: _____


Signature Attorney-in-Fact Officer

City, State, Zip Code

Todd Schaap

Printed Name of Attorney-in-Fact Officer

Company Telephone Number

Shorewest Surety Services, Inc.

Company Name

2626 49th Drive

Company Address

FORM APPROVED BY:



Attorney for Owner

Franksville, WI 53126

City, State, Zip Code

(262) 835-9576

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

Section 00 60 00-5

1154.087/W2021-0394A

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP, KIMBERLY S. RASCH, and PAUL JACOBSEN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

UNLIMITED

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By 
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of September, 2024.


Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

STATE OF WISCONSIN)

COUNTY OF **Racine**)

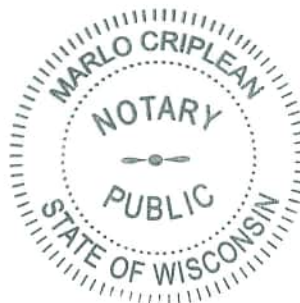
ON THIS 19th day of September, 2024,
before me, a notary public, within and for said County and State, personally appeared ____
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Swiss Re Corporate Solutions America Insurance Corporation, a corporation
of Missouri, created, organized and existing under and
by virtue of the laws of the State of Missouri; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Marlo Cripple

Notary Public, **Racine** County, Wisconsin

My Commission Expires **6/13/2028**



OUT-OF-STATE CONTRACTOR BOND

SECTION 00 60 10

An out-of-state Contractor must either file a surety Bond, as provided in Iowa Code section 91C.7, with the Iowa Division of Labor Services in the amount of twenty-five thousand dollars (\$25,000) for a one (1) year period or must provide a statement to the Iowa Division of Labor Services that the contractor is prequalified to Bid on projects for the Iowa Department of Transportation pursuant to Iowa Code Section 314.1

An out-of-state Contractor, before commencing a contract in excess of five thousand dollars (\$5,000) in value of Iowa, must file a Bond with the Iowa Division of Labor Services of the Iowa Department of Workforce Development. A Surety Bond filed pursuant to Iowa Code section 91C.2 must be executed by a surety company authorized to do business in this state, and the Bond must be continuous in nature until canceled by the Surety with not less than thirty (30) days; written notice to the contractor and to the Division of Labor Services of the Iowa Department of Workforce Development in dictating the surety's desire to cancel the Bond. The Surety company is liable under the Bond for any contract commenced after the cancellation of the Bond. The Bond must be in the sum of the greater of the following:

- (1) One thousand dollars (\$1,000.00); or
- (2) Five percent (5%) of the contract price

An out-of-state Contractor may file a blanket Bond in an amount at least equal to fifty thousand dollars (\$50,000) for a two (2) year period in lieu of filing an individual Bond for each Contract. The Division of Labor Services of the Iowa Department of Workforce Development may increase the Bond amount after a hearing.

==== END OF SECTION 00 60 10 ====

~~STANDARD~~ GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
ARTICLE 1 – Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology	5
ARTICLE 2 – Preliminary Matters	7
2.01 Delivery of Bonds and Evidence of Insurance.....	7
2.02 Copies of Documents	7
2.03 Before Starting Construction	7
2.04 Preconstruction Conference; Designation of Authorized Representatives	8
2.05 Initial Acceptance of Preliminary Schedules	8
2.06 Final Schedule	9
2.07 Acceptance of Final Schedule	9
2.08 Electronic Transmittals.....	10
ARTICLE 3 – Documents: Intent, Requirements, Reuse.....	10
3.01 Intent.....	10
3.02 Reference Standards	10
3.03 Reporting and Resolving Discrepancies	11
3.04 Requirements of the Contract Documents	12
3.05 Reuse of Documents	13
ARTICLE 4 – Commencement and Progress of the Work	13
4.01 Commencement of Contract Times; Notice to Proceed	13
4.02 Starting the Work.....	13
4.03 Reference Points	13
4.04 Progress Schedule	14
4.05 Delays in Contractor’s Progress	14
ARTICLE 5 – Availability of Lands; Subsurface and Physical Conditions; special Environmental Conditions	16
5.01 Availability of Lands	16
5.02 Use of Site and Other Areas	16
5.03 Subsurface and Physical Conditions.....	17

This document is a MODIFIED version of EJCDC® C-700, Copyright © 2013 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents.

Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright. **Page i**

5.04	Differing Subsurface or Physical Conditions	19
5.05	Underground Facilities	20
5.06	Special Environmental Conditions at Site	22
ARTICLE 6 – Bonds and Insurance		25
6.01	Performance, Payment, and Other Bonds	25
6.02	Insurance—General Provisions	26
6.03	Contractor’s Insurance	27
6.04	Owner’s Liability Insurance	32
6.05	Property Insurance	32
6.06	Waiver of Rights	35
6.07	Receipt and Application of Property Insurance Proceeds	36
ARTICLE 7 – Contractor’s Responsibilities		36
7.01	Supervision and Superintendence	36
7.02	Labor; Working Hours	36
7.03	Services, Materials, and Equipment	37
7.04	“Or Equals”	37
7.05	Substitutes	38
7.06	Concerning Subcontractors, Suppliers, and Others	40
7.07	Patent Fees and Royalties	43
7.08	Permits	44
7.09	Taxes	44
7.10	Laws and Regulations	44
7.11	Record Documents	45
7.12	Safety and Protection	45
7.13	Safety Representative	46
7.14	Hazard Communication Programs	47
7.15	Emergencies	47
7.16	Shop Drawings, Samples, and Other Submittals	47
7.17	Contractor’s General Warranty and Guarantee	50
7.18	Indemnification and Liability	50
7.19	Delegation of Professional Design Services	52
ARTICLE 8 – Other Work at the Site		53
8.01	Other Work	53

8.02	Coordination	53
8.03	Legal Relationships.....	54
8.04	Claims Between Contractors.....	55
ARTICLE 9 – Owner’s Responsibilities		56
9.01	Communications to Contractor.....	56
9.02	Replacement of Engineer	56
9.03	Furnish Data	56
9.04	Pay When Due.....	56
9.05	Lands and Easements; Reports, Tests, and Drawings	57
9.06	Insurance.....	57
9.07	Change Orders.....	57
9.08	Inspections, Tests, and Approvals.....	57
9.09	Limitations on Owner’s Responsibilities	57
9.10	Undisclosed Special Environmental Condition	57
9.11	Evidence of Financial Arrangements.....	57
9.12	Safety Programs	57
ARTICLE 10 – Engineer’s Status During Construction		58
10.01	Owner’s Representative.....	58
10.02	Visits to Site.....	58
10.03	Project Representative.....	58
10.04	Rejecting Defective Work.....	59
10.05	Shop Drawings, Change Orders and Payments.....	59
10.06	Determinations for Unit Price Work	59
10.07	Decisions on Requirements of Contract Documents and Acceptability of Work	59
10.08	Limitations on Engineer’s Authority and Responsibilities.....	60
10.09	Compliance with Safety Program.....	60
ARTICLE 11 – Amending the Contract Documents; Changes in the Work.....		60
11.01	Amending and Supplementing Contract Documents	60
11.02	Owner-Authorized Changes in the Work	61
11.03	Unauthorized Changes in the Work.....	62
11.04	Change of Contract Price	62
11.05	Change of Contract Times	63
11.06	Change Proposals	63

11.07	Execution of Change Orders.....	64
11.08	Notification to Surety.....	64
ARTICLE 12 – Claims		65
12.01	Claims	65
ARTICLE 13 – Cost of the Work; Allowances; Unit Price Work		66
13.01	Cost of the Work	66
13.02	Allowances	69
13.03	Unit Price Work	69
ARTICLE 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work		70
14.01	Access to Work.....	70
14.02	Tests, Inspections, and Approvals.....	70
14.03	Defective Work.....	71
14.04	Acceptance of Defective Work.....	72
14.05	Uncovering Work	72
14.06	Owner May Stop the Work	73
14.07	Owner May Correct Defective Work.....	73
ARTICLE 15 – Payments to Contractor; Set-Offs; Completion; Correction Period		73
15.01	Progress Payments.....	73
15.02	Contractor’s Warranty of Title	77
15.03	Substantial Completion.....	77
15.04	Partial Use or Occupancy	78
15.05	Final Inspection	79
15.06	Final Payment.....	79
15.07	Waiver of Claims	81
15.08	Correction Period	81
ARTICLE 16 – Suspension of Work and Termination		82
16.01	Owner May Suspend Work	82
16.02	Owner May Terminate for Cause	82
16.03	Owner May Terminate For Convenience	83
16.04	Contractor May Stop Work or Terminate	84
ARTICLE 17 – Final Resolution of Disputes		84
17.01	Methods and Procedures.....	84
ARTICLE 18 – Miscellaneous		85

This document is a MODIFIED version of EJCDC® C-700, Copyright © 2013 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents.

Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright. **Page iv**

18.01	Giving Notice	85
18.02	Computation of Times.....	85
18.03	Cumulative Remedies	85
18.04	Limitation of Damages	85
18.05	No Waiver	85
18.06	Survival of Obligations	85
18.07	Controlling Law	85
18.08	Headings.....	86

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, or with all capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The ~~advertisement or invitation to bid~~Notice to Bidders, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor, Engineer, and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to

address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor. The following Drawings are part of the Contract Documents: Drawings titled "Old Mill Road Lift Station and Force Main Project—Phase 1, IDNR Project Number W2021-0394A", Sheets A.01 through RR.06, prepared by Strand Associates, Inc.®; "Old Mill Road Pumping Station", Sheets 00-G0.01 through 99-E7.01, prepared by the City of Dubuque; and "Old Mill Road Lift Station and Force Main Project—CC&P Railroad Crossing Permit Plan Set, IDNR Project Number CS1921034", Sheets RR-A.01 through RR.06, and Drawings listed in the table of contents that are bound at the back of these Specifications prepared by the City of Dubuque. Electronic files were provided for the convenience of Contractor. The data on which Contractor may rely is limited to the paper copy.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
- ~~22. *Hazardous-Special Environmental Condition*~~—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a ~~Hazardous-Special Environmental Condition~~.
- ~~23. *Hazardous Environmental Condition*~~—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
- ~~24. *Hazardous Substance*~~—The term Hazardous Substance shall have the meaning provided in the Comprehensive Environmental Response, Compensation and Liability Act, Section 101, and the rules promulgated thereunder (42 USC 9601).
- ~~22-25. *Laws and Regulations; Laws or Regulations*~~—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- ~~23-26. *Liens*~~—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
- ~~24-27. *Milestone*~~—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
- ~~25-28. *Notice of Award*~~—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
- ~~26-29. *Notice to Proceed*~~—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
- ~~30. *Owner*~~—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
- ~~30A. *OWNER's Representative*~~—The individual or entity identified in the Agreement with authority to act on behalf of OWNER within a defined range of issues and circumstances.
- ~~31. *Physical Condition*~~—Any existing man made or natural obstruction, structure, or utility that may be encountered during the course of the Work.
- ~~27-32. *Progress Schedule*~~—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
- ~~28-33. *Project*~~—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing,

commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

34. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
35. *Request for Information*—Written request submitted by Contractor to Engineer on a form supplied by Engineer requesting clarification, interpretation, or additional information pertaining to Contract Documents.
- ~~29.~~36. *Resident Project Representative*—The authorized representative of Engineer Owner assigned to assist Owner and Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
- ~~30.~~37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
- ~~31.~~38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
- ~~32.~~39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
- ~~33.~~40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
- ~~34.~~41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
- ~~35.~~42. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
- ~~36.~~43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
- ~~37.~~44. *Substantial Completion*—The time at which the Work ~~(or a specified part thereof)~~ has progressed to the point where, in the opinion of Engineer, the Work ~~(or a specified part thereof)~~ is sufficiently complete, in accordance with the Contract Documents, so that the Work ~~(or a specified part thereof)~~ can be utilized for the purposes for which it is intended. The terms “substantially complete” and

“substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

~~38-45.~~ Successful Bidder—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

~~39.~~ Supplementary Conditions—~~The part of the Contract that amends or supplements these General Conditions.~~

~~40-46.~~ Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

~~41-47.~~ Technical Data—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

~~42-48.~~ Underground Facilities—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

~~43-49.~~ Unit Price Work—Work to be paid for on the basis of unit prices.

~~44-50.~~ Work—The entire construction ~~or the various separately identifiable parts thereof~~ required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

51. Work Change Directive—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and Contractor and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 - 1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional

judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. ~~*Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds, insurance certificates, insurance endorsements, sales and use tax exemption certificate, and other documents as Contractor may be required to furnish.~~
- B. ~~*Evidence of Contractor's Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6. Contractor shall deliver to Owner with Agreement and Bonds consistent with the Agreement, with copies to each additional insured or loss payee identified in Paragraph 6.03 , Owner approved copies of certificates of insurance, copies of endorsements, and other evidence of insurance which either of them or any additional insured or loss payee may reasonably request, which Contractor is required to purchase and maintain in accordance with Paragraph 6.03. Owner shall deliver to Contractor with copies to each additional insured or loss payee identified in these General Conditions certificates of insurance, copies of endorsements, and other evidence of insurance which either of them or any additional insured or loss payee may reasonably request, which Owner is required to purchase and maintain in accordance with Paragraph 6.05.~~
- C. *Evidence of Owner's Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents present in detail, the Contractor's planned work for the first 90 calendar days of the project. The balance of the contract duration may be summary in nature.

a. The preliminary Progress Schedule will be a critical path schedule prepared utilizing acceptable industry standard scheduling software.

b. Each activity will include the planned quantities of work in place and the planned man-hours to complete the work.

c. The preliminary Progress Schedule submittal shall include:

1) PDF printout of the Contractor's schedule.

2) A written narrative identifying the Contractor's plan to execute the work, including the planned critical path, major equipment required, and major phasing/sequence required to complete the work.

3) Electronic copy of the schedule submittal file in native backup format (*.mpp, *.xer, *.stx, *.prx etc.);

2. a preliminary Schedule of Submittals for the project's full duration; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

4. a proposed listing of subcontractors and major material and equipment suppliers. The list shall include any proposed substitutions in accordance with Paragraph 7.05.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Preliminary Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for

acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Preliminary Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times and meets the requirements of Paragraph 2.03.A. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals. The schedule for shop drawings shall show all submittals complete before 50% of completion of the Work and the schedule for maintenance manuals shall show all submittals complete before 75% of completion of the Work.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 Final Schedule

A. Within 45 calendar days after the Effective Date of the Agreement-Contract (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. A final Progress Schedule indicating the times (numbers of days and dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents representing in detail, the Contractor's planned work for the duration of the project.
 - a. The final Progress Schedule will be a critical path schedule prepared utilizing acceptable industry standard scheduling software.
 - b. Each activity will include the planned quantities of work in place and the planned man-hours to complete the work.
 - c. The preliminary Progress Schedule submittal shall include:
 - 1) PDF printout of the Contractor's schedule.
 - 2) A written narrative identifying the Contractor's plan to execute the work, including the planned critical path, major equipment required, and major phasing/sequence required to complete the work.
 - 3) Electronic copy of the schedule submittal file in native backup format (*.mpp, *.xer, *.stx, *.prx etc.)

2.07 Acceptance of Final Schedule

A. Within 14 calendar days of the Final Schedule submission a conference attended by Contractor, Engineer, and others as appropriate will be held to review the schedules submitted in accordance with Paragraph 2.06.A. Contractor shall have an additional 10 calendar days to make corrections and adjustments and to complete and resubmit the

schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The final Progress Schedule will be acceptable to Engineer if it:

- a. Provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor and
- b. Meets the requirements outlined in Paragraph 2.06.A

2.062.08 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or

Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.
4. Contractor shall report apparent discrepancies to Engineer using a Request for Information form on a form supplied by Engineer. The Request for Information form shall:
 - a. be submitted by Contractor only;
 - b. be legible and complete;

- c. not be used for the purposes of only confirming or verifying issues; and,
- d. be prioritized by Contractor in the event that multiple Requests for Information are outstanding.

Requests for Information that are not in conformance with the requirements above shall be returned to Contractor without response.

- 5. Contractor shall not be relieved of its responsibility to coordinate the Work to prevent adverse impacts to Contractor's Project Schedule while submitting Requests for Information.
- 6. If Contractor believes the Scope of Work included in the Request for Information has a cost and/or time impact, Contractor should submit a claim in accordance with Article 12 of these General Conditions.
- 7. If Contractor proceeds with work when Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed without such notification to Engineer shall be at Contractor's expense, (except in an emergency as authorized by Paragraph 7.15.A).

B. *Resolving Discrepancies:*

- 1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- ~~C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or~~

~~otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.~~

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.
- B. Contractor is referred to the General Requirements for additional requirements for laying out the Work.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
- B. Contractor shall prepare a monthly schedule update which captures for each activity:
 - 1. Actual start and finish dates.
 - 2. Percent complete and remaining duration for incomplete activities that have commenced but not completed.
 - 3. Actual quantities of work in place.
 - 4. Actual man-hours expended.
- ~~1-5.~~ Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
- ~~2-6.~~ Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- C. Contractor's monthly schedule update submittal will include:
 - 1. PDF printout of the Contractor's schedule.
 - 2. A written narrative identifying:
 - a. The current status of the project completion date(s),
 - b. The current critical path,
 - c. Any approved schedule revisions in accordance with Paragraph 6.04.B.5, and
 - d. Any potential delays or problems.
 - 3. Electronic copy of the schedule submittal file in native backup format (*.mpp, *.xer, *.stx, *.prx etc.).
- D. Upon request of Owner, Contractor shall submit electronic copies of any and all versions of Contractor's schedule in the original software files.
- ~~B-E.~~ Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, or Railroad delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times ~~and Contract Price~~. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay,

disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, or Railroad, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of any employee of either, or of a separate contractor employed by Owner; or by the Railroad.
- H. Changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.
- I. Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- F.J. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; ~~HAZARDOUS SPECIAL~~
ENVIRONMENTAL CONDITIONS**

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- ~~B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~
- ~~C.B.~~ Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* ~~The Supplementary~~ These General Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site as located in Paragraph 5.03.D;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) as listed in Paragraph 5.03.D; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the ~~Supplementary~~ General Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
- C. Contractor represents and warrants to the Owner that Contractor (a) is experienced and skilled in the construction of structures and improvements of the type described in the Contract Documents, and (b) has, by careful examination, satisfied itself as to and has taken into account (i) the nature, location and character of the Project site, including,

without limitation, the surface and subsurface (by review of available reports and information) condition of the land and all structures and obstructions thereon, both natural and man-made, and all surface and subsurface (to the extent reasonably identified by review of available reports and information) water conditions of the Project site and the surrounding area; (ii) the nature, location and character of the general area in which the Project site is located; and (iii) all other matters or things which, in the reasonable judgment of the Contractor, could in any manner affect the performance of the Work.

- D. The following reports of explorations and tests of subsurface conditions at or contiguous to the Site were relied on by Engineer and Owner in the preparation of the Contract Documents:

Report dated November 23, 2021, prepared by Terracon Consultants, Inc. of Bettendorf, Iowa, titled: Geotechnical Engineering Report–Old Mill Road Pumping Station and Force Main, Dubuque, Iowa, consisting of 73 pages.

Report dated August 24, 2023, prepared by Terracon Consultants, Inc. of Bettendorf, Iowa, titled: Sewer Main Crossings of CN Railway Right-of-Way Geotechnical Engineering Report, consisting of 48 pages.

The technical data in the above report(s) consists of boring methods, level of subsurface water, boring logs, laboratory test methods and results, and boring locations all as of the date made.

Engineer accepts no responsibility for accuracy of the soil data or water level information. Soil information, included with these Contract Documents, was not obtained for the purposes of designing excavations and trenches. Soil information was used by Engineer for design purposes only. Contractor shall assure itself by personal examination as to subsurface conditions and shall provide its own investigations and make its own assumptions to comply with OSHA and any other applicable laws and regulations regarding excavation and trenching requirements.

- E. The following drawings and reports of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to Owner:

~~C.F.~~ Owner has collected data on groundwater elevations in piezometers installed in previous geotechnical explorations. Data was collected from April 2023 through November 2024 and is included on the Appendix.

- G. The reports, drawings, and piezometric data identified above are not part of the Contract Documents, but the “technical data” contained therein, as expressly identified and established above, are incorporated in the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer

- H. Copies of reports, drawings, flow data, and piezometric data identified in paragraph 5.03.D through G—will be provided in electronic format with the drawings and specifications.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid ~~or becoming bound under a negotiated contract~~, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. ~~Unless it is otherwise expressly provided in the Supplementary Conditions:~~
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage ~~thereto~~ to Underground Facilities remaining upon completion resulting from the Work.

- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 ~~Hazardous~~ Special Environmental Conditions at Site

A. *Reports and Drawings:* The ~~Supplementary Conditions~~ following identify:

1. those reports and drawings ~~known to Owner~~ relating to ~~Hazardous~~ Special Environmental Conditions that have been identified at or adjacent to the Site; are known to and under the control of Owner; and
2. Technical Data contained in such reports and drawings.
3. In the preparation of Drawings and Specifications, Engineer relied upon the following reports known by and under control of Owner for Special Environmental Conditions at the Site.
 - a. Report dated September 13, 2021, prepared by Blackstone Environmental, Moline, Illinois titled: Phase 1 Environmental Site Assessment, Old Mill Road Lift Station & Force Main, consisting of 239 pages.
 - b. The technical data in the above reports consists of test results as of the date made. Copies of reports identified in Paragraph 5.06.A will be provided in electronic format with the drawings and specifications. These reports and drawings are not part of the Contract Documents.
 - c. Other reports or technical analysis, that are not currently possessed by Owner, may be available at Iowa DNR and EPA offices.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in ~~the Supplementary Conditions Paragraph 5.06.A~~ with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any ~~Hazardous~~ Special Environmental Condition encountered, uncovered, or revealed at the Site unless such

removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a ~~Hazardous~~ Special Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a ~~Hazardous~~ Special Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). If necessary, Owner will contact relevant regulatory agencies to report a Special Environmental Condition and obtain required permits. If the Special Environmental Condition encountered by Contractor was not identified or indicated in the "technical data" listed in Paragraph 4.06.A, Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely. Contractor shall not be allowed any adjustment to Contract Price or Contract Time if such condition was caused by Contractor or anyone for whom Contractor is responsible for.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, If the introduction onto the Project Site of a Hazardous Substance is identified or exacerbation of unknown Special

Environmental Conditions was not caused by Contractor or any of its subcontractors or suppliers of any tier, or any person or entity under the control of Contractor or any of its subcontractors or suppliers of any tier, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible the performance of the Work in any area affected by Hazardous Substance. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous-Special Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. Regardless of fault and regardless of any other clause in this Agreement, the Contractor shall not, as a result of the Hazardous Substance encountered on Site, be entitled to any compensatory damages, including without limitation, damages for delay, disruption, liquidated damages, including without limitation, damages for delay, disruption, agreed costs of delay, or consequential damages or any type, including lost profits. If the Hazardous Substance introduction is caused by Owner or was located at the Project Site before Work commenced on the Project, Contractor shall only be entitled to an extension of the Contract Time or and Owner shall assume responsibility for the remediation of such substances."
- L. If Contractor, or any of its subcontractors or suppliers of any tier, or any person or entity under the control of Contractor or any of its subcontractors or suppliers of any tier, is responsible for (i) introducing and discharging Hazardous Substance onto the Site which was not otherwise specified by the Contract Documents; and/or (ii) disturbing Hazardous Substance clearly identified in the Contract Documents, Contractor shall hire a qualified remediation contractor at Contractor's sole cost to eliminate the condition as soon as possible. Under no circumstances shall the Contractor perform Work for which it is not qualified. Owner, in its sole discretion, may require Contractor to retain at its cost an independent testing laboratory.

- M. Contractor shall indemnify and hold harmless Owner, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges or engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from (a) use, disturbance or storage of Hazardous Substance or execution of the Work; and (b) disturbing any Hazardous Substance found on the Site, provided that the Contractor had prior notice of the existence and location of the Hazardous Substance.
- N. When Contractor notifies Owner of Hazardous Substance at the Project Site, Contractor shall include with its notice a written and pictorial delineation of the affected area where Contractor claims that the Work must stop. If Owner objects to the delineation of the affected area, Owner shall respond to Contractor in writing within one business day explaining the objections and providing Owner's delineation, if any, of the affected area.
- ~~±O.~~ The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount ~~at least~~ equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect ~~until one for two years after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later~~ following the date of Substantial Completion of the Project, except as provided otherwise by Laws or Regulations, ~~the Supplementary Conditions,~~ or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract ~~except as provided otherwise by Laws or Regulations,~~ and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. Furnish performance and payment bond on the form attached hereto.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated ~~in any state or jurisdiction where any part of the Project is located,~~ or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the

event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. The form of the performance, payment, and maintenance bonds attached hereto shall be used for the Contract. Note instructions thereon as to the form applicable. Each form contemplates one corporate surety only. In case corporate sureties or individual sureties will be furnished, proper forms therefore shall be obtained. Besides the stipulations of Paragraphs 6.01 through 6.03, the surety on the Bonds shall provide a certificate indicating surety is licensed to underwrite contracts in the jurisdiction of the project location which shall be attached to the Bonds.

E.F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F.G. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions attached Insurance Schedule.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. ~~Unless a different standard is indicated in the Supplementary Conditions, a~~All companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, ~~in the Supplementary Conditions~~, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, ~~the Supplementary Conditions~~, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or

Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured ~~(as identified in the Supplementary Conditions or elsewhere in the Contract)~~ evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Broad form property damage coverage.
4. Severability of interest.
5. Underground, explosion, and collapse coverage.
6. Personal injury coverage.
7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent. All additional insureds shall be endorsed on the policy as required in this paragraph. Endorsements shall not exclude supervisory and inspection services.
- ~~8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.~~
8. Railroad Protective Liability Policy—Contractor shall provide a Railroad Protective Liability Policy for bodily injury, property damage liability, and physical damage to property liability, per limits, duration, and conditions noted in the documents provided by the Railroad bound at the end of Division 01.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, the Protected Parties, and any individuals or entities ~~identified in the Supplementary Conditions~~; include coverage for the respective officers,

directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

- H. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions:* The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the attached Insurance Schedule ~~and in the Supplementary Conditions~~, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed with respect to coverage on the project, or renewal refused until at least ~~10-30~~ days prior written notice has been given to Contractor, Owner, and Railroad. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect ~~at least until final payment (and longer if expressly required in this Article) for three (3) years from the date of Substantial Completion of the project~~ and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
 6. Waiver of Subrogation: Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall provide a waiver of subrogation covering Owner and Engineer, and any individuals identified. Contractor shall obtain all necessary endorsements to support these requirements.
 7. Include the following:

- a. Contractors General Liability insurance coverage as required in Insurance Schedule.
- b. All insurance specified herein must be placed with insurance companies rated A or better by Best's Key Rating Guide and which are authorized and licensed to do business in Iowa.
- c. Contractor's commercial general liability policy shall include a per project endorsement providing that the limits of such insurance specified in the Contract Documents shall apply to the Project without erosion of such limits by other claims or occurrences.
- d. Additional insured coverage afforded to Owner pursuant to Contractor's CGL policy shall apply as primary insurance and Owner's liability insurance shall apply as excess.
- e. The (lower tier parties') primary CGL coverage shall be enclosed to include the (upper-tier parties) as an additional insured pursuant to ISO form CG2010 0704 and CG2037 0704 or an endorsement providing equivalent coverage to the (upper-tier parties) with respect to the (lower-tier parties') ongoing operations and completed operations of the (lower-tier parties) for a period of at least three (3) years following the completion of the Project.
- f. Contractor's CGL policy shall be endorsed to specify that any person or organization that the named insured has agreed in writing to name as an additional insured is entitled to coverage as an additional insured under this policy.
- g. Prior to commencing work on the Project, Contractor shall provide the Owner with a certificate of insurance reflecting Owner's status as an additional insured and a summary of coverage provided under Contractor's CGL and umbrella policies. In addition, Contractor shall provide Owner with a copy of his CGL and umbrella policies applicable to the Project, including a copy of the endorsement pursuant to which the Owner is afforded additional insured status, within seven (7) days of issuance by the insurer.
- h. If the Railroad demands a certified copy of any required policy, Contractor shall provide such copy within 10 working days after the Owner shall give written notice to the Contractor demanding such copy.
- a.i. Contractor shall pay, at its sole cost and expense, all deductibles under the builder's risk policy.

- J. The policies of insurance required by this Paragraph 6.03 shall contain the following endorsements when including the Owner as an additional insured:
1. CANCELLATION AND MATERIAL CHANGE ENDORSEMENT: Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to the City of Dubuque, Iowa at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.
 2. ADDITIONAL INSURED ENDORSEMENT: The City of Dubuque, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to liability arising out of the contractor's work and services performed for the Owner. Commercial General Liability and Automotive Liability coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.
 3. GOVERNMENT IMMUNITIES ENDORSEMENT:
 - a. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any defenses of government immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 - b. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 - c. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
 - d. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights or benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
 - e. No Other Change In Policy. The insurance carrier and the Jurisdiction agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy
 4. In addition, renewal certificates shall be provided 10 days prior to the expiration date shown in the previous certificate.

K. The limits of liability for the insurance required by Paragraph 6.03, and Insurance Schedule attached, shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. The types of insurance and the limits of liability indicated are the minimum required. Neither Owner nor Engineer warrant the adequacy of the types of insurance or the limits of liability required. Any policy exclusions shall be indicated on the insurance certificate. Contractor shall provide verification of all coverages with or on the insurance certificate. Coverages shall be in accordance with Insurance Schedule-B.

L. Additional Insured Endorsements

1. In addition to Owner and Engineer, Contractor shall include Terracon Consultants, Inc. as additional insureds.

M. Contractor shall also provide an Additional Insured Endorsement for the automobile policy. Endorsement form shall be CA 2048, or equal.

N. Contractor shall also fulfill all requirements in- the Insurance Schedule. The Insurance Schedule supersedes Section 6.03 in the event of a conflict between the two.

O. In addition to the requirements listed in this section, Contractor shall require subcontractors to provide insurance meeting, at a minimum, the City's requirements listed within the documents titled Insurance Schedule. Evidence of said insurance shall be provided to Contractor. The City of Dubuque, Terracon Consultants, Inc., and Strand Associates Inc., shall also be included as additional insureds on the subcontractors policies required herein and Owner upon request.

P. Insurance Schedule shall apply to the Contractor and all of its subcontractors and sub-subcontractors. If the Contractor uses a subcontractor, the Contractor shall provide the required policies and shall, in addition, either require the subcontractor to provide insurance equivalent to that described herein or obtain endorsements to the Contractor's policies naming the subcontractor as an additional insured party. If a subcontractor uses a sub-subcontractor, the sub-subcontractor shall either provide insurance equivalent to that required of the subcontractor or shall be named as an additional insured party on the Contractor's or subcontractor's policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. Builder's Risk: Unless otherwise provided in the Supplementary Conditions, Contractor Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary these General Conditions or required by Laws and Regulations). Owner's Builders Risk coverage

will convert to property coverage at the date of Substantial Completion. This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by ~~the Supplementary~~ these General Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, ~~and any corresponding Supplementary Conditions,~~ the parties required to be insured shall collectively be referred to as "insureds." (Insurance certificates shall specifically indicate by name the loss payees which are to include Contractor as well as other individuals or entities so identified.)
2. be written on a builder's risk "~~all risk~~cause of loss special form" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage ~~(other than that caused by flood)~~ including that caused by flood and hydrostatic pressure; and such other perils or causes of loss as may be specifically required by ~~the Supplementary~~ these General Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least ~~10-30~~ days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* ~~The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible. Owner's property insurance including \$25,000 deductible for which Contractor shall be responsible.~~
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* Prior to commencing work, Contractor shall obtain and review Owner's insurance policies and advise Owner of the adequacy of the policy to meet Contractor's requirements. If Contractor elects to obtain requests in writing that other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense. Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner. If Contractor does not advise Owner in writing of special insurance needs, Contractor relinquishes any claim against Owner for any loss Contractor may incur during the course of completing the Work.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or

individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 Waiver of Rights

- A. ~~All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.~~ Not used.
- B. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:~~
- ~~1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and~~
 - ~~2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.~~
- C. ~~Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.~~
- D. ~~Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.~~

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.
- C. See the General Requirements concerning working hours.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. Suppliers shall be deemed to impliedly warrant that their products and all component materials incorporated into them are suitable and fit for the intended use of such products and shall be free from defect in material, workmanship or design, such warranty to run to the benefit of Owner and Engineer. The foregoing applies whether the products or their component materials are specified in the Contract Documents or are of Supplier's design. Extended warranties for specific materials and equipment shall be noted in the Specifications for those items.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

- 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.
- G. All requirements of Paragraph 7.06 shall apply to review and acceptance of Other Alternative Equipment Manufacturers listed on the Equipment Alternatives form of the Lump Sum Base Bid for Bid Items 108 and 109 for Requested Alternative Equipment Manufacturers that were provided within the Bidding Documents, all requirements of Paragraph 7.06 shall apply, except for Paragraph 7.06.D—Reimbursement of Engineer's Cost.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
 - 1. Within one week of the Bid opening, Contractor shall submit detail summaries of qualifications for the following subcontractors:
 - a. Trenchless Subcontractor.
 - b. Soil Retention/Sheeting Contractor.
 - c. Dewatering Subcontractor.
 - 2. Trenchless Subcontractor
 - a. EPBM:
 - 1) All EPBM pipejacking work shall be performed by an experienced Contractor who meets the qualification requirements of this specification. Failure to meet the qualification requirements is failure to fulfill the contract and Contractor will be required to obtain a subcontractor that meets the qualification requirements.
 - 2) All EPBM pipejacking work shall be performed by an experienced Contractor who has at least five (5) years of experience in performing EPBM work under live railroad tracks and has completed at least five (5) similar projects. At least one of the projects shall have an individual drive of 100 feet or greater in length. At least two of the projects shall have used jacking pipe with a diameter equal or greater than 48 inches. Contractor shall submit a description of referenced projects including Owner's name and current contact information, project superintendent, and machine operators.
 - 3) The project superintendent shall have at least five (5) years of experience supervising EPBM pipejacking construction under live railroad tracks. Contractor shall submit a description of referenced projects including Owner's name and contact information, project superintendent, and machine operators.

- 4) The EPBM operator(s) shall have technical training in the operation of the proposed EPBM equipment and shall have completed, as a primary operator, at least five (5) similar EPBM pipejacking projects under live railroad tracks. At least one of the projects shall have an individual drive of 100 feet or greater in length. At least two of the projects shall have used jacking pipe with diameter equal or greater than 48 inches. Contractor shall submit a description of referenced projects including Owner's name and contact information, project superintendent, and machine operators.
 - 5) The site safety representative and personnel responsible for air quality monitoring shall be experienced in tunnel construction and shall have current certification by OSHA.
 - 6) The surveyor responsible for line-and-grade control shall be a Licensed Surveyor registered in the State of Iowa who has prior experience on utility projects.
- b. Microtunneling: All microtunneling work shall be performed by an experienced contractor who has at least five (5) years of experience in performing microtunneling work and has completed at least five (5) similar projects under live railroad tracks. At least two of the projects shall have used jacking pipe with 84 inches or greater diameter and individual drives equal to or greater in length than the longest drive on this project. The project superintendent shall have at least five (5) years of experience supervising microtunneling construction under live railroad tracks. The microtunneling machine operator(s) shall have technical training in the operation of the proposed microtunneling equipment and shall have completed, as a primary operator, at least five (5) similar microtunneling projects under live railroad tracks. At least two of the projects shall have used jacking pipe with 48 inches or greater diameter and individual drives equal to or greater in length than the longest drive on this project. The site safety representative and personnel responsible for air quality monitoring shall be experienced in tunnel construction and shall have current certification.
3. Soil Retention/Sheeting Subcontractor:
- a. At least 10 years of continuous operation.
 - b. Successfully completed at least five sheeting/soil retention projects in the last 5 years with each having at least 5,000 VSF of sheeting/soil retention.
 - c. Experience, equipment, and materials for placement of driven interlocking steel sheeting, drilled or driven soldier pile and lagging, and soil anchors.
4. Dewatering Subcontractor:
- a. At least 10 years of continuous operations.
 - b. Dewatered at least five sites in the last 5 years within 2,500 feet of a river or lake having alternating sand and clay layers.
 - a-c. Experience and equipment utilizing high capacity deep wells, well point, and vacuum dewatering systems.
 - d. Experience dewatering within 50 feet of a railroad.

- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. ~~Not used. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.~~
- G. ~~Not used. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.~~
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer and Railroad for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or

Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement

of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). ~~Owner shall pay all charges of utility owners for connections for providing permanent service to the Work. See General Requirements and technical specification sections for utility charge provisions.~~

B. See General Requirements for additional permit information.

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

B. Contractor shall refer to Sales and Use Tax Exemption Certificate at the end of Division 01 for information regarding Owner's tax exempt status.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

~~C.D.~~ This project is financed in whole or in part by the Iowa Department of Natural Resources State Revolving Fund (SRF). Municipalities constructing projects must comply with all applicable state and federal laws, rules, and regulations and must ensure that their contractor(s) also comply with these laws, rules, and regulations. Federal laws can be found in the SRF Required Front-End Specifications attached to the end of the Bid Section.

~~D.E.~~) also comply with these laws, rules, and regulations. Federal laws can be found in the SRF Required Front-End Specifications attached to the end of the Bid Section.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any, and the CN Customer Safety Handbook, September 2022 attached at the end of Division 01. ~~The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.~~

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.
- H. Contractor shall post safety plan and contact information at job trailer.
- I. Contractor's Safety Plan/Program shall be submitted to Owner at least 14 days prior to the Notice to Proceed being issued.
- J. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Owner and Engineer will not have such responsibility. No action under taken by the Owner or Engineer under General Conditions paragraphs 15.01 or 15.02, or Article 9 will constitute a transfer of this responsibility or acceptance of this responsibility by the Owner or Engineer.
- K. Contractor shall enroll the project in the Iowa Occupational Safety and Health Administration & Master Builders of Iowa WORKSAFE Recognition Program. Contractor's health and safety officer shall coordinate and schedule WORKSAFE visits, verify the onsite safety surveys have taken place, and ensure the survey reports are issued to its Subcontractors and Owner.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Contractor shall designate a qualified and experienced health and safety officer or representative (HSO) for the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of health and safety precautions and programs. The HSO shall have at least 3 years of experience as a safety officer in the construction or similar industry to include the direction, approval, development, implementation, and enforcement of safety and health programs, personnel protection programs, and health

monitoring programs. The HSO shall have formal training in occupational safety and health. The HSO shall visit the site on a regular basis and attend the monthly meetings.

B. The phone number of the safety representative for the project shall be posted on the interior of Contractor's job trailer for 24/7 response/availability. Contractor will provide Owner and Engineer with 24 hour contact information for the safety representative.

C. Contractor shall keep at the Site at all times during the progress of the Work a competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions that are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them. Twenty-four hour contact information for this person shall be posted outside the construction trailer.

D. Contractor shall comply with Owner's Hazardous Communication Program.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

B. Contractor shall immediately notify Owner's Representative and Engineer of all emergency situations associated with Contractor's Work.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract

Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be new, merchantable, of good quality, and that the Work will be free from defects, and that the Work will conform to the Contract Documents.
- C. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the workmanship will be free from defects not inherent in the quality required or permitted, that the workmanship will comply with all applicable laws, building codes, rules and regulations, and that the workmanship will conform to the requirements of the Contract Documents.
- ~~B.D.~~ Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- ~~C.E.~~ Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner or Railroad;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner or Railroad.
- F. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification and Liability*

- ~~A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify~~

~~and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.~~

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner, Engineer, Railroad, their agents, representatives, and employees ("Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any act or omission of Contractor, anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any or person described in the Contract Documents.

In addition, Contractor shall indemnify, hold harmless, and pay for the defense of Owner, Railroad, Engineer, and Engineer's subconsultants from and against claims, losses, or damages in regard to any act or failure to act by Owner or Engineer in connection with general supervision, inspection and/or coordination of Contractor's operations. Contractor shall, at its own expense, appear, defend, and pay all fees of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against any individual or entity indemnified hereunder in any such action, Contractor shall, at its own expense, satisfy and discharge same. Contractor expressly understands and agrees that any Letter of Credit or insurance protection required by the Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and, save harmless, and defend any individual or entity indemnified hereunder as herein provided.

A.B. In any and all claims against Owner or Engineer or Railroad or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

~~B.C.~~ The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

- ~~1. the preparation or approval of, or the failure to prepare or approve maps, of Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or Property Surveys.~~
- ~~2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.~~

D. For any matter for which Owner, Railroad, and Engineer are indemnified under Paragraph 7.18.A, Contractor shall pay for Owner's, Railroad's and Engineer's reasonable defense, including, but not limited to, all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs or awards until Owner, Railroad, or Engineer are found negligent.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. Owner intends to complete an additional project named "OLD MILL ROAD LIFT STATION AND FORCE MAIN PROJECT-PHASE 2" that will connect to the downstream end of this phase's force main.
- C. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- D. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be ~~set forth in the Supplementary Conditions~~applicable or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.

- B. ~~Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination. Contractor and its Subcontractors shall cooperate and coordinate their work with adjacent work and shall give due notice to other contractors and subcontractors of intersecting work to assure that all items are installed at an agreeable time and to facilitate general progress of the Work.~~

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. ~~If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the~~

~~officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.~~ Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Railroad, Engineer, or the construction coordinator, then Contractor (without involving Owner, Railroad, Engineer, or construction coordinator) shall either (1) remedy the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.

- E. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Railroad, Engineer, the construction coordinator and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Railroad, Engineer, consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Railroad, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Railroad, Engineer, or the construction coordinator on account of any such damage or Claim.
- D-F. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Railroad, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

8.04 Claims Between Contractors

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Railroad, Engineer, or the construction coordinator, then Contractor (without involving Owner, Railroad, Engineer, or construction coordinator) shall either (1) remedy the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt

to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.

- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Railroad, Engineer, the construction coordinator and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Railroad, Engineer, consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Railroad, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Railroad, Engineer, or the construction coordinator on account of any such damage or Claim.
- C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Railroad, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Railroad, Engineer, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed ~~Hazardous-Special~~ Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed ~~Hazardous-Special~~ Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. ~~Not used. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).~~

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

10.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions herein, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions herein.
- B. The duties and responsibilities of the resident project representative include the following:
 - 1. Review schedules as required in Paragraph 2.06.A and amendment thereto.
 - 2. Attend conferences and meetings with Contractor.
 - 3. Serve as liaison between Engineer and Contractor and help Engineer serve as liaison between Owner and Contractor.
 - 4. Conduct on site observation of the work.

5. Observe tests, equipment, and system startups.
6. Report to Engineer when clarifications and interpretations of the Contract Documents are needed. Consider, evaluate, and report to Engineer, Contractor's requests for modification.
7. Maintain orderly records, keep a daily log (when on a part time basis, keep log for days visiting site), and furnish periodic reports to Engineer of the progress of the Work.
8. Before project completion, prepare final list of items to be completed or corrected and make recommendations to Engineer concerning acceptance of the Work.

C. The resident project representatives shall not:

1. Authorize any deviation from the Contract Documents or substitutions of materials or equipment.
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractor, Suppliers or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.
6. Accept shop drawing or sample submittals from anyone other than Contractor.
7. Authorize Owner to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted off site by others except as specifically authorized by Engineer.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth

herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must

This document is a MODIFIED version of EJCDC® C-700, Copyright © 2013 by the National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers, or is based in part on excerpts from copyrighted EJCDC documents. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the copyright. Page 60 of 86

be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

- ~~b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.~~
2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, ~~to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters.~~ Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit ~~not necessarily~~ in accordance with Paragraph 11.04.C.2 unless Owner and Contractor agree that these allowances are not appropriate for the Work involved); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier

Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. ~~the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost; and~~
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take

action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

~~B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.~~

11.07 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders, recommended by Engineer, covering:
 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change. Contractor shall be responsible for notifying the surety of any assignment, modification, or change of the work covered thereby, or extension of time for the project. Failure to provide notice to the surety of any such change shall not exonerate the surety from its obligations under the bond.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* All claims, except those waived pursuant to Paragraph 15.07, shall be referred to Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims. The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. ~~Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.~~
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 - 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with

Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. ~~Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:~~
 - 1. ~~the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;~~
 - 2. ~~there is no corresponding adjustment with respect to any other item of Work; and~~

~~3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.~~

~~E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:~~

~~1. If the Bid price of a particular item of Unit Price Work amounts to 15% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and~~

~~2. If there is no corresponding adjustment with respect to any other item of Work; and~~

~~3. If Contractor believes that it has incurred additional expense as a result thereof; or~~

~~4. If Owner believes that the quantity variation entitles it to an adjustment in the unit price,~~

~~either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.~~

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

A. All Work is subject to testing to indicate compliance with Contract Document requirements. Duplicate copies of test results of all tests required shall be submitted to Engineer. Testing laboratories are subject to the approval of Engineer. Tests and inspection of work may be conducted by Owner or an independent laboratory employed by Owner. Tests may also be performed in the field by Engineer as a basis for acceptance of the Work. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests. Samples required for testing shall be furnished by Contractor at no cost to Owner. In the event that completed Work does not conform to specification requirements during the initial test, the Work shall be corrected and retested for conformance. The entire cost of retesting completed Work shall be borne by Contractor. This shall include the extra cost for inspection to Owner which will be deducted from the final amount due Contractor.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests

expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of

Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
4. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.
5. All stored equipment and materials for which payment is requested shall have two copies of invoices included with the pay request. Equipment shall be identified thoroughly on the invoices, including serial numbers.
6. Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.
7. Payment for off site storage is normally reserved for sensitive or very large pieces of equipment that in Engineer's opinion would not be practical to have stored on the site. Payment for off site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. Contractor shall reimburse Owner the cost of inspecting off site stored items. When off site storage is approved, Contractor shall provide Insurance Certificates and Document of Ownership to Owner.
8. Contractor shall submit certified payrolls to Owner on a weekly basis or as otherwise required by the Davis Bacon Act or the State Revolving Fund Program.
9. Partial payments shall be based on the Work completed regardless of the overall partial payment retainage.

10. By submitting an Application for Payment based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials are compliant with American Iron and Steel requirements. Manufacturer's Certification letter for materials satisfy this requirement.

C. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

- c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. ~~Ten~~Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens-Claims pursuant to Iowa Code Chapter 573 have been filed in connection with the Work, ~~except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;~~
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens-claim pursuant to Iowa Code Chapter 573 and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not

consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, ~~or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work,~~ subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

~~2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.~~

2. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

3. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents;
- b. consent of the surety, if any, to final payment;
- c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Lien claims or other title defects, or will so pass upon final payment.
- d. a list of all disputes that Contractor believes are unsettled; and
- e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Lien claims filed in connection with the Work.

3. In lieu of the releases or waivers of Lien claims specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services,

material, and equipment for which a ~~Lien-claim~~ could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in ~~liens-claims~~ or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any ~~Lienclaim~~, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

~~D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.~~

1. Except as provided in subparagraph (2), retained funds shall be retained by Owner for a period of 30 calendar days after the completion and final acceptance of the improvement by Owner. If at the end of the 30 calendar day period claims are on file as provided, Owner shall continue to retain from the unpaid funds, a sum equal to double the total amount of all claims on file. The remaining balance of the unpaid fund, or if no claims are on file, the entire unpaid fund, shall be released and paid to Contractor.
2. If Contractor requests an early release of retained funds, payment shall be in accordance with Iowa Code Section 573.28. Retained funds will not be released prior to Substantial Completion of all Work on the project, regardless as to whether Owner takes partial utilization of the Work.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. ~~If within one year after the date of Substantial Completion~~ If within two years of the date of substantial completion or from the date of partial substantial completion for a designated portion of the Work, (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.
- F. If Substantial Completion for the entire Work is never requested by Contractor, the correction period shall commence after final payment.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
 - 3. complete the Work as Owner may deem expedient at the expense of Contractor and surety;
 - 4. apply the amounts retained from partial payments to the completion of the Work; and
 - 5. authorize the surety to complete the steps in Paragraph 16.02.B.1 through 4 above.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

complete the Work as Owner may deem expedient at the expense of Contractor and surety.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.
- C. Contractor shall require similar provisions contained in Paragraph 16.03 in each of its subcontracts to protect Contractor from claims by subcontractors arising from Owner's termination for convenience, or to minimize claims by such subcontractors. The remedy

provided to Contractor under this Paragraph 16.03 shall be Contractor's sole remedy in the event of termination for convenience by Owner.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - ~~1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or~~
 - ~~2.1. agree with the other party to submit the dispute to another mutually agreed to dispute resolution process; or~~
 - ~~3.2. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.~~

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

01526122-1\10422-183

INSURANCE SCHEDULE
THE CITY OF DUBUQUE, IOWA
AND
CHICAGO CENTRAL AND PACIFIC RAILROAD

INSURANCE SCHEDULE

THE CITY OF DUBUQUE, IOWA AND CHICAGO CENTRAL AND PACIFIC RAILROAD

1. Contractor shall furnish a signed certificate of insurance and copies of all policies and endorsements to the Finance Department for the coverage required prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the City's Finance Director.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. Contractor shall provide City with a copy of such certificates.
6. All required policies and endorsements to various policies shall be attached to the certificate of insurance.
7. Whenever an ISO form is referenced, the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement described below. If Contractor's limits of liability are higher than the required minimum limits, then Contractor's limits shall be this agreement's required limits.
9. The Contractor shall be responsible for deductibles and self-insured retentions.

Contractor shall procure and maintain in effect at any time when the (Old Mill Road Lift Station and Force Main Project) work is being performed, the following insurance:

The policy shall by its wording or by endorsement insure those liabilities and obligations which this Agreement contemplates will be assumed by the Contractor including liabilities and obligations to indemnify the Indemnified Parties (as defined below).

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$4,000,000
Products-Completed Operations Aggregate Limit	\$4,000,000
Personal and Advertising Injury Limit	\$2,000,000
Each Occurrence	\$2,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG0001 or business owners form BP0002. All deviations from the standard ISO commercial general liability form CG 0001 or business owners form BP 0002 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include an endorsement that deletes any fellow employee exclusion.
- 6) Include an endorsement to the Commercial General Liability policy equal to ISO CG 2417 10 01(Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.
- 7) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers, Strand Associates, Inc., and Chicago Central & Pacific Railroad, and its Parents. Use ISO form CG 20 10 (Ongoing operations). The additional insured endorsement shall include completed operations under ISO form CG 2037 during the project term and for a period of three years after the completion of the project.
- 8) Policy shall include Waiver of Right to Recover from Others endorsement against the Protected Parties.
- 8) The policy shall be endorsed to require that the City of Dubuque, Strand Associates, Inc., and Chicago Central & Pacific Railroad, and its Parents be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

- 1) Policy shall include Waiver of Right to Recover from Others endorsement against the Protected Parties.
- 2) Coverage B limits shall be greater if required by the umbrella/excess insurer.
- 3) Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22

___ yes ___ form attached.

- 4) The policy shall be endorsed to require that the City be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage.

C) AUTOMOBILE LIABILITY AND PROPERTY DAMAGE INSURANCE

Combined Single Limit: \$1,000,000

- 1) The policy shall be endorsed to require that the City and Strand Associates, Inc. be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage.
- 2) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY \$10,000,000

- 1) Policy shall be over the General Liability, Business Auto and Employers Liability, requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the umbrella or excess Liability Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to waiver of subrogation and primary and non-contributory in favor of the City and Strand Associates, Inc.
- 2) The policy shall be endorsed to require that the City and Strand Associates, Inc. be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage.

E) RAILROAD PROTECTIVE LIABILITY

- 1) Railroad protective liability insurance (occurrence form), in the name of Chicago Central & Pacific Railroad, and its Parents, with limits of no less than \$5,000,000 per occurrence and \$10,000,000 aggregate for the term of the policy with respect of bodily injury liability, property damage liability and physical damage to property.
- 2) The policy must name Chicago Central & Pacific Railroad, and its Parents as the insured, and shall provide for not less than ten (10) days prior written notice to Chicago Central & Pacific Railroad, and its Parents as cancellation of, or any material change, in the policy. The policy must provide City with 30-day notice of cancellation.

F) ENVIRONMENTAL IMPAIRMENT LIABILITY OR POLLUTION LIABILITY

Pollution liability coverage shall be required. Pollution product and complete operations coverage shall also be covered.

Each Occurrence \$5,000,000
Policy Aggregate \$5,000,000

- 1) Policy to include premises and transportation coverage.
- 2) Include Preservation of Governmental Immunities Endorsement.
- 3) Provide evidence of coverage for 5 years after completion of project.
- 4) The policy shall be endorsed to require that the Chicago Central & Pacific, and its Parents, the City of Dubuque, and Strand Associates, Inc. be given not less than 30 days written notice in advance of cancellation or termination of the policy or of any change or amendment to the policy that restricts or reduces coverage.
- 5) The policy shall be endorsed with a cross liability (severability of interest) endorsement in substantially the following form: "This policy shall insure each person, firm, or corporation hereunder in the same manner and to the same extent as if a separate policy had been issued to each, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurance company's liabilities."
- 6) The policy shall be endorsed to add Chicago Central & Pacific, and its Parents, the City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers, and Strand Associates, Inc. as additional insureds and to waive subrogation rights against such parties.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

SPECIFICATIONS

SECTION 01 11 00

SUMMARY OF WORK

PART 1–GENERAL

1.01 DIVISION ONE

- A. The requirements of Division 01 apply to all sections of the Contract.
- B. Where CN or CC&P are noted in the Contract Documents, they shall refer to Canadian National Railway (CN) and Chicago Central, and Pacific Railroad (CC&P). CC&P is a subsidiary of CN.

1.02 PROJECT SCOPE

- A. CONTRACTOR shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes, and permits necessary to complete the Work as described within the Contract Documents. CONTRACTOR shall install all items provided by OWNER as mentioned or scheduled on the Drawings or herein specified.

1.03 CONTRACT DOCUMENTS–INTENT AND USE

- A. Intent of Documents:
 - 1. Singular notations and specifications shall be considered plural where application is reasonably inferred.
 - 2. Mention or indication of extent of work under any division or Specification section is done only for convenience of CONTRACTOR and shall not be construed as describing all work required under that division or section.
 - 3. Some individual sections may contain a list of related sections. The list of related sections in individual sections is provided for the convenience of CONTRACTOR and is not necessarily all-inclusive. CONTRACTOR may not rely upon this listing for determination of scope of work. Other sections of the Specifications not referenced in individual sections shall apply as required for proper performance of the Work.
 - 4. Command type sentences may be used in the Contract Documents. These sentences refer to and are directed to CONTRACTOR.
 - 5. Symbols for various elements and systems are shown on the Drawings. Should there be any doubt regarding the meaning or intent of the symbols used, a written interpretation shall be obtained from ENGINEER.
- B. Use of Documents:
 - 1. CONTRACTOR shall examine all Specifications and Drawings for the Work, including those that may pertain to Work CONTRACTOR does not normally perform with its own forces.
 - 2. CONTRACTOR shall use all of the Project Drawings and Specifications:
 - a. For a complete understanding of the Project.
 - b. To determine the type of construction and systems required.
 - c. For coordination with other contractors.

- d. To determine what other work may be involved in various parts or phases.
 - e. To anticipate and notify others when work by others will be required.
 - f. And all other relevant matters related to the project.
3. CONTRACTOR is also bound by all requirements of the Contract Documents which are applicable to, pertain to, or affect its Work as may be shown or inferred by the entire set of Project Drawings and Specifications.

1.04 CONSTRUCTION REQUIREMENTS

- A. In general, the following contract completion Milestones shall be followed. See Agreement for specific dates. Milestone 1 Completion: CONTRACTOR shall by that date, have completed and placed in service all site gravity sewer and force main work.
- B. General Information and Requirements:
- 1. Wastewater treatment during construction must be continuous and the treatment efficiency must be equal to that achieved prior to the start of construction.
 - 2. It shall be the responsibility of CONTRACTOR to not in any way impair the normal treatment or operating efficiency of the facilities, regardless of the work underway. No bypassing of raw or partially treated wastewater to receiving stream shall occur at any time as a result of construction. In general, this requires that new facilities be complete and ready for service or that temporary facilities be provided prior to removing existing units from service for modification or repair. CONTRACTOR shall provide all temporary piping, bypass pumping, and temporary construction required to complete the Work.
 - 3. Operation of existing treatment facilities will be the responsibility of OWNER. CONTRACTOR shall cooperate with OWNER's staff at all times. A minimum of 48 hours prior to making any process or electrical connections to existing facilities or modification or demolition of existing facilities, CONTRACTOR shall notify OWNER in writing. At the time of notification, CONTRACTOR shall submit a schedule for completion of the Work, including a description of measures that will be taken to minimize the impact to existing facilities.
 - 4. Access: CONTRACTOR shall maintain roadways open at all times to meet OWNER's requirements, including access for sludge hauling vehicles and chemical deliveries. CONTRACTOR shall be responsible for maintaining roadways in drivable condition, including placement of temporary stone and gravel and providing drainage as necessary. OWNER's roadways around the treatment facility shall be cleaned of construction site materials, soil, and debris as necessary.
- C. Construction Sequence:
- 1. The following construction sequence is provided as a general guideline for the information and for the benefit of CONTRACTOR. This construction sequence is not intended to dictate means, method of construction, or direct construction activities. This construction sequence is a conceptual general construction sequence with minimum recommended outage, shutdowns, and operating units to be maintained in service. The general construction sequence is projected to allow the Work to be completed while maintaining operation of the sanitary sewer system. It is not intended to be all inclusive and does not list all work elements or details that are required to complete the Work, complete treatment processes, or place unit processes in service. CONTRACTOR shall be responsible for implementing any additional details required, including temporary piping, bypass pumping, or temporary construction at no additional cost to OWNER.

2. CONTRACTOR may propose alternate sequence or modifications to this sequence. OWNER will review the proposed modification and determine if such modification of the sequence interferes with the proper operation of the sanitary sewer system. Any modifications to this general construction sequence shall be proposed in writing and shall be approved by OWNER prior to their implementations.
3. General Construction Sequence:
 - a. Construct access drive as shown on sheet A.07 prior to deep excavation. CONTRACTOR shall maintain access to adjacent property at all times.
 - b. Force Main: Work on the force main may begin at any time once CONTRACTOR has necessary permits from Railroads and other Agencies. CONTRACTOR shall coordinate with City prior to any road closures.
 - c. Old Mill Pumping Station: The driveway and storm sewer shall be constructed prior to all other work on OMPS. Borings under the railroad tracks shall be completed prior to construction of the OMPS shoring system. CONTRACTOR shall maintain access to shared driveway to nearby home. The Generator shall be online prior to startup of OMPS.
 - d. Influent Piping: Work on 48-inch gravity sanitary sewer and 54-inch gravity sanitary sewer may begin at any time. Connections to the existing sanitary sewer in new manholes SAN S 08636 and SAN S 08643 may not begin until the Old Mill Pumping Station, force main, and Screening Building are substantially complete.

1.05 CONTRACTOR USE OF SITE

A. General:

1. The "area of the site" referred to in these Specifications shall be as shown on the Drawings. If the "area of the site" is not shown, OWNER's property lines, the Project right-of-way and/or any easements obtained for the Project shall be considered the "area of the site."
2. Construction activities shall be confined within the "area of the site" limits.
3. From the start of work to completion CONTRACTOR is responsible for the care of the site and the premises which are affected by operations of Work of this Contract.
4. Except for permanent site improvements provided under the Contract, CONTRACTOR shall restore property disturbed during the Work, to the conditions which previously existed.
5. Work in occupied spaces shall be restricted to specified Work and essential activities, such as making necessary connections and extending services or constructing temporary access ways. Such work shall be scheduled in advance with OWNER.

B. Parking and Deliveries:

1. CONTRACTOR is responsible for control of traffic by vehicles and persons within the limits of its operations.
2. Parking for employees, subcontractors, and agents of CONTRACTOR shall be in areas subject to approval of OWNER.
3. Access to the site for delivery of construction material or equipment shall be subject to approval of OWNER.

1.06 EXISTING SERVICES, OVERHEAD UTILITIES, AND UNDERGROUND FACILITIES INCLUDING STRUCTURES

- A. Interruption of existing services and systems including heating, ventilating, air conditioning, water, sanitary, lighting and power, signal and security systems, and similar work shall be kept to an absolute minimum and shall be limited to times approved by OWNER.
- B. If deemed necessary by OWNER, such work shall be accomplished after OWNER's normal office hours.
- C. Work shall not commence until all labor, materials, and equipment are available so Work can continue without interruption or delay.
- D. Should uncharted or incorrectly charted services or Underground Facilities be encountered during installation, notify OWNER and consult with utility owner immediately.
- E. Cooperate with OWNER and utility companies in keeping respective services and Underground Facilities in operation and repair any damage.
- F. CONTRACTOR shall not interrupt existing services and Underground Facilities occupied and used by OWNER or others, except when permitted in writing by OWNER.
- G. Any accidental interruption of services and Underground Facilities shall be repaired immediately, including provision of temporary facilities until permanent repairs can be made.
- H. Iowa Law (Chapter 480, Iowa Code) requires, among other provisions, that before excavation or demolition begins, reasonable advance notice (not less than 48 hours prior to the start of the excavation or demolition) of the intent to excavate or demolish be provided to the owners of the Underground Facilities in and near the construction area whose facilities may be affected by the excavation or demolition. As part of this notification requirement, CONTRACTOR shall contact Iowa One Call (811 or 1-800-292-8989). CONTRACTOR shall be aware that not all owners participate in the Iowa One Call program. A call to this agency shall not absolve CONTRACTOR of the requirements of this statute. CONTRACTOR shall comply with all others provisions of the statute though not enumerated herein.
- I. Locations and elevations of services and Underground Facilities as shown on the Drawings are approximate. It shall be CONTRACTOR's responsibility to determine their exact location when in their vicinity. To this end, CONTRACTOR shall proceed with caution in the excavation and preparation of the Site so the exact location of services and Underground Facilities can be determined. CONTRACTOR shall include in the Contract Price any costs for temporary or permanent relocations of such services and Underground Facilities required to complete the Work unless specifically indicated otherwise in the Specifications.
- J. Where potential grade conflicts might occur with existing services and Underground Facilities, CONTRACTOR shall uncover such services and Underground Facilities sufficiently in advance of construction so that elevations may be determined to allow any necessary adjustments to be made.

- K. CONTRACTOR shall coordinate with overhead utility companies prior to the Work. CONTRACTOR shall provide all necessary temporary and permanent support relocation or temporary and permanent restraint to maintain overhead utilities in service.
- L. CONTRACTOR shall keep an accurate and complete record of all such services and Underground Facilities encountered and shall provide OWNER a copy of this record. The record shall include a description of the item encountered, opinion as to conditions, and adequate measurements and depths so that the item can be located in the future.
- M. CONTRACTOR shall inspect all services and Underground Facilities for condition and soundness. Unsound conditions shall be reported to OWNER immediately after exposing. CONTRACTOR shall not proceed with the Work until the service or facility owner has been notified. Service or facility owner shall then be given time to inspect and correct, if required, the service or Underground Facility. CONTRACTOR may make claim under the provisions of Articles 11 and 12 of the General Conditions should CONTRACTOR feel a price or time adjustment is justified.
- N. Any additional costs incurred because of failure of CONTRACTOR to report the condition of any and all existing services and Underground Facility encountered shall be paid for by CONTRACTOR.
- O. Whenever ENGINEER feels it is necessary to explore and excavate to determine the location of existing services and Underground Facilities, CONTRACTOR shall make explorations and excavations for such purposes. If CONTRACTOR is required to perform additional Work in making the explorations and excavations, extra compensation will be allowed as provided for in the General Conditions.

1.07 PROTECTION OF WORK AND IMPROVEMENTS

- A. CONTRACTOR shall protect the property of OWNER, existing improvements, and the Work installed by CONTRACTOR and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.
- B. CONTRACTOR shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.
- C. CONTRACTOR shall keep property, existing improvements, and the Work including structures, mains, fittings, and accessories free from dirt and foreign matter at all times.
- D. CONTRACTOR shall provide temporary plugging of openings, holes, and pipe ends that are existing or that CONTRACTOR has installed.
- E. Property, improvements, and Work damaged by CONTRACTOR shall be repaired or replaced by CONTRACTOR to the satisfaction of OWNER.
- F. If more than one contractor is responsible, the cost shall be shared. ENGINEER will determine responsibility for damages. All repair and replacement methods shall be acceptable to OWNER.

- G. CONTRACTOR is cautioned that existing public and private streets, alleyways, and roads may not hold up to typical construction traffic or activities. CONTRACTOR shall repair or replace streets, alleyways, roads, and shoulders damaged by its construction activities to their original condition at CONTRACTOR's expense.

1.08 AVAILABILITY OF LANDS

- A. Easements were obtained for this Project and identified on sheet A.06. CONTRACTOR shall confine its operations, equipment and storage areas to the easements, lands and rights-of-way in which the Project is to be located. CONTRACTOR may enter into written agreements with property owners for use of other lands during construction. Copies of such agreements shall be provided to OWNER.

1.09 OPERATIONS ON AND ADJACENT TO CN RIGHT-OF-WAY

- A. This project will require construction adjacent to and under CN tracks. All work within or adjacent to CN right-of-way shall be in conformance with the CN Permits attached to the end of this Division.
- B. Railroad tracks within and adjacent to the Work are active and rail traffic over these tracks shall be maintained throughout the Contract. Railroad traffic and operations may occur continuously throughout the day and night on these tracks and shall be maintained at all times. CONTRACTOR shall coordinate and schedule the Work so that construction activities do not interfere with CN operations. CN will have the right to order CONTRACTOR to temporarily cease operations in the event of an emergency, or if in the opinion of CN, CONTRACTOR's operations could endanger CN operations.
- C. Railroad inspection Requirements: It is expected that CN will provide the services of qualified railroad employees to observe construction during active work within CN right-of-way. Any cost associated with these services shall be paid by OWNER.
- D. Railroad Flagging and Locating Requirements: Railway flagging and utility locating shall be provided in accordance with the CN Permits, Flagging request forms, and CN Safety Requirements attached to the end of this Division. CONTRACTOR will reimburse CN for all flagging and locating costs incurred by CN on this project. OWNER shall reimburse CONTRACTOR for its payment of these costs through the CN Flagging Services Cash Allowance included in the Unit Price Bid.
- E. Railroad Safety Training Requirements: CONTRACTOR shall provide CN eRailsafe training for each employee engaged in work on CN property. After successful completion of such safety orientation, Contractors must be able to produce company identification or an eRailsafe photo identification badge authorizing access to CN property for the purposes of conducting work.

The eRailsafe identification card shall be worn or be made visible at all times, or produced upon request and cannot be transferred under any circumstances. CONTRACTOR shall comply with all other CN safety requirements provided by CN during construction.

- F. Questions about safety enrollment procedures, costs, and technical support: contact eRailsafe at 1-800-923-2322 or visit www.erailsafe.com.

Other questions regarding CN's eRailsafe Policy, contact:

David Smith
Office Phone No.: 601-592-1950
Mobile Phone No.: 901-232-7422

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 29 00

CONTRACT CONSIDERATIONS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Cash Allowances.
 - 2. Measurement and Payment–Unit Prices.
 - 3. Measurement and Payment–Lump Sum for Bid Items 113 and 114.

1.02 CASH ALLOWANCES

- A. See Paragraph 13.02 of the General Conditions for costs to be included in allowances.
- B. Refer to sections of the specifications identified in the Bid Form for specific information on use of cash allowances.
- C. The Bid shall include the amount equal to the specified quantity times the unit price.

1.03 MEASUREMENT AND PAYMENT–UNIT PRICES

- A. Measurement methods are delineated in the individual Specification sections.
- B. CONTRACTOR shall take measurements and compute quantities. ENGINEER will check measurements and quantities.
- C. Incidental Items of Work: Any items of Work shown on the Drawings or called for in the Specifications, but not included in the Bid Form, shall be considered incidental items of Work. The cost of incidental items of Work shall be included in the prices bid for adjacent Work.

1.04 MEASUREMENT AND PAYMENT–LUMP SUM FOR BID ITEMS 113 AND 114

- A. Payment for Lump Sum Bid items will be based on the accepted schedule of values for the project.
- B. An acceptable schedule of values will include the following features:
 - 1. Schedule shall list the installed value of the component parts of the work in sufficient detail to serve as a basis for computing values for progress payments during construction. Schedule shall be subdivided as necessary by specification section and work area.
 - 2. Identify each line item with the number and title of the respective Specification Section.
 - 3. For each major line item list sub-values of major products or operations under the item.

4. For the various portions of the work:
 - a. Each item shall include a directly proportional amount of CONTRACTOR's overhead and profit.
 - b. For items on which progress payments will be requested for stored materials, break down the value into:
 - (1) The cost of the materials, delivered and unloaded, with taxes paid. Paid invoices are required for materials upon request by ENGINEER.
 - (2) The total installed value.
 5. The sum of all values listed in the schedule shall equal the total Lump Sum Bid item.
 6. Schedule shall include a separate listing of general items such as bonds, insurance, mobilization, demobilization, field supervision, record document, and cash allowances.
- C. Once a schedule of values is accepted, it shall not be revised, except for changes associated with subsequently executed change orders.
- D. No separate measurement for payment will be performed for Lump Sum Work in the indicated Bid items.
- E. CONTRACTOR shall estimate percentage of Work completed. ENGINEER will review CONTRACTOR's estimate of quantity of Work completed.
- F. Payment will be made based on the percentage of the Contract completed less retainage and/or liquidated damages.
- G. Unless noted otherwise, Work described in the Specifications and/or shown on the Drawings shall be included in the Lump Sum Bid items.
- H. Some technical specification sections may include payment provisions. These provisions are in addition to the provisions of this section which apply to all of the Work.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 31 00

COORDINATION, FIELD ENGINEERING, AND MEETINGS

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Coordination.
 - 2. Field Engineering.
 - 3. Progress Meetings.
 - 4. Preinstallation Meeting.
 - 5. Staking.
 - 6. Preconstruction Video.
 - 7. Preinstallation Videoconference.

1.02 COORDINATION

- A. CONTRACTOR shall coordinate scheduling, submittals, and work of the various sections of the work to provide an efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later. See Section 01 11 00–Summary of Work for specific construction sequence.
- B. CONTRACTOR shall verify utility requirements and characteristics of operating equipment are compatible with building utilities and coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.
- C. CONTRACTOR shall coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on the Drawings and shall follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas, except as otherwise indicated, CONTRACTOR shall conceal pipes, ducts, and wiring within the construction and coordinate locations of fixtures and outlets with finish elements.
- E. CONTRACTOR shall coordinate completion and cleanup of Work of separate sections in preparation for substantial completion and for portions of Work designated for OWNER's occupancy.
- F. After OWNER occupancy of premises, CONTRACTOR shall coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents to minimize disruption of OWNER's activities.

1.03 FIELD ENGINEERING

- A. CONTRACTOR shall locate and protect property stakes, legal survey monuments, benchmarks, and survey control and reference points. CONTRACTOR shall pay for replacement of disturbed property stakes and legal survey monuments by a Registered Land

Surveyor acceptable to OWNER and for replacement of benchmarks and survey control and reference points provided by ENGINEER.

- B. CONTRACTOR shall convene a general preinstallation meeting prior to commencing work on Division 40, 41, 43, 44, and 46 items.
- C. Unless otherwise noted, CONTRACTOR shall provide field engineering services as required to establish elevations, lines, and levels utilizing recognized engineering survey practices.
- D. CONTRACTOR shall furnish all required plummets and graduated poles to check all Work.
- E. If stakes and boards have to be reset because of negligence of CONTRACTOR, CONTRACTOR shall bear the cost of such work.
- F. If laser beam is used, CONTRACTOR shall check its Work against intermediate grade stakes provided between manholes. Prior to initial use of the laser, CONTRACTOR shall set up laser on ground surface and check line and gradient controls. Lasers not functioning properly shall be immediately removed.
- G. CONTRACTOR shall be responsible for all lines, elevations, and measurements of buildings, structures, piping, utilities, and other work executed by CONTRACTOR under the Contract. CONTRACTOR must exercise proper precaution to verify figures before laying out the Work and will be held responsible for any error resulting from its failure to exercise such precaution.

1.04 PROGRESS MEETINGS

- A. Progress meetings will be held throughout progress of the Work at intervals agreed to by OWNER, ENGINEER, and CONTRACTOR. Interval will generally be biweekly. Attendance by Railroad Representative will be at the discretion of railroad.
- B. CONTRACTOR's project manager, job superintendent, major subcontractors, and suppliers shall attend as appropriate to address agenda topics for each meeting. CONTRACTOR's representatives shall have authority to bind CONTRACTOR to decisions at the meetings.
- C. The project schedule shall be updated monthly and shall be reviewed at each progress meeting.
- D. CONTRACTOR shall also provide the following information in written form at each meeting.
 - 1. Construction progress, including:
 - a. Activities completed this reporting period.
 - b. Activities in progress this reporting period.
 - c. Activities scheduled to commence this reporting period.
 - 2. Description of problem areas.
 - 3. Current and anticipated delays.
 - a. Cause of the delay.
 - b. Corrective action and schedule adjustments to correct the delay.
 - c. Impact of the delay on other activities, on milestones, and on completion dates.
 - 4. Changes in construction sequence.
- E. ENGINEER will prepare and distribute minutes to all attending parties.

1.05 PREINSTALLATION MEETING

- A. When required in individual specification sections, CONTRACTOR shall convene a preinstallation meeting at Work Site prior to commencing Work of the section.
- B. CONTRACTOR shall require attendance of parties directly affecting or affected by work of the specific section.
- C. CONTRACTOR shall notify ENGINEER seven days in advance of meeting date.
- D. CONTRACTOR shall prepare agenda and preside at meeting:
 - 1. Review conditions of installation, preparation, and installation procedures.
 - 2. Review coordination with related work.
- E. CONTRACTOR shall record minutes and distribute copies to participants and those affected by decisions made within one week after meeting.
- F. CONTRACTOR shall notify CN 7 days in advance of meeting date for work on or impacting CN R/W.

1.06 STAKING

- A. ENGINEER shall provide control stakes for CONTRACTOR's use. The location, number, and offsets for stakes shall be coordinated with CONTRACTOR. CONTRACTOR shall provide 48-hour notice to ENGINEER for new staking. Damaged or disturbed stakes shall be reset by ENGINEER at CONTRACTOR's expense.

1.07 PRECONSTRUCTION VIDEO

- A. Prior to mobilization at the site, CONTRACTOR shall furnish to ENGINEER a high-resolution color audio-video recording of all planned construction areas, including but not limited to streets, driveways, sidewalks, curbs, fencing, visible utilities, retaining structures, and adjacent building structures. The purpose of the video is to document existing conditions and to provide a fair measure of required restoration. Care should be taken to record all existing conditions that exhibit deterioration, imperfections, structural failures, or situations that would be considered substandard.
- B. The video recording shall be performed by a professional firm specializing in audio-video work. The videos shall be high quality, color, and high-resolution. The video shall be provided in a digitized format that is supported by Window Media Player. The videos shall be provided via DVD, thumb drive, or other media requested by OWNER. Temporary lighting shall be provided as necessary to properly video areas where natural lighting is insufficient (indoors, shadows, etc.). The videos shall include an audio soundtrack, to provide the following information:
 - 1. Detailed description of location being viewed referenced to Contract Drawings (i.e., station number, building designation, pipeline route, etc.).
 - 2. Direction (N, S, E, W, looking up, looking down, etc.) of camera view.
 - 3. Date, time, temperature, and environmental conditions at time of video.
- C. Video recording shall not be performed during inclement weather or when the ground is covered partially or totally with snow, ice, leaves, etc.

- D. As many videos as are necessary to satisfy the requirements of this section shall be prepared. The original videos shall be submitted to ENGINEER accompanied by a detailed log of the contents of each video. The log should include location descriptions to facilitate the quick location of information contained in the videos. The videos will be maintained by ENGINEER during construction and may be viewed at any time by CONTRACTOR upon request. Upon final acceptance, the videos will become permanent property of OWNER.
- E. All costs associated with this shall be included in the Unit Price Bid for this Work.

1.08 PREINSTALLATION VIDEOCONFERENCE

- A. When required in Section 26 09 00—Controls and Instrumentation, CONTRACTOR shall convene a preinstallation videoconference prior to the on-site functional acceptance testing.
- B. CONTRACTOR shall require attendance of CONTRACTOR, System Supplier, Division 26 contractor, OWNER, ENGINEER, and all other parties responsible for the equipment and controls schedules for on-site functional acceptance testing.
- C. CONTRACTOR shall arrange videoconference two months prior to the anticipated on-site functional acceptance testing. CONTRACTOR shall arrange an additional videoconference one month prior to the date for on-site functional acceptance testing of each group of equipment.
- D. Additional requirements for the videoconference can be found in Section 26 09 00—Controls and Instrumentation.

PART 2—PRODUCTS

NOT APPLICABLE

PART 3—EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
 - 2. To facilitate CONTRACTOR's understanding of the design intent, procedures have been established for advance submittal of design data and for its review or rejection by ENGINEER.
 - 3. The type of submittal requirements specified in this section include construction progress schedule, submittal schedule, shop drawings, product data, samples, maintenance manuals, and other miscellaneous work-related submittals.
- B. Related work described elsewhere: More detailed requirements for submittals are described in other sections of these specifications for some materials and equipment. They are to be considered additional requirements to supplement the requirements specified in this section. Submittals shall conform to Article 7 of the General Conditions.
- C. Definitions: "Electronic Submittal" is defined as any submittal transmitted electronically to ENGINEER for review.
- D. All materials and methods for work on CN R/W or within the zone of influence from railroad loading shall be subject to review and approval by CN and OWNER. CONTRACTOR shall include additional time in the review process for items subject to CN review.

1.02 IDENTIFICATION OF SUBMITTALS

- A. CONTRACTOR shall completely identify each submittal and resubmittal by showing at least the following information:
 - 1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
 - 2. Name and location of project and identification number.
 - 3. Drawing number and specifications section number to which the submittal applies.
 - 4. Include the date of each submittal or resubmittal.

1.03 GROUPING OF SUBMITTALS

- A. Unless otherwise specifically permitted by ENGINEER, CONTRACTOR shall make all submittals in groups containing all associated items so that information is available for checking each item when it is received.
- B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

1.04 TIMING OF SUBMITTALS

- A. CONTRACTOR shall make all submittals far enough in advance of scheduled dates of installation to provide required time for reviews, for securing necessary approval, for possible revision and resubmittal, and for placing orders and securing delivery.
- B. The review period for submittals that are received after 3 P.M. shall commence on the following business day.

1.05 CONSTRUCTION PROGRESS AND SUBMITTAL SCHEDULES

- A. Submit preliminary schedules within 10 days of the Effective Date of the Contract.
- B. Revise schedules incorporating any comments provided at the schedule review conference required in GC-2.05 and resubmit.
- C. As a minimum, the construction progress schedule shall consist of a horizontal bar chart with a separate line for each major portion of Work or operation, identifying first workday of each week.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration for each activity. Identify activities that are on the critical path.
- E. Include line items for milestones (if any), Substantial, and Final Completion.
- F. Submit updated schedules with each Application for Payment, identifying changes since previous version.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates.

1.06 SHOP DRAWINGS

- A. Shop drawings shall include specially prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements, and similar information not in standard printed form for general application to a range of similar projects. Shop drawings shall be submitted for all manufactured or fabricated items. See individual technical sections for special requirements.
- B. CONTRACTOR shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.
- C. Shop drawings shall be checked, approved, and stamped by CONTRACTOR in accordance with the General Conditions before transmittal to ENGINEER for review and approval.
- D. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 50% completion of the Work. Applications for payment beyond 50% of the Contract amount will not be recommended for payment until all shop drawings

are submitted, including color hard copies if requested by OWNER or a revised schedule for any remaining submittals is agreed to by OWNER and ENGINEER.

- E. CONTRACTOR shall submit shop drawings following the electronic submittal procedure described below.
- F. Shop drawings submitted to ENGINEER will be reviewed and stamped "Approved," "Approved as Noted," "Approved as Noted-Resubmit," or "Not Approved." CONTRACTOR shall resubmit, shop drawings stamped "Approved as Noted-Resubmit" and "Not Approved" and will continue this process until shop drawings are stamped "Approved" or "Approved as Noted." If drawings are stamped "Approved as Noted-Resubmit," fabrication may proceed in accordance with the marked-up shop drawings. Installation shall not proceed until shop drawings have been resubmitted and stamped "Approved" or "Approved as Noted."
- G. If shop drawings are stamped "Approved as Noted" or "Approved as Noted-Resubmit" and CONTRACTOR does not agree with revisions or cannot conform with revisions, fabrication shall not proceed and shop drawings shall be resubmitted with explanation of CONTRACTOR's position.
- H. All shop drawings used for construction site activities shall bear the "Approved" or "Approved as Noted" stamp of ENGINEER.
- I. Electronic Submittal Procedures:
 - 1. Summary:
 - a. Shop drawing and product data submittals shall be transmitted to ENGINEER in electronic (PDF) format using Submittal Exchange, or equal, a website service designed specifically for transmitting submittals between construction team members, or equal.
 - b. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
 - c. The electronic submittal process is not intended for color samples, color charts, or physical material samples.
 - 2. Procedures:
 - a. CONTRACTOR shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer/product, dimensions and coordination of information with other parts of the work.
 - b. CONTRACTOR shall transmit each submittal to ENGINEER using the Submittal Exchange website, www.submittalexchange.com, or equal.
 - c. ENGINEER review comments will be made available on the Submittal Exchange website for downloading. CONTRACTOR will receive email notice of completed review.
 - d. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of CONTRACTOR.
 - e. Electronically submitted shop drawings shall follow the following format:
 - (1) Filenames for the shop drawing submittals shall follow a XX XX XX.YYY-Z. Description convention where XX XX XX is the specification section number, YYY is the submittal number, .Z is the resubmittal number, and description is a short description of what the submittal includes. Submittals shall be consecutively numbered in direct sequence of submittal. Resubmittals shall be consecutively numbered with the first submittal numbered with a -0 and the first resubmittal numbered with a -1. Example file name: 03 20 00.016-1.

Structure 10 Concrete Reinforcement. This would be the first revision of the sixteenth submittal and contain information on concrete reinforcement.

- (2) All files shall be delivered in PDF format with a minimum resolution of 300 dpi unless otherwise requested by ENGINEER. Scanned in material shall be scanned in color and any markings by CONTRACTOR shall be made in red. Pages shall be rotated to the appropriate position for easy reading on a computer monitor such that the majority of text is vertical.
 - (3) Files shall be delivered without security features activated.
 - (4) Shop Drawings shall be uploaded as individual files. Files combined into a zip drive are not acceptable. All pages of one submittal should be contained in one file.
 - (5) The file shall open to a cover page containing, at a minimum, the following information:
 - (a) CONTRACTOR's stamp.
 - (b) Name, e-mail, and telephone number of the individual who may be contacted for further information.
 - (c) Project number.
 - (d) Submittal number.
 - (e) Submission date, if resubmittal, all previous submission dates.
 - (f) Index detailing contents and the total number of pages in the submittal.
- f. Once a shop drawing has been "Approved" or "Approved as Noted," CONTRACTOR shall provide one hard color copy of the "Approved" or "Approved as Noted" shop drawings to ENGINEER. CONTRACTOR is responsible for the hard copy color replication of ENGINEER's "Approved" or "Approved as Noted" shop drawings for use by CONTRACTOR. Hard copy shop drawings shall be submitted in 3-ring binders or 3-tab report covers.
3. Costs:
- a. CONTRACTOR shall include the full cost of Submittal Exchange, or equal, project subscription in their proposal. This cost shall be included in the Contract amount. Contact Submittal Exchange at 1-800-714-0024 to verify cost prior to Bid.
 - b. At CONTRACTOR's option, training is available from Submittal Exchange regarding use of website and PDF submittals. Contact Submittal Exchange at 1-800-714-0024.
 - c. Internet Service and Equipment Requirements:
 - (1) Email address and Internet access at CONTRACTOR's main office.
 - (2) Adobe Acrobat (www.adobe.com), Bluebeam PDF Revu (www.bluebeam.com), or other similar PDF review software for applying electronic stamps and comments.

J. CONTRACTOR is fully responsible for obtaining any and all copyright permission associated with conversion of shop drawing information to electronic format.

K. Shop drawings shall include verification that the item meets applicable codes and standards.

1.07 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product, CONTRACTOR shall submit accurate color charts and pattern charts to ENGINEER for OWNER's review and selection.

- B. Unless all available colors and patterns have identical wearing capabilities and are identically suited for the installation, CONTRACTOR shall completely describe the relative capabilities of each.

1.08 SAMPLES AND FIELD MOCKUPS

- A. CONTRACTOR shall provide samples and field mockups where noted or specified.
- B. Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the work will be judged.
- C. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product and full range of color, texture, and pattern.
- D. Samples shall have labels firmly attached, bearing the following information:
 - 1. Name of project.
 - 2. Description of product and finish.
 - 3. Name of CONTRACTOR.
 - 4. Trade name and number of product.
 - 5. Standards met by the product.
- E. Approval of samples must be obtained prior to proceeding with any work affected by material requiring sample approval.
- F. Samples, unless otherwise noted, become the property of OWNER.
- G. In situations specifically approved by ENGINEER, the retained sample may be used in the construction as one of the installed items.
- H. Field Mockups:
 - 1. CONTRACTOR shall erect field mockups at the project site in a location acceptable to ENGINEER and OWNER.
 - 2. When accepted by ENGINEER, the mockup will become the basis for comparison of the actual work.
 - 3. Remove mockup at conclusion of the work if it was not incorporated into the work.

1.09 PRODUCT DATA

- A. CONTRACTOR shall provide product data as required to supplement shop drawings.
- B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by CONTRACTOR to illustrate a material, product, or system for some portion of the work.
- C. CONTRACTOR shall collect required product data into one submittal for each unit of work or system.
- D. CONTRACTOR shall include manufacturer's standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other special coordination requirements.

- E. CONTRACTOR shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.
- F. CONTRACTOR shall supplement manufacturer's standard data to provide information unique to the work.

1.10 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by ENGINEER.
- B. Shop Drawings and Product Data:
 - 1. Revise initial drawings or data and resubmit as specified for initial submittal.
 - 2. Itemize in a cover letter any changes which have been made other than those requested by ENGINEER.

1.11 MANUFACTURER'S DIRECTIONS

- A. Manufactured articles, materials, and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, unless specified to the contrary.
- B. Wherever specifications call for work to be performed or materials to be installed in accordance with the manufacturer's printed instructions or directions, CONTRACTOR shall furnish copies as required for shop drawings of those instructions or directions to ENGINEER before installing the material or performing the work.

1.12 MAINTENANCE MANUAL

- A. Prior to 75% completion of the Contract or at a minimum of 45 days prior to the scheduled start-up date of any individual item of equipment, whichever is earlier, CONTRACTOR shall furnish to ENGINEER two complete color hard copies of a maintenance manual for all equipment furnished. Applications for payment beyond 75% of the contract amount will not be recommended for payment until all maintenance manuals are submitted or a revised schedule for remaining maintenance manuals is agreed to by OWNER and ENGINEER.
- B. The manuals shall include manufacturer's instructions for maintenance and operation for each item of mechanical and electrical equipment. Manuals shall be specific for the equipment as installed; provide project specific inserts as required. Manuals shall contain: operation instructions, lubrication schedules, types and quantities, preventative maintenance program, spare parts list, parts lists, I.D. No. and exploded views, assembly instructions, parts supplier location, trouble shooting and startup procedures and, where applicable, test data and curves.
- C. All sheets shall have reduced dimensions as described for shop drawings, and shall be furnished in 3-ring binders or 3-tab report covers.
- D. CONTRACTOR is responsible for producing an electronic version of the Equipment Operations and Maintenance (O&M) Manuals Manual. The Electronic Equipment O&M Manual shall be delivered in Portable Document Format (PDF). The entire manual may be converted to PDF via scanning or other method of conversion. Drawings or other graphics must be converted to PDF format and made part of the PDF document. CONTRACTOR shall provide all Equipment O&M Manuals in the electronic format as defined below.

- E. The filename for the Equipment O&M Manual submittal will be provided with the request for final Equipment O&M Manuals. Filenames use the “eight dot three” convention (XX XX XX_YY.PDF) where XX XX XX is the specification section number and YY is an ID number. No one file shall be larger than 10 MB. If technical problems require that the submittal be divided into more than one file, a letter extension shall be added to the end of each filename.
- F. The number of files shall be kept to a minimum. Equipment O&M Manuals that span more than one file shall have the final Bookmark “Return to Table of Contents” which shall take the User to the first file on the Equipment O&M Manual.
- G. All text (word processed), spreadsheets, and electronic graphics shall be delivered in portable document format (*.PDF). The resolution of all scanned images shall be a minimum of 300 dpi unless otherwise requested by ENGINEER. Scanned images shall be processed with the “original image with hidden text” option (Adobe Acrobat 6 or higher). This results in a clear image and provides for optical character recognition (OCR) and word search functionality. Graphical files shall be fully searchable. All submittals must be indexed with the Adobe Catalog feature. Placement and structure of index files shall be in accordance with Adobe's recommendations to minimize problems when transferring files. Successful searches for words or strings in the PDF document shall demonstrate proof of OCR.
- H. Rotate pages viewed in landscape to the appropriate position for easy reading on a computer monitor.
- I. Bookmarks shall be created in the navigation frame for each entry in the Table of Contents. Three levels deep is usually enough (i.e., “Chapter,” “Section,” “Subsection”); however, complex submittals like instrumentation and electrical may be required at the discretion of ENGINEER. When setting bookmarks for Chapter level heading, the page shall be displayed at Full Page. Section and Subsection level heading pages shall be displayed as a magnified view. Bookmarks shall be displayed as subordinate to other bookmarks in their hierarchy set so that only the Chapter level headings are displayed.
- J. Thumbnails shall be generated and embedded in each PDF file.
- K. Files shall be delivered without Security features activated. Password protected files will be unacceptable.
- L. The opening view for PDF files shall be set as follows:
 - 1. Initial View: Bookmarks and Page
 - 2. Magnification: Fit In Window
 - 3. Page Layout: Single Page
- M. The file shall open to the cover page of the Equipment O&M Manual with bookmarks to the left. The first bookmark shall be the name of Equipment O&M Manual.
- N. O&M Manual PDFs shall be delivered electronically.
- O. CONTRACTOR shall reprocess any portion of the document that does not view or print to OWNER's satisfaction.
- P. CONTRACTOR is fully responsible for obtaining any and all copyright permissions associated with conversion of this information to electronic format.

- Q. Each maintenance manual shall include a completed equipment maintenance summary form for each type and size of equipment being furnished that requires power, lubrication, or maintenance. Equipment Summary forms are located at the end of this section.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

EQUIPMENT MAINTENANCE SUMMARY FORM⁽¹⁾

Equipment	No.:		
_____	_____		
_____	_____		
_____	_____		
Specification Section: _____			
Equipment Name: _____			
Building Name: _____	Room No.: _____		
Plant Location: _____			
Manufacturer: _____			
Address: _____			
Phone: _____			
Service Representative: _____			
Address: _____			
Phone: _____	Fax: _____		
Make: _____	Model: _____		
Serial No.: _____	Type: _____		
Size: _____	_____		
Equipment Speed: _____			
Capacity: _____			
Operating Range: _____			
Material: _____			
Alarms: _____			

Drive Ratio: _____			
Motor Speed: _____	Service Factor: _____		
Volts: _____	Phase: _____	hp: _____	Efficiency: _____
Motor Type: _____			
Motor Sensors: _____			
Motor Manufacturer: _____			
Model: _____	Motor Frame: _____		
Insulation Class: _____			
FLA: _____		LRA: _____	

(1) Complete as applicable; attach supplementary pages as necessary.

Maintenance Requirements

(Use additional sheets if more space is needed.)

LUBRICATION

<u>Item</u>	<u>Generic Type of Lubricant</u>	<u>Supplier</u>	<u>Estimated Frequency</u>	<u>Annual Quantity</u>
-------------	--------------------------------------	-----------------	--------------------------------	----------------------------

PREVENTIVE MAINTENANCE

<u>Item</u>	<u>Action</u>	<u>Frequency</u>	<u>Reference</u>
-------------	---------------	------------------	------------------

SUGGESTED MINIMUM SPARE PARTS LIST

<u>Manufacturer</u>	<u>Part No.</u>	<u>Quantity Unit</u>	<u>Description</u>
---------------------	-----------------	----------------------	--------------------

The following information is included in O&M Manual:

Check or mark N/A

- | | | |
|----|---|-------|
| 1. | Recommended installation, adjustment, calibration, and troubleshooting. | _____ |
| 2. | Complete internal and connection wiring diagrams. | _____ |
| 3. | Complete parts lists, by generic title and identification number, with exploded views of each assembly. | _____ |
| 4. | Disassembly, overhaul, and reassembly instructions. | _____ |
| 5. | Recommended prestart checks. | _____ |
| 6. | Recommended start procedure. | _____ |
| 7. | Recommended shutdown procedure for both short and long term. | _____ |
| 8. | Recommended operating precautions that include safety for personnel and equipment. | _____ |
| 9. | Recommended standing maintenance procedure. | _____ |

END OF SECTION

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. OSHA Requirements.
 - 2. Roadway Limits.
 - 3. Permits.
 - 4. Wage Rates.
 - 5. American Iron and Steel Requirements.

1.02 OSHA REQUIREMENTS

- A. All work including site safety, equipment, materials, and fabricated items provided under the Contract shall comply with the provisions of the "Occupational Safety and Health Act."
- B. CONTRACTOR shall comply with Canadian National Railway Customer Safety Handbook, September 2022, which is included as an attachment to this Division.

1.03 ROADWAY LIMITS

- A. CONTRACTOR shall comply with roadway weight restrictions including seasonal weight restrictions.

1.04 PERMITS

- A. The following permits were obtained by OWNER: Canadian National Railway Permits.
- B. The permits are included as an attachment to this division or as available at OWNER's office. CONTRACTOR shall comply with all provisions of the permits and shall be responsible for notifications as required by the permit. CONTRACTOR shall obtain all other permits required for the Work. Where the requirements of any permit is more restrictive than the Drawings or the Specifications, the permit requirements shall govern.
- C. A building permit will be required from OWNER. However, OWNER will waive fees associated with the permit.
- D. Any permits required for dewatering operations shall be obtained and paid for by CONTRACTOR.
- E. CONTRACTOR shall obtain Site Disturbance/Erosion Control Permits as necessary to accommodate CONTRACTOR's specific means and methods for completing the Work. CONTRACTOR and subcontractors shall comply with all requirements of the Stormwater Pollution Prevention Plan (SWPPP) which will be provided electronically to CONTRACTOR. SWPPP must be signed by all subcontractors disturbing soil on the project.
- F. CONTRACTOR shall obtain right of entry permit from Canadian National Railway.

1.05 WAGE RATES

- A. CONTRACTOR shall comply with the attached Federal Wage Rates, bound at the end of Division 01.
- B. Not less than the prevailing wage rates for this area shall be paid to the workers employed to do the Work under this Contract.
- C. See Wage Rate Forms bound at the end of Division 01.

1.06 AMERICAN IRON AND STEEL REQUIREMENTS

- A. CONTRACTOR shall comply with the American Iron and Steel (AIS) requirements of the Consolidated Appropriations Act of 2014. CONTRACTOR shall submit, with each shop drawing, step certification that regulated iron and steel products meet AIS requirements. A sample certification letter is included in the SRF Required Front-End Specifications located at the end of the Bid section. Certification letters shall include the following at minimum:
 - 1. Identification of the product.
 - 2. City and State where the product was manufactured.
 - 3. Reference to OWNER and/or project.
 - 4. Signature of authorized manufacturer employee.
 - 5. Reference to current AIS requirements.
- B. The Consolidated Appropriations Act of 2014 does grant the possibility of waivers and exclusions if certain conditions are met. Products that qualify for the AIS national de minimis waiver, dated April 2014, individually may comprise no more than one percent of the total project materials cost and cumulatively may comprise no more than five percent of the total project materials cost. Other conditions can be found in the referenced waiver.
- C. CONTRACTOR shall provide required AIS documentation prior to installation of regulated iron and steel product.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 42 00

REFERENCE STANDARDS AND DEFINITIONS

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Reference Standards:
 - a. Throughout the Contract Documents, reference is made to codes and standards which establish qualities and types of workmanship and materials, and which establish methods for workmanship and materials, and which establish methods for testing and reporting on the pertinent characteristics.
 - b. Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named code or standard, it is CONTRACTOR's responsibility to provide materials and workmanship which meet or exceed that specifically named code or standard.
 - c. It is also CONTRACTOR's responsibility, when so required by the Contract Documents, to deliver to ENGINEER all required proof that the material or workmanship, or both, meet or exceed the requirements of the specifically named code or standard.
 - 2. Definitions:
 - a. A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including the Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon.
 - b. Certain terms used in the Contract Documents are defined generally in this section to supplement definitions of the Agreement, General Conditions, Supplementary Conditions, and other general contract documents.
 - c. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the Work.
- B. Related Work Described Elsewhere: The specific naming of codes or standards occurs on the Drawings and in other sections of these Specifications.

1.02 QUALITY ASSURANCE

- A. Familiarity with Pertinent Codes and Standards:
 - 1. It is CONTRACTOR's responsibility to verify the requirements of the specifically named codes and standards and to verify that the items procured for use in this Work meet or exceed the specified requirements.
 - 2. When required by individual sections of these specifications, CONTRACTOR shall obtain a copy of each pertinent code or standard and maintain the copies at the job site during submittals, planning, and progress of the Work until Substantial Completion of the Work is attained.
- B. Overlapping or Conflicting Requirements:
 - 1. Where compliance with two or more industry standards or sets of requirements are specified, and the overlapping of those standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is

generally recognized to be also most costly) is intended and will be enforced, unless more detailed language written directly into Contract Documents clearly indicates that a less stringent requirement is acceptable.

2. Refer all uncertainties to ENGINEER for decision before proceeding.

1.03 REFERENCE STANDARDS

- A. Applicable standards of the construction industry are made a part of the Contract Documents by reference as if copied directly into the Contract Documents, or as if published copies were bound herewith. See Article 3.02 of the General Conditions for additional provisions regarding references.
- B. Standards referenced directly in the Contract Documents or by governing regulation, have precedence over nonreferenced standards which are recognized in industry for applicability to the Work.
- C. Nonreference standards are hereby defined to have no particular applicability to the work except as a general measurement of whether the Work complies with standards recognized in the construction industry.
- D. Reference standards and codes listed in these specifications may include, but are not necessarily limited to, standards or codes published by the following agencies and organizations:

1. AA Aluminum Association
 900 19th Street, NW, Washington, DC 20006
2. AAMA American Architectural Manufacturer's Association
 1827 Walden Office Square, Schaumburg, IL 60173
3. AASHTO American Association of State Highway & Transportation Officials
 444 North Capitol Street, NW, Washington, DC 20001
4. ACI American Concrete Institute
 38800 Country Club Drive, Farmington Hills, MI 48331
5. AI Asphalt Institute
 Research Park Drive, P.O. Box 14052, Lexington, KY 40512-4052
6. AISC American Institute of Steel Construction
 One East Wacker Drive, Suite 3100, Chicago, IL 60601-2001
7. AISI American Iron and Steel Institute
 1101 17th Street, NW, Suite 1300, Washington, DC 20036
8. ANSI American National Standards Institute
 11 West 42nd Street, New York, NY 10036
9. APA American Plywood Association
 7011 So. 19th, Tacoma, WA 98466

10. API American Petroleum Institute
12201 L Street, NW, Washington, DC 20005-4070
11. AREMA American Railway Engineering and Maintenance-of-Way Association
4501 Forbes Boulevard, Suite 130, Lanham, MD 20706
12. ARI Air-Conditioning & Refrigeration Institute
4100 N. Fairfax Drive, Suite 200, Arlington, VA 22203
13. ASHRAE American Society of Heating, Refrigerating, and Air Conditioning Engineers
1791 Tullie Circle, NE; Atlanta, GA 30329
14. ASME American Society of Mechanical Engineers
Three Park Avenue, New York, NY 10016-5990
15. ASSE American Society of Sanitary Engineering
901 Canterbury, Suite A, Westlake, OH 44145
16. ASTM American Society for Testing and Materials
100 Barr Harbor Drive, West Conshohocken, PA 19428-2959
17. AWI Architectural Woodwork Institute
1952 Isaac Newton Square West, Reston, VA 20190
18. AWPA American Wood-Preserver's Association
P.O. Box 388, Selma, AL 36702-0388
19. AWS American Welding Society
550 N.W. LeJune Road, Miami, FL 33126
20. AWWA American Waterworks Association
6666 West Quincey Avenue, Denver, CO 80235
21. BHMA Builder's Hardware Manufacturers Association
355 Lexington Avenue, 17th floor; New York, NY 10017
22. BIA Brick Industry Association
11490 Commerce Park Drive, Reston, VA 20191-1525
23. CN Canadian National Railway
935 de La Gauchetière Street West
Montreal, Quebec, Canada H3B 2M9
24. CRSI Concrete Reinforcing Steel Institute
9333 N. Plum Grove Road, Schaumburg, IL 60173
25. DOT U.S. Department of Transportation
1200 New Jersey Avenue, SE, Washington, DC 20590
26. EJMA Expansion Joint Manufacturers Association
25 North Broadway, Tarrytown, NY 10591

- 27. FM Factory Mutual System
FM Global Corporate Offices, 1301 Atwood Avenue, PO Box 7500,
Johnston, RI 02919

- 28. FS Federal Specification (General Services Admin.)
Bldg. 197, Washington Navy Yard; Washington, DC 20407

- 29. FTI Facing Tile Institute
Box 8880, Canton, OH 44711

- 30. GA Gypsum Association
810 1st St., NE, Washington, DC 20002

- 31. GANA Glass Association of North America
2945 SW Wanamaker Drive, Suite A, Topeka, KS 66614

- 32. IESNA Illuminating Engineering Society of North America
120 Wall Street, Floor 17, New York, NY 10005

- 33. MIL Military Specifications
Naval Publications and Forms Center
5801 Tabor Avenue, Philadelphia, PA 19120

- 34. NAAMM National Association of Architectural Metal Manufacturers
8 South Michigan Avenue, Suite 1000, Chicago, IL 60603

- 35. NCMA National Concrete Masonry Association
13750 Sunrise Valley Drive, Herndon, VA 20171-4662

- 36. NECA National Electrical Contractors Association
3 Bethesda Metro Center, Suite 1100, Bethesda, MD 20814

- 37. NEMA National Electrical Manufacturers Association
1300 North 17th Street, Suite 1847, Rosslyn, VA 22209

- 38. NFPA National Fire Protection Association
1 Batterymarch Park, Quincy, MA 02169-7471

- 39. NIS National Institute of Standards
(U.S. Department of Commerce), 100 Bureau Drive, Stop 3460
Gaithersburg, MD 20899-3460

- 40. NRCA National Roofing Contractors Association
10255 W. Higgins Road, Suite 600, Rosemont, IL 60018

- 41. NSF National Sanitation Foundation International
P.O. Box 130140, 789 N. Dixboro Road, Ann Arbor, MI 48113-0140

- 42. OSHA Occupational Safety & Health Administration
200 Constitution Avenue, NW, Washington, DC 20210

- 43. PCA Portland Cement Association
5420 Old Orchard Road, Skokie, IL 60077
- 44. PCI Prestressed Concrete Institute
209 W. Jackson Blvd., Chicago, IL 60606-6938
- 45. SAE Society of Automotive Engineers
SAE World Headquarters
400 Commonwealth Drive, Warrendale, PA 15096-0001
- 46. SDI Steel Deck Institute
P.O. Box 25, Fox River Grove, IL 60021
- 47. SDI Steel Door Institute
30200 Detroit Rd., Cleveland, OH 44145-1987
- 48. SIGMA Sealed Insulating Glass Manufacturers Assoc.
401 N. Michigan Avenue, Chicago, IL 60611-4267
- 49. SJI Steel Joist Institute
3127 10th Ave. North Ext., Myrtle Beach, SC 29577-6760
- 50. SMACNA Sheet Metal and Air Conditioning
Contractor's National Association
4201 Lafayette Center Drive, Chantilly, VA 20151-1209
- 51. SSPC Society for Protective Coatings
40 24th Street, 6th Floor, Pittsburgh, PA 15222-4656
- 52. TCA Tile Council of America
100 Clemson Research Blvd., Anderson, SC 29625
- 53. UBC Uniform Building Code
5360 Workman Mill Road; Whittier, CA 90601-2298
- 54. UL Underwriters' Laboratories
333 Pfingston Road; Northbrook, IL 60062

1.04 SUBMITTALS

- A. For OWNER's records, CONTRACTOR shall submit copies of permits, licenses, certifications, inspection reports, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.05 DEFINITIONS

- A. Indicated:
 - 1. The term "indicated" is a cross-reference to details, notes, or schedules on the drawings, to other paragraphs or schedules in the specifications and to similar means of recording requirements in the Contract Documents.

2. Where terms such as “shown,” “noted,” “scheduled,” and “specified” are used in lieu of “indicated,” it is for the purpose of helping the reader locate cross-reference, and no limitation is intended except as specifically noted.
- B. Approve (or Words of Similar Nature):
1. Where used in conjunction with ENGINEER's response to submittals, requests, applications, inquiries, reports, and claims by CONTRACTOR, the meaning of the term “approve” will be held to the limitation of ENGINEER's responsibilities and duties as specified in Paragraph 1.02.B of the General Conditions.
 2. In no case will “approval” by ENGINEER be interpreted as a release of CONTRACTOR from responsibility to fulfill requirements of the Contract Documents.
- C. Minimum Requirements:
1. Indicated requirements are for a specific minimum acceptable level of quality or quantity, as recognized in the industry.
 2. Actual work must comply with (or within specified tolerances) or exceed minimums.
 3. CONTRACTOR shall refer uncertainties to ENGINEER before proceeding.
- D. Abbreviations: Abbreviations, where not defined in the Contract Documents, will be interpreted to mean the normal construction industry terminology.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1—GENERAL

1.01 SUMMARY

- A. Work Includes:
 - 1. Quality Assurance—Control of Installation.
 - 2. Tolerances.
 - 3. Manufacturers' Field Services and Reports.

1.02 QUALITY ASSURANCE—CONTROL OF INSTALLATION

- A. CONTRACTOR shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
- B. CONTRACTOR shall comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.
- D. CONTRACTOR shall comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by persons qualified to produce workmanship of specified quality.
- F. CONTRACTOR shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 TOLERANCES

- A. CONTRACTOR shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.
- B. CONTRACTOR shall comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, CONTRACTOR shall request clarification from ENGINEER before proceeding.
- C. CONTRACTOR shall adjust products to appropriate dimensions; position before securing products in place.

1.04 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification sections or when requested by ENGINEER, CONTRACTOR shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, and quality of workmanship.

- B. CONTRACTOR shall submit qualifications of observer to ENGINEER 30 days in advance of required observations.
- C. CONTRACTOR shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. CONTRACTOR shall submit report in duplicate within 30 days of observation to ENGINEER for information.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Temporary Utilities.
 - 2. Temporary Stairs and Access.
 - 3. Temporary Support Facilities.
 - 4. Removal of Temporary Facilities.
- B. CONTRACTOR shall arrange for and provide temporary facilities as required for proper and expeditious prosecution of the Work.
- C. CONTRACTOR shall pay all costs, except as otherwise specified, until final acceptance of the Work unless OWNER makes arrangements for use of completed portions of the Work after substantial completion in accordance with the provisions of the General Conditions.
- D. CONTRACTOR shall make all temporary connections to utilities and services in locations acceptable to OWNER and local authorities having appropriate jurisdiction.
 - 1. Furnish all necessary labor and materials.
 - 2. Make all installations in a manner subject to the acceptance of such authorities and OWNER.
 - 3. Maintain such connections.
 - 4. Remove temporary installation and connection when no longer required.
 - 5. Restore services and sources of supply to proper operating conditions.

1.02 TEMPORARY UTILITIES

- A. Temporary Toilets: CONTRACTOR shall provide and maintain sanitary temporary chemical toilets located where approved by OWNER and in sufficient number required for the work force employed by CONTRACTOR.
- B. Temporary Electrical Services:
 - 1. CONTRACTOR shall make all necessary arrangements, furnish, install, and maintain necessary temporary electrical services at the Site. Services shall be a minimum of 200 amperes, 1 phase, 3 wire, 120/240 volt temporary power and lighting system adequate for the construction of this Project and in accordance with OSHA Requirements for Construction Projects. Installation of the temporary power and lighting system is to begin upon notification to proceed and shall be installed and routed in a manner so as not to interfere with construction of the Project. CONTRACTOR shall remove all temporary services when Project is complete.
 - 2. The temporary light and power system shall include temporary service poles, metering facilities, driven ground, fused main disconnect switch, panelboards, branch circuits, outlets and lamps, and the maintenance thereof.
 - 3. Construction areas, aisles, stairs, and ramps shall be illuminated to 5 fc. Construction shops, storerooms, mechanical, and electrical rooms shall be illuminated to 10 fc. Offices illuminated to 30 fc.

4. Temporary lights shall be equipped with heavy-duty electric cords and lamp guards. They must not be suspended by the power supply cord unless it is designed for this use.
 5. Provide one general purpose, 20 ampere, 120 volt, single phase, grounding type receptacle outlet for every 1,000 feet of floor space and tank area. The maximum length of a 20 ampere, 120 volt lighting or power circuit shall not be greater than 200 feet from panelboard to farthest outlet. All single-phase receptacle outlet circuits shall have approved ground-fault circuit interrupter protection.
 6. All utility charges for installation of the temporary services shall be paid for by CONTRACTOR. All metering installation charges and all energy charges for electric current used for temporary lighting and power are to be paid by CONTRACTOR.
 7. No permanent electrical equipment or wiring shall be used without express written permission of OWNER. Such approval, if given, shall not affect guarantee period. If OWNER authorizes use of permanent service facilities, CONTRACTOR shall pay all metering costs until acceptance or occupancy (whichever occurs first) of building by OWNER.
- C. Weather Protection and Temporary Heat:
1. CONTRACTOR shall provide weather protection to protect the Work from damage because of freezing, rain, snow, and other inclement weather.
 2. CONTRACTOR shall provide temporary heat within buildings, without cost to OWNER, from the time the buildings or portions thereof are enclosed until the Project is accepted or occupied by OWNER, whichever occurs first. The building work is to be heated during construction so a minimum temperature of 50°F is maintained at all times. Temporary heating equipment shall be properly vented.
 3. No permanent heating equipment shall be used on a temporary basis without express written permission by OWNER. Such approval, if given, shall not affect the guarantee period. If OWNER authorizes use of permanent heating equipment, CONTRACTOR shall pay all related energy costs until acceptance or occupancy (whichever occurs first) of the building by OWNER.
- D. Temporary Telephone Service: CONTRACTOR shall provide, without extra cost to OWNER, telephone services at the Site for phones and computer modems specified in Section 01 52 13—Field Offices and Sheds for the duration of the Work at the Site. Also provide service as required for CONTRACTOR's use. Party making toll calls shall pay for same.
- E. Temporary Water: CONTRACTOR shall supply its own water during construction. CONTRACTOR shall also provide its own piping, valves, and appurtenances for its requirements. Connection to the existing water system shall be coordinated with OWNER and shall meet all code requirements including disinfection and backflow prevention.
- F. Temporary Fire Protection: CONTRACTOR and Subcontractor(s) who maintain or provide an enclosed shed or trailer shall provide and maintain in operating order in each shed or trailer a minimum of one fire extinguisher. More extinguishers shall be provided as necessary. Fire extinguishers shall be minimum dry chemical, nonfreezing-type, UL rating 2A-30BC, with 10-pound capacity for Class A, B, and C fires.
- G. CONTRACTOR's and Subcontractor(s)' personnel shall refrain from smoking during excavation, laying pipe, backfilling, and other work at the Site which may involve potential contact with explosive vapors or gasoline products.

1.03 TEMPORARY STAIRS AND ACCESS

- A. CONTRACTOR shall provide and maintain all equipment such as temporary stairs, ladders, ramps, runways, chutes, and so on as required for proper execution of the Work. CONTRACTOR shall be responsible for providing its own scaffolds, hoists, etc.
- B. All such apparatus, equipment, and construction shall meet all requirements of OSHA, the labor laws, and other applicable State and local laws. Provide stairs with handrails. As soon as possible and where applicable, permanent stairs shall be installed.
- C. As soon as permanent stairs are created, provide temporary protective treads, handrails, and shaft protection.
- D. Provide barricades at hazardous locations, complete with signs, temporary general lighting, warning lights, and similar devices as required.

1.04 TEMPORARY SUPPORT FACILITIES

- A. CONTRACTOR shall provide whatever facilities and services which may be needed to properly support primary construction process and meet compliance requirements and governing regulations.
- B. CONTRACTOR shall not use permanent facilities except as otherwise indicated, unless authorized by OWNER.

1.05 REMOVAL OF TEMPORARY FACILITIES

- A. Remove temporary materials, equipment, services, and construction as soon as practicable but no later than just prior to final completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities and restore existing facilities used during construction to specified, or to original, condition.
- C. Minor temporary facilities which interfere with OWNER's operations shall be removed at the end of each Work period.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 52 13
FIELD OFFICES AND SHEDS

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Materials, Equipment, and Furnishings.
 - 2. Construction.
 - 3. Environmental Control.
 - 4. CONTRACTOR Office and Facilities.
 - 5. ENGINEER Office.
 - 6. Storage Areas and Sheds.
 - 7. Preparation.
 - 8. Installation.
 - 9. Maintenance and Cleaning.
 - 10. Removal.

PART 2–PRODUCTS

2.01 MATERIALS, EQUIPMENT, AND FURNISHINGS

- A. Materials, equipment, and furnishings shall be serviceable, new or used, and adequate for required purpose.

2.02 CONSTRUCTION

- A. Portable or mobile buildings or buildings shall be constructed with floors raised above ground, securely fixed to foundations, with steps and landings at entrance doors.
- B. CONTRACTOR shall provide structurally sound, secure, weathertight enclosures for office and storage spaces.
- C. Temperature transmission resistance of floors, walls, and ceilings shall be compatible with occupancy and storage requirements.
- D. Exterior materials shall be weather resistant.
- E. Interior materials in offices shall consist of sheet type materials for walls and ceilings, prefinished or painted; resilient floors and bases.
- F. Lighting for offices shall be 50 footcandles minimum at desk top height, with exterior lighting at entrance doors.
- G. Provide appropriate type fire extinguisher at each office and each storage area.
- H. Interior materials in storage sheds shall be as required to provide specified conditions for storage of products.

2.03 ENVIRONMENTAL CONTROL

- A. Heating, cooling, and ventilating for offices shall consist of automatic equipment to maintain comfort conditions; 70°F heating and 78°F cooling.
- B. Heating and ventilation for storage spaces shall be as needed to maintain products in accordance with Contract Documents and to provide adequate lighting for maintenance and observation of products.

2.04 CONTRACTOR OFFICE AND FACILITIES

- A. CONTRACTOR shall provide facilities to meet CONTRACTOR's needs and to provide space for Project meetings.
- B. Provide telephone as required for CONTRACTOR's needs.
- C. Provide furnishings in meeting area. As a minimum, provide conference table and chairs to seat at least eight persons; racks and files for Contract Documents, submittals, and project record documents.

2.05 ENGINEER OFFICE

- A. CONTRACTOR shall provide separate trailer for sole use of ENGINEER, with separate entrance door with new lock and two keys.
- B. Minimum area shall be 200 square feet, minimum dimension 8 feet.
- C. Minimum total area of windows shall be 10% of floor area, with operable sash and insect screens. Provide operable blinds on all windows. Locate to provide views of construction area.
- D. Electrical distribution panel shall have two circuits minimum, 110-volt, 60 Hz service. Provide minimum four 110 volt duplex convenience outlets, one on each wall.
- E. Provide cellular phone with voicemail service. Include cellular service for phone until final completion.
- F. Provide the following personal computer items:
 - 1. One desktop or laptop PC, Windows compatible, with minimum, 3.0 GhZ Multi Core (latest or previous generation) Intel i5, i7, or i9 processor, 16 GB RAM (or larger), 500 GB Solid State Drive (or larger), GB Ethernet and WiFi NIC, Six USB 3.0 or higher ports, current Windows version, and CDR/DVDR Drive.
 - 2. Video Card with 1024 MB RAM capable of displaying a minimum resolution of 1920 x 1080.
 - 3. External 500 GB (or larger) USB 3.0 hard drive with software for backing up computer.
 - 4. Setup software and verify software backups and restores the computer and its data files.
 - 5. Minimum of two LCD displays, minimum 24-inch capable of displaying 1920 x 1080 or higher resolution.
 - 6. All in one color multi-function device (print, copy, fax, scan) with USB and WiFi connectivity. Must accommodate both 8.5-inch by 11-inch and 11-inch by 17-inch paper. Replenish paper, cartridges, and other supplies before fully expended. Spare or refill cartridges shall be supplied at all times.

7. Current Microsoft Office version compatible with supplied operating system and hardware.
 8. Current version of Antivirus software with subscription to new updates.
 9. A broadband high speed internet service provider with minimum download speeds of 100 Mbps; minimum upload speeds of 25 Mbps or best available in area including satellite connections.
 10. K Slot or Kensington lock and cable system to deter theft.
 11. Webcam suitable and certified for web-conferencing with a resolution of 1080p or better.
 12. All necessary cables for system configurations.
 13. PC, monitor, and printer to be set up, configured, and fully functional for use with communications and Microsoft Office Software. Security lock system installed.
- G. Provide bottled drinking water dispenser and refill as necessary.
- H. Provide the following furnishings:
1. One desk, minimum 54-inch by 30-inch, with three drawers.
 2. One drafting table, 36-inch by 72-inch, with one equipment drawer.
 3. Plan rack to hold working drawings, shop drawings, and record documents.
 4. One standard four-drawer legal size metal filing cabinet.
 5. Six linear feet of metal bookshelves.
 6. One swivel armchair.
 7. Two straight chairs.
 8. One drafting table stool.
 9. One tackboard, 36-inch by 30-inch.
 10. One wastebasket.

2.06 STORAGE AREAS AND SHEDS

- A. Provide storage areas and sheds of size to meet storage requirements for products of individual sections, allowing for access and orderly provision for maintenance and for observation of products to meet requirements of Section 01 60 00–Materials and Equipment.

PART 3–EXECUTION

3.01 PREPARATION

- A. CONTRACTOR shall fill and grade sites for temporary structures to provide drainage away from buildings.

3.02 INSTALLATION

- A. CONTRACTOR shall install office spaces ready for occupancy 15 days after date fixed in Notice to Proceed or as agreed upon by ENGINEER.
- B. Provide two hard surfaced parking spaces for use by ENGINEER, connected to office by hard surfaced walk.

3.03 MAINTENANCE AND CLEANING

- A. CONTRACTOR shall maintain approach walks free of mud, water, and snow.

3.04 REMOVAL

- A. Upon final acceptance and completion of the Work, CONTRACTOR shall remove field offices, foundations, utility services, and debris and shall restore areas.

END OF SECTION

SECTION 01 57 00

TEMPORARY CONTROLS

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Dust Control.
 - 2. Water, Erosion, and Sediment Control.
 - 3. Noise Control.
 - 4. Traffic Control.
 - 5. Site Security.
 - 6. Daily Cleanup.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 DUST CONTROL

- A. CONTRACTOR shall execute the Work by methods to minimize raising dust from construction operations per City Ordinance.
- B. CONTRACTOR shall provide positive means to prevent airborne dust from dispersing into atmosphere.
- C. CONTRACTOR shall provide partitions, enclosures, etc., within buildings as necessary to confine dust and protect adjacent areas.

3.02 WATER, EROSION, AND SEDIMENT CONTROL

- A. CONTRACTOR shall grade site to drain and shall maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. CONTRACTOR shall protect Site from puddling or running water.
- C. Minimum erosion control provisions are shown on the Drawings. These provisions are general in nature and are not intended to accommodate all aspects of CONTRACTOR's specific means and methods. CONTRACTOR shall provide additional erosion control measures as necessary to control discharge of sediment laden water to surface waters and wetlands associated with the specific means and methods utilized in completing the Work.
- D. Except as provided for in the document, overland discharge of water from dewatering operations shall not be allowed. Depending on water quality, such water shall either be piped directly to the surface water or shall be directed to sedimentation basins or other such

structures or features prior to discharge to surface waters so as not to cause damage to existing ground and improvements, erosion, or deposition in the discharge area.

- E. CONTRACTOR shall use jute or synthetic netting, silt fences, straw bales, dikes, channels, and other applicable measures to prevent erosion of soils disturbed by its construction operation.
- F. Restoration of the Site shall proceed concurrently with the construction operation. See Drawings and Specifications for erosion control measures in addition to that which may be required above.
- G. Erosion control measures shall comply with BMP and Iowa DNR Construction Site Erosion Control Manual.

3.03 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations to meet City of Dubuque ordinance requirements. Requirements are listed below for construction and pile drivers, pneumatic hammers:
 - 1. Construction: The creation of any loud or excessive noise resulting from erection, excavation, demolition, alteration or repairs related to any structure, infrastructure, or building except between the hours of 7 A.M. and 8 P.M., Monday through Friday, and 9 A.M. and 6 P.M., Saturday and Sunday.
 - 2. Pile Drivers, Pneumatic Hammers: The operation of any pile drive, pipe ramming, pneumatic hammer, or similar construction equipment, except between the hours of 8 A.M. and 6 P.M., Monday through Friday, and 9 A.M. and 6 P.M., Saturday and Sunday, and when so permitted, only if equipped with effective muffling device.

3.04 TRAFFIC CONTROL

- A. Minimum traffic control requirements are identified on the drawings. CONTRACTOR shall be responsible for providing all signs, barricades, flagmen, and other traffic control devices in the construction zone necessary to accommodate CONTRACTOR's operations while maintaining required traffic operations.
- B. All traffic control measures shall meet the requirements of the 2003 Manual on Uniform Traffic Control Devices, except for exceptions noted in Iowa Admin. 760-130.1.
- C. Do not close or obstruct roadways without approval of OWNER. CONTRACTOR shall notify OWNER in writing a minimum of 5 days prior to closing or obstructing roadways.

3.05 SITE SECURITY

- A. CONTRACTOR shall have the sole responsibility of safeguarding the Site perimeter to prevent unauthorized entry to the Site throughout the duration of the Project. CONTRACTOR shall at all times provide such permanent and temporary fencing or barricades or other measures as may be necessary to restrict unauthorized entry to its construction area including construction in public rights-of-way or easements. Site security measures shall include safeguards against attractive nuisance hazards as a result of construction activity.

- B. CONTRACTOR shall at all times be responsible for the security of the Work including materials and equipment. OWNER will not take any responsibility for missing or damaged equipment, tools, or personal belongings. CONTRACTOR shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.
- C. CONTRACTOR shall provide a neat appearing protective fence where indicated on the drawings, constructed of 6-foot-high cyclone fence. Provide gates, properly constructed and braced, complete with hinges, hasps, and padlocks in number and location required for proper control delivery and distribution of material and equipment. Gate posts shall be adequately back tied and anchored for rigid installation. All protective fencing shall be maintained in an upright, orderly fashion throughout the construction schedule. In areas where existing trees are to be protected, the area inside the protective fencing shall not be used for any purpose related to construction activities, such as material storage, vehicle parking, portable toilets or other disruptive activities that would result in damage of any kind to the site inside the fence. Fence shall be moved during construction to facilitate construction phasing where required at no extra cost to OWNER.
- D. Orange safety fence shall be provided adjacent to the railroad tracks per drawing A.06.

3.06 DAILY CLEANUP

- A. CONTRACTOR shall clean up the Site and remove all rubbish on a daily basis.
- B. CONTRACTOR shall clean up public streets and highways and remove any dirt, mud, or other materials due to project traffic on daily basis and shall comply with all local and state ordinances and permit requirements.
- C. CONTRACTOR shall be responsible for all cleanup, including sediment removal from all existing and proposed stormwater and sanitary sewer conveyance elements within the project limits.

END OF SECTION

SECTION 01 60 00

MATERIALS AND EQUIPMENT

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: CONTRACTOR shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.
- B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of these Specifications.

1.02 PRODUCTS

- A. Components required to be supplied in quantity within a Specification section shall be the same, and shall be interchangeable.
- B. CONTRACTOR shall not use materials and equipment removed from existing construction, except as specifically required, or allowed, by the Contract Documents.
- C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by CONTRACTOR, result in additional costs to CONTRACTOR or other contractors, such additional costs shall be borne by CONTRACTOR. CONTRACTOR shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by ENGINEER.
- D. Each major component of equipment shall bear a nameplate giving the name and address of the manufacturer and the catalogue number or designation.

1.03 TRANSPORTATION AND HANDLING

- A. Materials, products and equipment shall be properly containerized, packaged, boxed, and protected to prevent damage during transportation and handling.
- B. CONTRACTOR shall not overload any portion of the structure in the transporting or storage of materials.
- C. CONTRACTOR shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.
- D. CONTRACTOR shall provide equipment and personnel to handle products, including those provided by OWNER, by methods to prevent soiling and damage.
- E. CONTRACTOR shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging, and surrounding surfaces.
- F. CONTRACTOR shall handle product by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

1.04 DELIVERY AND RECEIVING

- A. CONTRACTOR shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.
- B. CONTRACTOR shall coordinate deliveries to avoid conflict with the Work and conditions at the Site; work activities of other contractors or OWNER; limitations on storage space; availability of personnel and handling equipment and OWNER's use of premises.
- C. CONTRACTOR shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.
- D. CONTRACTOR shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.
- E. Immediately on delivery, CONTRACTOR shall inspect shipment to review that:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
 - 3. Accessories and installation hardware are correct.
 - 4. Containers and packages are intact and labels legible.
 - 5. Products are protected and undamaged.

1.05 STORAGE AND PROTECTION

- A. General:
 - 1. CONTRACTOR shall store products, immediately on delivery, in accordance with manufacturer's instructions, with all seals and labels intact and legible.
 - 2. Any additional off-site space required shall be arranged by CONTRACTOR.
 - 3. CONTRACTOR shall allocate the available storage areas and coordinate their use by the trades on the job.
 - 4. CONTRACTOR shall arrange storage in a manner to provide access for maintenance of stored items and for observation.
- B. In enclosed storage, CONTRACTOR shall:
 - 1. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.
 - 2. Maintain temperature and humidity within ranges stated in manufacturer's instructions.
 - 3. Provide ventilation for sensitive products as required by manufacturer's instructions.
 - 4. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
 - 5. Store solid materials such as insulation, tile, mechanical and electrical equipment, fittings, and fixtures under shelter, in original packages, away from dampness and other hazards.
 - 6. Store liquid materials away from fire or intense heat and protect from freezing.
- C. At exterior storage, CONTRACTOR shall:
 - 1. Store unit materials such as concrete block, brick, steel, pipe, conduit, door frames, and lumber off ground, out of reach of dirt, water, mud and splashing.
 - 2. Store tools or equipment that carry dirt outside.
 - 3. Store large equipment so as not to damage the Work or present a fire hazard.
 - 4. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet material and provide ventilation to avoid condensation.

5. Completely cover and protect any equipment or material which is prime coated or finish painted with secured plastic or cloth tarps. Store out of reach of dirt, water, mud and splashing.
6. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
7. Provide surface drainage to prevent erosion and ponding of water.
8. Prevent mixing of refuse or chemically injurious materials or liquids.
9. Cover aggregates such as sand and gravel in cold wet weather.
10. Remove all traces of piled bulk materials at completion of work and return site to original or indicated condition.

1.06 MAINTENANCE OF STORAGE

- A. CONTRACTOR shall periodically inspect stored products on a scheduled basis.
- B. CONTRACTOR shall verify that storage facilities comply with manufacturer's product storage requirements, and verify that manufacturer required environmental conditions are maintained continually.
- C. CONTRACTOR shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of Contract Documents.
- D. CONTRACTOR shall perform scheduled maintenance of equipment in storage as recommended by the manufacturer. A record of the maintenance shall be kept and turned over to ENGINEER when the equipment is installed.

1.07 INSTALLATION REQUIREMENTS

- A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise specified.
- B. After installation, CONTRACTOR shall protect all materials and equipment against weather, dust, moisture, and mechanical damage.
- C. CONTRACTOR shall be responsible for all damages that occur in connection with the care and protection of all materials and equipment until completion and final acceptance of the Work by OWNER. Damaged material and equipment shall be immediately removed from the Site.

1.08 EQUIPMENT WARRANTIES

- A. Warranties shall be nonprorated, include all parts and labor, and be in written form. Warranties shall specifically exclude buyer's indemnification language. Warranty language shall not eliminate manufacturer's responsibility for sizing of the equipment. During warranty period, manufacturer shall be responsible for any travel expenses, outside contractor fees, and rental equipment fees associated with providing warranty service. Manufacturer shall pay expenses incurred for repairs and parts replacement not made by manufacturer if manufacturer's response is not within 72 hours of notification by OWNER. Warranty language shall be provided with the shop drawings.

1.09 CONCRETE EQUIPMENT BASE

- A. Cast-in-place concrete equipment bases shall be provided for all new and relocated equipment including electrical control panels, motor control centers, switchgear, etc. Concrete equipment bases shall be provided by CONTRACTOR except where specifically noted to be provided by others. Bases shall be 3 1/2-inch minimum height and shall be a minimum of 3 inches larger than equipment being supported. Grouting of equipment bases shall be as recommended by equipment manufacturer.
- B. Concrete and grout shall meet applicable sections of the specifications.
- C. Provide all anchor bolts, metal shapes and templates to be cast in concrete or used to form concrete for support of equipment.

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 73 29

CUTTING, PATCHING, AND ALTERATIONS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: CONTRACTOR shall be responsible for all cutting, fitting, patching, and other alterations required to complete the Work as specified herein or to:
 - 1. Make its several parts fit together properly.
 - 2. Uncover portions of the Work to install improperly sequenced Work.
 - 3. Remove and replace defective Work.
 - 4. Remove and replace Work not conforming to requirements of the Contract Documents.
 - 5. Remove samples of installed Work as specified for testing.
 - 6. Provide penetrations of surfaces for installation of piping and electrical conduit.
 - 7. Rehabilitate or renovate existing spaces.

1.02 REFERENCES

- A. ANSI A10 Safety Requirements for Construction and Demolition.

1.03 QUALITY ASSURANCE

- A. CONTRACTOR shall perform all cutting, patching, and alterations in strict accordance with pertinent requirements of these Specifications.
- B. Except as modified by governing codes, CONTRACTOR shall comply with the applicable provision and recommendations of ANSI A10.

1.04 SUBMITTALS

- A. CONTRACTOR shall submit a written request to OWNER well in advance of executing any cutting or alteration which affects the following:
 - 1. Work of OWNER or any separate contractor.
 - 2. Structural value or integrity of any element of the Project.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance, or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. The request shall include:
 - 1. Description of affected work.
 - 2. The necessity for cutting, patching, or alteration.
 - 3. Effect on work of OWNER, any separate contractor, or on the structural or weather-proof integrity of the Project.
 - 4. Description of proposed work to include:
 - a. Scope of cutting, patching, or alteration.
 - b. Trades who will execute the Work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.

- 5. Alternatives to cutting and patching.
 - 6. Written permission of any separate contractor whose work will be affected.
- C. Submit written notice to OWNER designating the date and the time the Work will be uncovered or executed.

1.05 SCHEDULING AND COORDINATION

- A. All work under this section shall be coordinated with OWNER's work forces and those of other contractors and shall be accomplished at times acceptable to OWNER.
- B. Before starting any work relating to existing utilities (electrical, sewer, water, heat, gas, fire lines, etc.) that will temporarily discontinue or disrupt service to any existing facilities, notify ENGINEER and OWNER 72 hours in advance and obtain OWNER's approval before proceeding with this phase of the Work. Temporary facilities, if required, shall be in place prior to disruption of service.

PART 2-PRODUCTS

2.01 NEW MATERIALS

- A. For replacement of work removed, CONTRACTOR shall use materials which comply with the pertinent sections of these Specifications.
- B. All new materials for patching and extending work shall match existing products and work.
- C. CONTRACTOR shall determine type and quality of existing products by inspection and any necessary testing and workmanship by use of existing as the standard.

PART 3-EXECUTION

3.01 INSPECTION

- A. CONTRACTOR shall inspect existing conditions including elements subject to movement or damage during cutting, patching, and other alterations.
- B. After uncovering the Work, CONTRACTOR shall inspect conditions affecting installation of new products or performance of new work.
- C. CONTRACTOR shall report unsatisfactory or questionable conditions to ENGINEER in writing.
- D. CONTRACTOR shall not proceed with work until unsatisfactory or questionable conditions are resolved.
- E. Beginning of cutting, patching, and alterations work means acceptance of existing conditions by CONTRACTOR.

3.02 PREPARATION AND PROTECTION

- A. CONTRACTOR shall provide temporary bracing, shoring, needling, and support of the structure during alterations work as necessary to prevent collapse, settling, or deflection and to protect persons and property from injury or damage.
- B. Temporary supports must adequately carry all existing and imposed load.
- C. CONTRACTOR shall provide and maintain temporary protection of surface finishes, equipment, and adjacent work designated to remain where demolition, removal, and new work is being done, connections are being made, materials are being handled, or equipment is being removed.
- D. CONTRACTOR shall provide temporary partitions or barriers to contain all dust, dirt, and debris from entering into finished areas or areas where OWNER is operating, storing, or manufacturing products.
- E. CONTRACTOR shall provide adequate fire protection in accordance with local Fire Department requirements.
- F. CONTRACTOR shall provide waterproofing, weather protection, heat, and other facilities for that portion of the Work which may be exposed by cutting and patching, demolition, or other alterations.
- G. CONTRACTOR shall cut, move, or remove items as necessary for access to alterations and renovations work and replace and restore at completion of the Work.
- H. CONTRACTOR shall prepare surfaces and remove surface finishes to provide for proper installation of new work and new finishes.
- I. CONTRACTOR shall be responsible for any damage to the existing structure or its contents directly or indirectly by its crews or those of its subcontractors.

3.03 PERFORMANCE

- A. CONTRACTOR shall accomplish all work of cutting, removal, demolition, patching, or other alterations using only persons skilled in the appropriate trade.
- B. CONTRACTOR shall execute the Work in a careful and orderly manner with the least possible disturbance to the public and to the occupants of the building.
- C. CONTRACTOR shall execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- D. CONTRACTOR shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- E. CONTRACTOR shall fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- F. CONTRACTOR shall thoroughly clean and prepare all surfaces to receive new finish or covering to completely remove all dirt, dust, grease, oil, paint, loose materials, and soil.

- G. CONTRACTOR shall refinish entire surface as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

3.04 DEMOLITION, CUTTING, AND REMOVAL

- A. Cutting and removal of construction shall be performed by CONTRACTOR so as not to cut or remove more than is necessary and so as not to damage adjacent work.
- B. CONTRACTOR shall cut out embedded anchorages and attachment items as required to properly provide for patching and repair of the respective finishes.
- C. CONTRACTOR shall not cut structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio.
- D. CONTRACTOR shall not cut operational elements and safety components in a manner resulting in decreased performance, shortened useful life, or increased maintenance.
- E. CONTRACTOR shall not cut work exposed to view (exterior or interior) in a manner resulting in noticeable reduction of visual qualities as determined by OWNER.
- F. Construction that is to remain which is loosened, cracked, or otherwise damaged or defaced as a result of careless cutting or demolition and is unsuitable for use intended shall be removed and replaced at no additional cost to OWNER.
- G. CONTRACTOR shall clean demolished areas and remove debris, waste, and rubbish from the building at the conclusion of each day's work.
- H. CONTRACTOR shall not let piled waste material endanger the structure.

3.05 PATCHING, EXTENDING, AND MATCHING

- A. Patching work shall conform to the standards of the Specifications where applicable, and where not specified, work shall conform to the highest standards of the applicable trade.
- B. CONTRACTOR shall patch construction to match adjacent work unless noted otherwise.
- C. Patching or restoration shall be carried to natural breaks (e.g., corners) wherever possible.
- D. CONTRACTOR shall provide adequate support to substrate for patching finishes.
- E. At locations in existing areas where partitions are removed, CONTRACTOR shall patch floors, walls, and ceiling with finish material to match adjacent surfaces.
- F. Transitions:
 - 1. Where new work abuts or finishes flush with existing work, CONTRACTOR shall make the transition as smooth as possible.
 - 2. Patched work shall match adjacent work in texture and appearance so as to make the patch or transition invisible to the eye at a distance of 3 feet.
 - 3. Where masonry, tile, plaster, metal, or other finished surface is cut in such a way that a smooth transition is not possible, CONTRACTOR shall terminate the existing surface in

a neat fashion along a straight line at a natural line of division and provide trim appropriate to the finished surface.

4. CONTRACTOR shall restore existing work that is damaged during patching operations to a condition equal to its construction at the time of the start of the Work.

3.06 UNANTICIPATED MECHANICAL AND ELECTRICAL WORK EXPOSED

- A. Where unanticipated mechanical piping or electrical conduit is exposed during removal of partitions or walls, removal or rerouting shall be accomplished by CONTRACTOR as applicable.
 1. Rerouted piping shall be located and shall be connected to maintain all functions in proper operations.
 2. Abandoned piping may be left in place where it is buried in floors or walls, providing that it is completely disconnected from its source.
 3. There shall be no "dead end" gas, water, sewer, or vent piping existing in the completed work.
 4. Unless otherwise shown, abandoned piping, ductwork, conduit, or other mechanical or electrical items in chases, vertical enclosures, or concealed above ceilings shall be completely removed.
- B. Removals, capping, or otherwise terminating services which are abandoned shall be accomplished without additional cost to OWNER.
- C. Relocation of services resulting from unanticipated conflicts of new and existing work in concealed spaces shall be paid for in accordance with the General Conditions.

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSEOUT

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Closeout Procedures.
 - 2. Final Cleaning.
 - 3. Adjusting.
 - 4. Project Record Documents.
 - 5. Warranties.

1.02 CLOSEOUT PROCEDURES

- A. CONTRACTOR shall provide submittals to ENGINEER that are required by governing or other authorities.
- B. CONTRACTOR shall comply with General Conditions and Supplementary Conditions and complete the following before requesting ENGINEER's observation of the Work or designated portion thereof for substantial completion.
 - 1. Submit executed warranties, workmanship bonds, maintenance agreements, inspection certificates, and similar required documentation for specific units of Work, enabling OWNER's unrestricted occupancy and use.
 - 2. Submit record documentation, maintenance manuals, tools, spare parts, keys, and similar operational items.
 - 3. Submit consent of surety (if surety required in Contract).
 - 4. Complete final cleaning, touch-up work of marred surfaces, and remove temporary facilities and tools.

1.03 FINAL CLEANING

- A. It is CONTRACTOR's responsibility to completely clean up the inside and outside of all buildings and the construction site at the completion of the Work.
- B. CONTRACTOR shall clean areas of the building in which painting and finishing work is to be performed just prior to the start of this work and maintain these areas in satisfactory condition for painting and finishing. This cleaning includes:
 - 1. Removal of trash and rubbish from these areas.
 - 2. Broom cleaning of floors.
 - 3. Removal of any plaster, mortar, dust, and other extraneous materials from finish surfaces, including but not limited to exposed structural steel, miscellaneous metal, masonry, concrete, mechanical equipment, piping, and electrical equipment.
- C. In addition to the cleaning specified above and the more specific cleaning that may be required in various technical sections of the Specifications, CONTRACTOR shall prepare the Project for occupancy by a thorough cleaning throughout, which shall include the following:
 - 1. Clean interior and exterior glass surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

2. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
3. Replace filters of operating equipment.
4. Clean debris from roofs, gutters, downspouts, and drainage systems.
5. Clean site; sweep paved areas, rake clean landscaped surfaces.
6. Remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.04 ADJUSTING

- A. CONTRACTOR shall adjust operating products and equipment to provide smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

- A. CONTRACTOR shall maintain on Site one set of the following record documents to record actual revisions to the Work:
 1. Drawings.
 2. Specifications.
 3. Addenda.
 4. Change orders and other modifications to the Contract.
 5. Reviewed shop drawings, product data, and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. CONTRACTOR shall make entries that are complete and accurate, enabling future reference by OWNER.
- C. CONTRACTOR shall store record documents separate from documents used for construction.
- D. CONTRACTOR shall record information concurrent with construction progress.
- E. Specifications: CONTRACTOR shall legibly mark and record at each Product section description of actual products installed, including the following:
 1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by addenda and modifications.
- F. Record Drawings: CONTRACTOR shall legibly mark each item to record actual construction including:
 1. Measured depths of foundations in relation to finish floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract Drawings.

1.06 WARRANTIES

- A. CONTRACTOR shall provide warranties beyond project two-year warranty as required by technical sections.

- B. Submit warranty information as follows:
1. Provide original copies bearing authorized signatures.
 2. Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers, and provide Table of Contents and assemble in three-ring binder with durable cover.
 3. Submit with request for certificate of Substantial Completion.
 4. For items of work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance listing date of acceptance as start of warranty

PART 2-PRODUCTS

NOT APPLICABLE

PART 3-EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 91 00
STARTING OF SYSTEMS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. General.
 - 2. Equipment and System Installation.
 - 3. Starting Equipment and Systems.
 - 4. Demonstration, Instructions, and Operator Training.
 - 5. Start-Up and Testing.
 - 6. Equipment Systems Requiring Certification of Proper Installation.
 - 7. Equipment Systems Requiring Additional Documentation.
- B. CONTRACTOR shall perform the Work described in the following subsections.

1.02 GENERAL

- A. The number of days for manufacturer's services stated in the Specifications shall be considered as the minimum number of days. Should additional time be required for services because of equipment malfunction or other problem, such time shall be at the expense of CONTRACTOR, with no change in Contract Price.
- B. "Days" specified shall consist of 8-hour days on-site, excluding travel time.
- C. CONTRACTOR shall designate and provide one person to be responsible for scheduling, coordinating, and expediting the specified services. Scheduling the services shall be done in cooperation with, and with the prior approval of ENGINEER and OWNER. Such schedule shall be arranged with the appropriate subcontractors, manufacturers, and suppliers with sufficient time to allow their compliance with the service requirements.
- D. CONTRACTOR shall manage equipment checkout such that checkout has been completed and deficiencies addressed prior to demonstration and training. Scheduling training prior to checkout may result in cancellation when checkout cannot be completed prior to training.

1.03 EQUIPMENT AND SYSTEM INSTALLATION

- A. Competent and experienced technical personnel shall represent the manufacturers of all equipment and systems for as many days as may be necessary to provide proper installation and to resolve assembly or installation problems at the site that are attributable to, or associated with, the equipment furnished. This requirement applies to manufacturers for all equipment furnished, whether or not specifically set forth in the Specifications.
- B. Where a Certificate of Proper Installation is called for in this Specification Section, the manufacturer's representative shall provide the attached Certificate of Proper Installation stating that the equipment or system has been installed in accordance with the manufacturer's instructions and has been inspected by a manufacturer's authorized representative, that it has been serviced with the proper initial lubricants, that applicable

safety equipment has been properly installed, that the proper electrical and mechanical connections have been made, and that any other manufacturer requirements have been met. This certification shall be provided to ENGINEER and OWNER prior to the start-up. This certificate is in addition to the manufacturer's standard startup reports, checklists, and other pertinent information.

- C. Functional (or run) testing is required for all equipment and systems. The manufacturer's representative shall supervise the functional test, which shall include checking for proper rotation, alignment, speed, excessive vibration, and noisy operation. The Manufacturer's Certificate of Proper Installation shall state that proper adjustments have been made and that the equipment or system is ready for start-up.
- D. Manufacturer shall demonstrate, using laser alignment equipment, if appropriate, that the installed equipment has been aligned properly. Final acceptance of equipment will not be granted until manufacturer has demonstrated to ENGINEER that acceptable alignment to tolerances have been achieved. For pumps with motors 7.5 hp and larger, the acceptable shaft alignment tolerances shall be as recommended in the pump manufacturer's written instructions and shall include parallel offset and angular gap measurements.

1.04 STARTING EQUIPMENT AND SYSTEMS

- A. Where field testing and start-up services are called for in the Specifications, or when technical assistance is necessary as a result of any malfunction of the equipment or system furnished, the manufacturer's representative shall provide such services.
- B. Manufacturer's representative shall also conduct and/or assist with performance testing, as required by the Specifications. These services shall continue until such times as the applicable equipment or system has been successfully tested for performance and has been accepted by OWNER for full-time operation.
- C. Coordinate schedule for start-up of various equipment and systems. Coordination includes, but is not limited to, communication with subcontractors, suppliers, OWNER, and ENGINEER. CONTRACTOR shall confirm that all necessary work is complete and that the equipment and systems can be operated in conjunction with all associated processes.
- D. Notify ENGINEER and OWNER a minimum of 7 days prior to start-up of each item using the attached Equipment Startup and O&M Training Scheduling form. CONTRACTOR shall submit form to ENGINEER.
- E. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or for other conditions that may cause damage.
- F. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- G. Verify wiring and support components for equipment are complete and tested.
- H. Execute start-up under supervision of applicable manufacturer's representative and CONTRACTOR's personnel in accordance with manufacturers' instructions.
- I. Require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up and to supervise

placing equipment or system in operation. Authorized representative shall provide approval for starting of systems in writing where specified.

- J. Equipment manufacturer shall provide a written report covering checkout, testing, inspections, and start-up and shall identify any deficiencies noted. Report shall be submitted to ENGINEER. CONTRACTOR shall be responsible for correcting all deficiencies noted in report. In addition, CONTRACTOR shall submit a fully executed Certificate of Proper Installation form if required in Paragraph 3.01 of this section.

1.05 DEMONSTRATION, INSTRUCTIONS, AND OPERATOR TRAINING

- A. For all mechanical equipment and systems and where called for in the Specifications, provide a qualified technical representative to provide detailed instructions to OWNER's personnel for operation and maintenance of equipment and associated instrumentation. Training services shall include pre-start-up classroom instruction and start-up on-site instruction, as stated in the Specifications.
- B. Refer to the Specifications for additional training requirements.
- C. CONTRACTOR shall coordinate the pre-start-up training periods with OWNER's operating personnel and manufacturers' representatives.
 - 1. Schedule training dates and times with OWNER, that are acceptable to the OWNER, using equipment, startup, and O&M training form. Normal hours available for training are between 7:30 A.M. to 2 P.M., Monday through Friday, except for holidays.
 - 2. Submit outline and presentation to ENGINEER at least 7 days in advance of training.
 - 3. Provide name, contact information, and brief synopsis of qualifications of the trainer.
 - 4. If materials above are not provided at least 7 days in advance, training may be canceled.
 - 5. Failure of supplier's or manufacturer's representative to appear for scheduled training, failure to notify OWNER 24 hours in advance of need to cancel scheduled training or failure to arrive within 30 minutes of start of scheduled training shall result in reimbursement to OWNER for time lost by OWNER's personnel in waiting for arrival of manufacturer's representative. Except in case of failure to arrive on time, time will not exceed 1 hour for each employee scheduled to receive training. Failure to arrive on time will be reimbursed by actual time late, up to 1 hour, after 1 hour, training will be rescheduled. CONTRACTOR shall reimburse OWNER via a change order.
 - 6. During the training, instructor will dedicate its time solely to training and not start-up services.
 - 7. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with OWNER's personnel in detail to explain all aspects of operation and maintenance.
 - 8. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment.
 - 9. Prepare and insert additional data in operation and maintenance manuals when need for additional data becomes apparent during instruction.
 - 10. OWNER may videorecord the training for future internal use. Provide to OWNER paper and electronic copies of any media used as part of training.
 - 11. Provide training handouts for each of OWNER's personnel present.

- D. CONTRACTOR shall provide attached Certificate of Operator Training cosigned by OWNER and supplier's representative verifying training was accomplished to satisfaction of all parties.
- E. Operation and maintenance manual submitted in accordance with Section 01 33 00–Submittals shall be provided prior to operator training.
- F. For equipment or systems requiring seasonal operation, perform demonstration for dormant season at start of dormant season.
- G. Final payment for various items of equipment will not be made by OWNER until the equipment is operating to OWNER's satisfaction.
- H. Where items of equipment are placed into service at different times or sequence, manufacturer's services for start-up, field testing, and supervision shall be provided for each time or sequence. Training shall be provided prior to or at the time the first similar item of equipment is placed in service.

1.06 START-UP AND TESTING

- A. Prior to acceptance of any portion of the Work, start-up and testing of all equipment and testing of all materials furnished on the Project by CONTRACTOR shall have been conducted in the presence of representatives of CONTRACTOR, OWNER, and ENGINEER and also manufacturer if requested by OWNER or ENGINEER.
- B. CONTRACTOR shall provide whatever temporary installations and conditions are necessary in order to perform start-up and testing operations on all equipment and materials furnished under the Contract. Temporary connections and equipment necessary during start-up and testing operations shall include, but not be limited to, temporary piping and electrical power and control equipment and devices, temporary connection from various parts of the systems and any other labor, materials, fuel, devices, or items that may be required for start-up and testing operations. Temporary conditions shall include filling with water, if necessary, to check equipment and materials.
- C. All temporary installations and conditions shall be removed by CONTRACTOR upon completion of start-up and testing.

PART 2–PRODUCTS

NOT APPLICABLE

PART 3–EXECUTION

3.01 EQUIPMENT SYSTEMS REQUIRING CERTIFICATION OF PROPER INSTALLATION

- A. All space and process related heating, cooling, and ventilation equipment and systems specified in Division 23.
- B. Section 26 09 00–Controls and Instrumentation (Gas Detectors and Monitoring Systems).
- C. Section 26 32 13–Standby Power System.

- D. Section 26 32 14–Switchboard-Style Automatic Transfer Switches.
- E. Section 40 05 59.23–Slide Gates.
- F. All Conveying Systems specified in Division 41.
- G. All equipment specified in Divisions 43 and 46.

3.02 EQUIPMENT SYSTEMS REQUIRING ADDITIONAL DOCUMENTATION

- A. Section 26 09 00–Controls and Instrumentation: Documented date(s) of CONTRACTOR written request for Factory Acceptance Test.
- B. Section 26 09 00–Controls and Instrumentation: Documented date(s) of CONTRACTOR written request for On-Site Acceptance Test.

END OF SECTION

TS No. _____

EQUIPMENT START-UP AND O&M TRAINING SCHEDULING FORM
STRAND ASSOCIATES, INC.®

PROJECT _____ CLIENT _____

CONTRACT _____

CONTRACTOR _____ Date: _____

The following equipment is scheduled for start-up on _____

EQUIPMENT NAME: _____ SPECIFICATION SECTION: _____

MANUFACTURER: _____ MINIMUM HOURS OF TRAINING: _____

DATE O&M MANUALS SUBMITTED: _____

Specification Section 01 91 00 requires that start-up and operation and training be conducted by a qualified manufacturer's representative prior to placing equipment in operation. Review Specification Sections 01 33 00 and 01 45 00 and the individual equipment sections for start-up and training requirements. OWNER may find it necessary to propose alternate dates for training based on conflicts with other training and staff availability. The Operation and Maintenance Manuals must be submitted prior to training.

After the equipment or system has been properly installed and is functioning correctly, submit a written report in accordance with Specification Section 01 45 00.

Submit the completed form to ENGINEER and OWNER at least 7 days prior to start-up and training.

Proposed Training Date: _____ Time of Training: _____

Factory-trained representative giving training:

Name(s): _____

Company: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

CERTIFICATE OF PROPER INSTALLATION

Project_____

Equipment_____

Specification Section_____

Contract_____

I hereby certify the equipment supplier/manufacturer has inspected this equipment and that it has been properly installed, adjusted, and calibrated. I further certify this equipment may now be operated for test purposes and/or normal use.

MANUFACTURER'S REPRESENTATIVE

Signature_____Date_____

Name (print)_____

Title_____

Representing_____

CONTRACTOR

Signature_____Date_____

Name (print)_____

Title_____

This form shall be completed and submitted to ENGINEER prior to OWNER training.

CERTIFICATE OF OPERATOR TRAINING

Project_____

Equipment_____

Specification Section_____

Contract_____

I hereby certify the equipment supplier/manufacture has instructed OWNER's personnel in the start-up operation and maintenance of this equipment as required in the Specifications.

MANUFACTURER'S REPRESENTATIVE

Signature_____Date_____

Name (print)_____

Title_____

Representing_____

CONTRACTOR

Signature_____Date_____

Name (print)_____

Title_____

OWNER

I hereby state that my operating personnel received instruction for start-up, operation, and maintenance of this equipment.

Signature_____Date_____

Name (print)_____

Title_____

END SECTION

CANADIAN NATIONAL RAILWAY PERMITS



CN System Engineering

Ben Beatty
Design and Construction
Field Engineer
17641 Ashland Ave
Homewood, IL 60430

December 27, 2023

Todd Irwin
City of Dubuque
50 W 13th Street
Dubuque, IA 52001

Subject: P-12129: Chicago, Central & Pacific Railroad Company, DUBUQUE Subdivision, MP 186.61 - 186.61

CN Engineering Design & Construction has reviewed the request to install a 30-inch PVC sanitary sewer force main carrier pipe in a 42-inch steel casing and abandon and grout in place the existing 24-inch sanitary sewer carrier pipe. There are no engineering objections provided the following occurs:

- 1.) CN Utility Locate Required.
- 2.) CN's operations are not to be impaired or effected by any of the described work.
- 3.) A flagman, railroad representative is to be present during any and all work on, over, under or near railroad property.
- 4.) All employees of contractors not hired by CN that will work on, over, under or near CN property are required to have, at a minimum, safety certification with www.contractororientation.com and the railroad representative will be responsible for verifying and documenting said certifications.
- 5.) Installer must monitor top of rail elevations via daily surveying for borings greater than 6 in. in size and that occur under CN tracks. A log of top of rail elevations may be requested at any time throughout the duration work.
- 6.) Any work that involves temporary traffic control plans or railroad grade crossings should follow the requirements of the current edition of MUTCD Section 8A.08 Temporary Traffic Control Zones and MUTCD Section 6. Traffic plan to be presented and discussed with Railroad Flagman / Railroad representative during every briefing.
- 7.) Boring will not be paused within zone of influence

This letter shall be valid for a period of two (2) years from the date herein. If the work has not been completed by then, the application will need to be reviewed again to ensure it is in accordance with all applicable regulatory requirements and standards.

Sincerely,

Ben Beatty
CN Field Engineer



UTILITY CROSSING AND / OR ENCROACHMENT

Date: 12/27/23 Facility Owner: City of Dubuque
Document No.: P-12129 50 W 13th Street
Work Order No.: _____ Dubuque, IA 52001
Location: Near Private Road (DOT#306955C) _____
Road; Street; Avenue
____ 1/4, ____ 1/4, Section _____, T _____, R _____ Telephone No.: 563-589-4270
City of: Dubuque Fax No.: _____
County: Dubuque State: IA 24 Hr. Emergency No.: _____
Line Segment: _____ Milepost: 186.61 Attention: Todd Irwin
Survey Station: Dubuque Sub

This is not valid unless it indicates that Chicago, Central & Pacific Railroad Company has received all the information requested. If any of the boxes are checked that information must be provided before the project is approved and valid.

CHECKLIST

It appears that your notification is deficient in the following aspects: (When returning information checked in the boxes please refer to the document number.)

- ☐ Before the construction can begin, we must receive a certificate of insurance from the contractor/facility owner. The limits are as follows:
- (a) Statutory Workers' compensation and Employer's Liability insurance.
 - (b) Automobile Liability in an amount not less than \$1,000,000 combined single limit.
 - (c) Comprehensive General Liability in an amount not less than \$5,000,000 combined single limit. In the event the policy is a Claims Made policy, coverage shall include an aggregate of \$10,000,000.
- Before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the RAILROAD.
- (a) Statutory Worker's Compensation and Employer's Liability insurance.
 - (b) Automobile Liability in an amount not less than \$1,000,000 combined single limit.
 - (c) An occurrence form Railroad Protective Policy with limits of not less than \$5,000,000 per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property, with \$10,000,000 aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

BOTH POLICIES MUST NAME:

Chicago, Central & Pacific Railroad Company and its Parents
17641 South Ashland Avenue
Homewood, IL 60430
Reference Document No. P-12129

as the insured, and shall provide for not less than ten (10) days prior written notice to the Railroad as cancellation of, or any materials change, in the policy.

- ☐ Please complete and return the enclosed application form.
- ☐ This notification is not subject to the rules adopted pursuant to Chapter 42 of the Iowa Administrative Code. All of the items marked below must be resolved before the Railroad will begin processing your submittals as satisfactory notification. Please send the requested information to:

Chicago, Central & Pacific Railroad Company
Attn: CN Utilities
17641 South Ashland Avenue
Homewood, IL. 60430

Notification does not include:

- ☐ A legible scaled drawing.
- ☐ A legible detailed cross section.
- ☐ Legal description.
- ☐ An emergency contact and telephone number as required by Chapter 42
- ☐ Who will perform construction (e.g. internal labor, contractor)?
- ☐ The owner of the proposed facility.
PLEASE PROVIDE THE NAME, ADDRESS, TELEPHONE NUMBER AND CONTACT PERSON FOR THE OWNER OF THE FACILITY.
- ☐ Description of materials involved. (e.g. type of wire, cable, pipe crossing) - install a 30-inch PVC sanitary sewer force main carrier pipe in a 42-inch steel casing and abandon and grout in place the existing 24-inch sanitary sewer carrier pipe.
- ☐ Type and size of facility.
- ☐ **Because of the lack of data submitted with your notification, or your specifications do not meet railroad construction requirements; the railroad does not accept it as meeting the requirements of notification. Your notification will be complete upon receipt of the information requested and the required documents will be processed. Any attempt to construct before the documents are prepared and executed, will be viewed as trespassing and the construction will be halted and _____ (Consultant/Contractor) and _____ (Facility Owner) will be prosecuted to the fullest extent of the law.**
- ☐ A \$750.00 deposit is required to begin permit processing. (PAID)
- ☐ Please provide vicinity map showing cross streets and the location of the project.
- ☐ Profile of crossing.
- ☐ Is this being installed at an existing public road crossing?
- ☐ The casing shall extend a minimum of the entire width of Railroad right of way. In addition, the casing pipe shall be a minimum of 5'6" below the track and extend a minimum of 3' beyond the toe or top of a slope or ditch and must be sealed.
- ☐ A steel casing pipe with an E-80 loading capacity is required for installation of a PVC or PLASTIC CONDUIT. The casing pipe must be bored and jacked with a minimum depth of 5.5' from the bottom of the rail to the top of the casing and shall extend the entire width of the Railroad right of way. In addition, the casing pipe shall be sealed and vented on each side of the tracks outside of the railroad right of way line (see enclosed specifications).
- ☐ The tracks have been removed but the right of way is still owned by Chicago, Central & Pacific Railroad Company and construction is required as though rails are still there.
- ☐ Road right of way width.
- ☐ Construction is not permitted until both parties agree procedures and all fees are paid.
- ☐ You are proposing to directionally bore a _____ " natural gas main without a casing pipe, Chicago, Central & Pacific Railroad Company requires that any uncased gas mains be installed in accordance with Part 5, Section 5.2 of the American Railway Engineering and Maintenance Associations Manual for Railway Engineering.
- X **You must CONTACT Chicago, Central & Pacific Railroad Company five (5) working days prior to construction. The contact information can be found below.**
- X **PER CHAPTER 42 YOU ARE REQUIRED TO PROVIDE THE RAILROAD NOTICE OF CONSTRUCTION A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CONSTRUCTION. NOTE: CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY IS NOT ASSOCIATED WITH DIGGERS / JULIE / MISS DIG / GOLPHER ON CALL.**
- X **Signal Wire Location**
- X **Flagger**

Signal Wire Location & Railroad Flagger:
Chicago, Central & Pacific Railroad Company
CN Flagging-US
17641 South Ashland Ave
Homewood, IL 60430
US.Flagging@CN.CA



CN System Engineering

Ben Beatty
Design and Construction
Field Engineer
17641 Ashland Ave
Homewood, IL 60430

April 1, 2024

Todd Irwin
N/A
City of Dubuque
50 W 13th Street
Dubuque, IA 52001

Subject: P-12130: Chicago, Central & Pacific Railroad Company, DUBUQUE Subdivision, MP 185.68 - 185.68

CN Engineering Design & Construction has reviewed the request to install 28 strand of FOC with 2 inch HDPE (4) with 7 HDPE inner ducts each. There are no engineering objections provided the following occurs:

- 1.) CN Utility Locate Required.
- 2.) CN's operations are not to be impaired or effected by any of the described work.
- 3.) A flagman, railroad representative is to be present during any and all work on, over, under or near railroad property.
- 4.) All employees of contractors not hired by CN that will work on, over, under or near CN property are required to have, at a minimum, safety certification with www.contractororientation.com and the railroad representative will be responsible for verifying and documenting said certifications.
- 5.) Installer must monitor top of rail elevations via daily surveying for borings greater than 6 in. in size and that occur under CN tracks. A log of top of rail elevations may be requested at any time throughout the duration work.
- 6.) Any work that involves temporary traffic control plans or railroad grade crossings should follow the requirements of the current edition of MUTCD Section 8A.08 Temporary Traffic Control Zones and MUTCD Section 6. Traffic plan to be presented and discussed with Railroad Flagman / Railroad representative during every briefing.
- 7.) Boring will not be paused within zone of influence
- 8.) Bore shall not be greater than 1" larger than the utility diameter

This letter shall be valid for a period of two (2) years from the date herein. If the work has not been completed by then, the application will need to be reviewed again to ensure it is in accordance with all applicable regulatory requirements and standards.

Sincerely,

Ben Beatty
CN Field Engineer



UTILITY CROSSING AND / OR ENCROACHMENT

Date: 4-1-24 Facility Owner: City of Dubuque
Document No.: P-12130 50 W 13th Street
Work Order No.: _____ Dubuque, IA 52001
Location: Mines of Spain Road (DOT#306952G) _____
Road; Street; Avenue
____ 1/4, ____ 1/4, Section _____, T _____, R _____ Telephone No.: 563-589-4270
City of: Dubuque Fax No.: _____
County: Dubuque State: IA 24 Hr. Emergency No.: _____
Line Segment: _____ Milepost: 185.68 Attention: Todd Irwin
Survey Station: Dubuque Sub

This is not valid unless it indicates that Chicago, Central & Pacific Railroad Company has received all the information requested. If any of the boxes are checked that information must be provided before the project is approved and valid.

CHECKLIST

It appears that your notification is deficient in the following aspects: (When returning information checked in the boxes please refer to the document number.)

- ☐ Before the construction can begin, we must receive a certificate of insurance from the contractor/facility owner. The limits are as follows:
- (a) Statutory Workers' compensation and Employer's Liability insurance.
 - (b) Automobile Liability in an amount not less than \$1,000,000 combined single limit.
 - (c) Comprehensive General Liability in an amount not less than \$5,000,000 combined single limit. In the event the policy is a Claims Made policy, coverage shall include an aggregate of \$10,000,000.
- Before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the RAILROAD.
- (a) Statutory Worker's Compensation and Employer's Liability insurance.
 - (b) Automobile Liability in an amount not less than \$1,000,000 combined single limit.
 - (c) An occurrence form Railroad Protective Policy with limits of not less than \$5,000,000 per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property, with \$10,000,000 aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

BOTH POLICIES MUST NAME:

Chicago, Central & Pacific Railroad Company and its Parents
17641 South Ashland Avenue
Homewood, IL 60430
Reference Document No. P-12130

as the insured, and shall provide for not less than ten (10) days prior written notice to the Railroad as cancellation of, or any materials change, in the policy.

- ☐ Please complete and return the enclosed application form.
- ☐ This notification is not subject to the rules adopted pursuant to Chapter 42 of the Iowa Administrative Code. All of the items marked below must be resolved before the Railroad will begin processing your submittals as satisfactory notification. Please send the requested information to:

Chicago, Central & Pacific Railroad Company
Attn: CN Utilities
17641 South Ashland Avenue
Homewood, IL. 60430

Notification does not include:

- ☐ A legible scaled drawing.
- ☐ A legible detailed cross section.
- ☐ Legal description.
- ☐ An emergency contact and telephone number as required by Chapter 42
- ☐ Who will perform construction (e.g. internal labor, contractor)?
- ☐ The owner of the proposed facility.
PLEASE PROVIDE THE NAME, ADDRESS, TELEPHONE NUMBER AND CONTACT PERSON FOR THE OWNER OF THE FACILITY.
- ☐ Description of materials involved. (e.g. type of wire, cable, pipe crossing) - install 28 strand of fiber optic cable with 2 inch HDPE (4) with 7 HDPE inner ducts each
- ☐ Type and size of facility.
- ☐ **Because of the lack of data submitted with your notification, or your specifications do not meet railroad construction requirements; the railroad does not accept it as meeting the requirements of notification. Your notification will be complete upon receipt of the information requested and the required documents will be processed. Any attempt to construct before the documents are prepared and executed, will be viewed as trespassing and the construction will be halted and _____ (Consultant/Contractor) and _____ (Facility Owner) will be prosecuted to the fullest extent of the law.**
- ☐ A \$750.00 deposit is required to begin permit processing. (PAID)
- ☐ Please provide vicinity map showing cross streets and the location of the project.
- ☐ Profile of crossing.
- ☐ Is this being installed at an existing public road crossing?
- ☐ The casing shall extend a minimum of the entire width of Railroad right of way. In addition, the casing pipe shall be a minimum of 5'6" below the track and extend a minimum of 3' beyond the toe or top of a slope or ditch and must be sealed.
- ☐ A steel casing pipe with an E-80 loading capacity is required for installation of a PVC or PLASTIC CONDUIT. The casing pipe must be bored and jacked with a minimum depth of 5.5' from the bottom of the rail to the top of the casing and shall extend the entire width of the Railroad right of way. In addition, the casing pipe shall be sealed and vented on each side of the tracks outside of the railroad right of way line (see enclosed specifications).
- ☐ The tracks have been removed but the right of way is still owned by Chicago, Central & Pacific Railroad Company and construction is required as though rails are still there.
- ☐ Road right of way width of Mines of Spain Road (DOT#306952G)
- ☐ Construction is not permitted until both parties agree procedures and all fees are paid.
- ☐ You are proposing to directionally bore a _____ " natural gas main without a casing pipe, Chicago, Central & Pacific Railroad Company requires that any uncased gas mains be installed in accordance with Part 5, Section 5.2 of the American Railway Engineering and Maintenance Associations Manual for Railway Engineering.
- X **You must CONTACT Chicago, Central & Pacific Railroad Company five (5) working days prior to construction. The contact information can be found below.**
- X **PER CHAPTER 42 YOU ARE REQUIRED TO PROVIDE THE RAILROAD NOTICE OF CONSTRUCTION A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CONSTRUCTION. NOTE: CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY IS NOT ASSOCIATED WITH DIGGERS / JULIE / MISS DIG / GOLPHER ON CALL.**
- X **Signal Wire Location**
- X **Flagger**

Signal Wire Location & Railroad Flagger:
Chicago, Central & Pacific Railroad Company
CN Flagging-US
17641 South Ashland Ave
Homewood, IL 60430
US.Flagging@CN.CA



CN System Engineering

Ben Beatty
Design and Construction
Field Engineer
17641 Ashland Ave
Homewood, IL 60430

December 27, 2023

Todd Irwin
City of Dubuque
50 W 13th Street
Dubuque, IA 52001

Subject: P-12133: Chicago, Central & Pacific Railroad Company, DUBUQUE Subdivision, MP 186.61 - 186.61

CN Engineering Design & Construction has reviewed the request to install a 30-inch PVC sanitary sewer force main carrier pipe in a 42-inch steel. There are no engineering objections provided the following occurs:

- 1.) CN Utility Locate Required.
- 2.) CN's operations are not to be impaired or effected by any of the described work.
- 3.) A flagman, railroad representative is to be present during any and all work on, over, under or near railroad property.
- 4.) All employees of contractors not hired by CN that will work on, over, under or near CN property are required to have, at a minimum, safety certification with www.contractororientation.com and the railroad representative will be responsible for verifying and documenting said certifications.
- 5.) Installer must monitor top of rail elevations via daily surveying for borings greater than 6 in. in size and that occur under CN tracks. A log of top of rail elevations may be requested at any time throughout the duration work.
- 5.) Any work that involves temporary traffic control plans or railroad grade crossings should follow the requirements of the current edition of MUTCD Section 8A.08 Temporary Traffic Control Zones and MUTCD Section 6. Traffic plan to be presented and discussed with Railroad Flagman / Railroad representative during every briefing.
- 7.) Once the bore commences, it must continue, without stopping, until it reaches the receiving pit.
- 8.) A Professional Engineer must be on site during the entire boring process. The PE will certify that the amount of material removed for the bore does not exceed the volume of the casing installed, and that the total as-built length of the casing does not exceed the sum of its parts.

This letter shall be valid for a period of two (2) years from the date herein. If the work has not been completed by then, the application will need to be reviewed again to ensure it is in accordance with all applicable regulatory requirements and standards.

Sincerely,

Ben Beatty
CN Field Engineer



UTILITY CROSSING AND / OR ENCROACHMENT

Date: 12-27-23 Facility Owner: City of Dubuque
Document No.: P-12133 50 W 13th Street
Work Order No.: _____ Dubuque, IA 52001
Location: Near Private Road (DOT#306955C) _____
Road; Street; Avenue
____ 1/4, ____ 1/4, Section _____, T _____, R _____ Telephone No.: 563-589-4270
City of: Dubuque Fax No.: _____
County: Dubuque State: IA 24 Hr. Emergency No.: _____
Line Segment: _____ Milepost: 186.61 Attention: Todd Irwin
Survey Station: Dubuque Sub

This is not valid unless it indicates that Chicago, Central & Pacific Railroad Company has received all the information requested. If any of the boxes are checked that information must be provided before the project is approved and valid.

CHECKLIST

It appears that your notification is deficient in the following aspects: (When returning information checked in the boxes please refer to the document number.)

- ☐ Before the construction can begin, we must receive a certificate of insurance from the contractor/facility owner. The limits are as follows:
- (a) Statutory Workers' compensation and Employer's Liability insurance.
 - (b) Automobile Liability in an amount not less than \$1,000,000 combined single limit.
 - (c) Comprehensive General Liability in an amount not less than \$5,000,000 combined single limit. In the event the policy is a Claims Made policy, coverage shall include an aggregate of \$10,000,000.
- Before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the RAILROAD.
- (a) Statutory Worker's Compensation and Employer's Liability insurance.
 - (b) Automobile Liability in an amount not less than \$1,000,000 combined single limit.
 - (c) An occurrence form Railroad Protective Policy with limits of not less than \$5,000,000 per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property, with \$10,000,000 aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

BOTH POLICIES MUST NAME:

Chicago, Central & Pacific Railroad Company and its Parents
17641 South Ashland Avenue
Homewood, IL 60430
Reference Document No. P-12133

as the insured, and shall provide for not less than ten (10) days prior written notice to the Railroad as cancellation of, or any materials change, in the policy.

- ☐ Please complete and return the enclosed application form.
- ☐ This notification is not subject to the rules adopted pursuant to Chapter 42 of the Iowa Administrative Code. All of the items marked below must be resolved before the Railroad will begin processing your submittals as satisfactory notification. Please send the requested information to:

Chicago, Central & Pacific Railroad Company
Attn: CN Utilities
17641 South Ashland Avenue
Homewood, IL. 60430

Notification does not include:

- ☐ A legible scaled drawing.
- ☐ A legible detailed cross section.
- ☐ Legal description.
- ☐ An emergency contact and telephone number as required by Chapter 42
- ☐ Who will perform construction (e.g. internal labor, contractor)?
- ☐ The owner of the proposed facility.
PLEASE PROVIDE THE NAME, ADDRESS, TELEPHONE NUMBER AND CONTACT PERSON FOR THE OWNER OF THE FACILITY.
- ☐ Description of materials involved. (e.g. type of wire, cable, pipe crossing) - install a 30-inch PVC sanitary sewer force main carrier pipe in a 42-inch steel casing.
- ☐ Type and size of facility.
- ☐ **Because of the lack of data submitted with your notification, or your specifications do not meet railroad construction requirements; the railroad does not accept it as meeting the requirements of notification. Your notification will be complete upon receipt of the information requested and the required documents will be processed. Any attempt to construct before the documents are prepared and executed, will be viewed as trespassing and the construction will be halted and _____ (Consultant/Contractor) and _____ (Facility Owner) will be prosecuted to the fullest extent of the law.**
- ☐ A \$750.00 deposit is required to begin permit processing. (PAID)
- ☐ Please provide vicinity map showing cross streets and the location of the project.
- ☐ Profile of crossing.
- ☐ Is this being installed at an existing public road crossing?
- ☐ The casing shall extend a minimum of the entire width of Railroad right of way. In addition, the casing pipe shall be a minimum of 5'6" below the track and extend a minimum of 3' beyond the toe or top of a slope or ditch and must be sealed.
- ☐ A steel casing pipe with an E-80 loading capacity is required for installation of a PVC or PLASTIC CONDUIT. The casing pipe must be bored and jacked with a minimum depth of 5.5' from the bottom of the rail to the top of the casing and shall extend the entire width of the Railroad right of way. In addition, the casing pipe shall be sealed and vented on each side of the tracks outside of the railroad right of way line (see enclosed specifications).
- ☐ The tracks have been removed but the right of way is still owned by Chicago, Central & Pacific Railroad Company and construction is required as though rails are still there.
- ☐ Road right of way width.
- ☐ Construction is not permitted until both parties agree procedures and all fees are paid.
- ☐ You are proposing to directionally bore a _____ " natural gas main without a casing pipe, Chicago, Central & Pacific Railroad Company requires that any uncased gas mains be installed in accordance with Part 5, Section 5.2 of the American Railway Engineering and Maintenance Associations Manual for Railway Engineering.
- X **You must CONTACT Chicago, Central & Pacific Railroad Company five (5) working days prior to construction. The contact information can be found below.**
- X **PER CHAPTER 42 YOU ARE REQUIRED TO PROVIDE THE RAILROAD NOTICE OF CONSTRUCTION A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CONSTRUCTION. NOTE: CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY IS NOT ASSOCIATED WITH DIGGERS / JULIE / MISS DIG / GOLPHER ON CALL.**
- X **Signal Wire Location**
- X **Flagger**

Signal Wire Location & Railroad Flagger:
Chicago, Central & Pacific Railroad Company
CN Flagging-US
17641 South Ashland Ave
Homewood, IL 60430
US_Flagging@CN.CA



CN System Engineering

Ben Beatty
Design and Construction
Field Engineer
17641 Ashland Ave
Homewood, IL 60430

April 1, 2024

Todd Irwin
N/A
City of Dubuque
50 W 13th Street
Dubuque, IA 52001

Subject: P-12134: Chicago, Central & Pacific Railroad Company, DUBUQUE Subdivision, MP 186.61 - 186.61

CN Engineering Design & Construction has reviewed the request to install a 48-inch steel gravity sanitary sewer carrier pipe. There are no engineering objections provided the following occurs:

- 1.) CN Utility Locate Required.
- 2.) CN's operations are not to be impaired or effected by any of the described work.
- 3.) A flagman, railroad representative is to be present during any and all work on, over, under or near railroad property.
- 4.) All employees of contractors not hired by CN that will work on, over, under or near CN property are required to have, at a minimum, safety certification with www.contractororientation.com and the railroad representative will be responsible for verifying and documenting said certifications.
- 5.) Installer must monitor top of rail elevations via daily surveying for borings greater than 6 in. in size and that occur under CN tracks. A log of top of rail elevations may be requested at any time throughout the duration work.
- 6.) Any work that involves temporary traffic control plans or railroad grade crossings should follow the requirements of the current edition of MUTCD Section 8A.08 Temporary Traffic Control Zones and MUTCD Section 6. Traffic plan to be presented and discussed with Railroad Flagman / Railroad representative during every briefing.
- 7.) Once the bore commences, it must continue, without stopping, until it reaches the receiving pit.
- 8.) A Professional Engineer must be on site during the entire boring process. The PE will certify that the amount of material removed for the bore does not exceed the volume of the casing installed, and that the total as-built length of the casing does not exceed the sum of its parts.

This letter shall be valid for a period of two (2) years from the date herein. If the work has not been completed by then, the application will need to be reviewed again to ensure it is in accordance with all applicable regulatory requirements and standards.

Sincerely,

Ben Beatty
CN Field Engineer



UTILITY CROSSING AND / OR ENCROACHMENT

Date: 4-1-24 Facility Owner: City of Dubuque
Document No.: P-12134 50 W 13th Street
Work Order No.: _____ Dubuque, IA 52001
Location: Old Mill Road (DOT#306955C) _____
Road; Street; Avenue
____ 1/4, ____ 1/4, Section _____, T _____, R _____ Telephone No.: 563-589-4270
City of: Dubuque Fax No.: _____
County: Dubuque State: IA 24 Hr. Emergency No.: _____
Line Segment: _____ Milepost: 186.61 Attention: Todd Irwin
Survey Station: Dubuque sub

This is not valid unless it indicates that Chicago, Central & Pacific Railroad Company has received all the information requested. If any of the boxes are checked that information must be provided before the project is approved and valid.

CHECKLIST

It appears that your notification is deficient in the following aspects: (When returning information checked in the boxes please refer to the document number.)

- ☐ Before the construction can begin, we must receive a certificate of insurance from the contractor/facility owner. The limits are as follows:
- (a) Statutory Workers' compensation and Employer's Liability insurance.
 - (b) Automobile Liability in an amount not less than \$1,000,000 combined single limit.
 - (c) Comprehensive General Liability in an amount not less than \$5,000,000 combined single limit. In the event the policy is a Claims Made policy, coverage shall include an aggregate of \$10,000,000.
- Before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the RAILROAD.
- (a) Statutory Worker's Compensation and Employer's Liability insurance.
 - (b) Automobile Liability in an amount not less than \$1,000,000 combined single limit.
 - (c) An occurrence form Railroad Protective Policy with limits of not less than \$5,000,000 per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property, with \$10,000,000 aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property.

BOTH POLICIES MUST NAME:

Chicago, Central & Pacific Railroad Company and its Parents
17641 South Ashland Avenue
Homewood, IL 60430

Reference Document No. P-12134

as the insured, and shall provide for not less than ten (10) days prior written notice to the Railroad as cancellation of, or any materials change, in the policy.

- ☐ Please complete and return the enclosed application form.
- ☐ This notification is not subject to the rules adopted pursuant to Chapter 42 of the Iowa Administrative Code. All of the items marked below must be resolved before the Railroad will begin processing your submittals as satisfactory notification. Please send the requested information to:

Chicago, Central & Pacific Railroad Company
Attn: CN Utilities
17641 South Ashland Avenue
Homewood, IL. 60430

Notification does not include:

- ☐ A legible scaled drawing.
- ☐ A legible detailed cross section.
- ☐ Legal description.
- ☐ An emergency contact and telephone number as required by Chapter 42
- ☐ Who will perform construction (e.g. internal labor, contractor)?
- ☐ The owner of the proposed facility.
PLEASE PROVIDE THE NAME, ADDRESS, TELEPHONE NUMBER AND CONTACT PERSON FOR THE OWNER OF THE FACILITY.
- ☐ Description of materials involved. (e.g. type of wire, cable, pipe crossing) - install a 48-inch steel gravity sanitary sewer carrier pipe
- ☐ Type and size of facility.
- ☐ **Because of the lack of data submitted with your notification, or your specifications do not meet railroad construction requirements; the railroad does not accept it as meeting the requirements of notification. Your notification will be complete upon receipt of the information requested and the required documents will be processed. Any attempt to construct before the documents are prepared and executed, will be viewed as trespassing and the construction will be halted and _____ (Consultant/Contractor) and _____ (Facility Owner) will be prosecuted to the fullest extent of the law.**
- ☐ A deposit is required to begin permit processing.(PAID)
- ☐ Please provide vicinity map showing cross streets and the location of the project.
- ☐ Profile of crossing.
- ☐ Is this being installed at an existing public road crossing?
- ☐ The casing shall extend a minimum of the entire width of Railroad right of way. In addition, the casing pipe shall be a minimum of 5'6" below the track and extend a minimum of 3' beyond the toe or top of a slope or ditch and must be sealed.
- ☐ A steel casing pipe with an E-80 loading capacity is required for installation of a PVC or PLASTIC CONDUIT. The casing pipe must be bored and jacked with a minimum depth of 5.5' from the bottom of the rail to the top of the casing and shall extend the entire width of the Railroad right of way. In addition, the casing pipe shall be sealed and vented on each side of the tracks outside of the railroad right of way line (see enclosed specifications).
- ☐ The tracks have been removed but the right of way is still owned by Chicago, Central & Pacific Railroad Company and construction is required as though rails are still there.
- ☐ Road right of way width of Old Mill Road (DOT#306955C)
- ☐ Construction is not permitted until both parties agree procedures and all fees are paid.
- ☐ You are proposing to directionally bore a _____ " natural gas main without a casing pipe, Chicago, Central & Pacific Railroad Company requires that any uncased gas mains be installed in accordance with Part 5, Section 5.2 of the American Railway Engineering and Maintenance Associations Manual for Railway Engineering.
- X **You must CONTACT Chicago, Central & Pacific Railroad Company five (5) working days prior to construction. The contact information can be found below.**
- X **PER CHAPTER 42 YOU ARE REQUIRED TO PROVIDE THE RAILROAD NOTICE OF CONSTRUCTION A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO CONSTRUCTION. NOTE: CHICAGO, CENTRAL & PACIFIC RAILROAD COMPANY IS NOT ASSOCIATED WITH DIGGERS / JULIE / MISS DIG / GOLPHER ON CALL.**
- X **Signal Wire Location**
- X **Flagger**

Signal Wire Location & Railroad Flagger:
Chicago, Central & Pacific Railroad Company
CN Flagging-US
17641 South Ashland Ave
Homewood, IL 60430
US_Flagging@CN.CA

FEDERAL WAGE RATES

Superseded General Decision Number: IA20230003

State: Iowa

Construction Type: Heavy Sewer/Water Treating Plant

Counties: Iowa Statewide.

EXCEPT SCOTT COUNTY

SEWER AND WATER TREATMENT PLANTS ONLY

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

	Rates	Fringes
Carpenters (ALL OF THE STATE OF IOWA, except the named cities and counties listed below:)).....\$ 27.26		13.68
Carpenters (BURLINGTON AND KEOKUK)).....\$ 29.53		17.49
Carpenters (CLINTON COUNTY, City of Clinton)).....\$ 29.53		17.49
Carpenters (CLINTON, DUBUQUE, JOHNSON, LOUISA, MUSCATNE, DES MOINES, CEDAR and LEE COUNTIES, Except any of the previously named cities)).....\$ 25.45		15.49
Carpenters (COUNCIL BLUFFS)).....\$ 33.33		13.68
Carpenters (DUBUQUE COUNTY (City of Dubuque)).....\$ 29.53		17.49
Carpenters (FORT MADISON)).....\$ 29.53		17.49
Carpenters (IOWA CITY)).....\$ 29.53		17.49
Carpenters (LINN COUNTY)).....\$ 33.58		17.49
Carpenters (MUSCATINE COUNTY, City of Muscatine)).....\$ 27.97		18.50
Carpenters (POLK COUNTY)).....\$ 37.53		13.54
Carpenters (SIOUX CITY)).....\$ 33.33		13.68
Carpenters (WATERLOO/CEDAR FALLS)).....\$ 29.53		17.49
Cement mason (ALL OF THE STATE OF IOWA, except for the named cities and counties listed below:)).....\$ 27.40		11.05
Cement mason (BURLINGTON AND KEOKUK)).....\$ 36.89		11.05
Cement mason (CLINTON COUNTY, City of Clinton)).....\$ 36.89		11.05
Cement mason (CLINTON, DUBUQUE, JOHNSON, LOUISA, MUSCATINE, DES MOINES, CEDAR and LEE COUNTIES, Except any of the previously named cities)).....\$ 31.53		11.05
Cement mason (COUNCIL BLUFFS))....\$ 33.55		11.05
Cement mason (DUBUQUE COUNTY (City of Dubuque)).....\$ 36.98		11.05

Cement mason (FORT MADISON).....\$ 35.45	11.05
Cement mason (IOWA CITY).....\$ 36.89	11.05
Cement mason (LINN COUNTY).....\$ 36.89	11.05
Cement mason (MUSCATINE COUNTY).....\$ 36.89	11.05
Cement mason (POLK COUNTY).....\$ 36.89	11.05
Cement mason (SIOUX CITY).....\$ 34.17	11.05
Cement mason (WATERLOO/CEDAR FALLS).....\$ 31.68	11.05
IRONWORKER (ALL OF THE STATE OF IOWA, except for the named cities or counties listed below:.....\$ 23.75	16.37
IRONWORKER (BURLINGTON AND KEOKUK).....\$ 28.58	16.37
IRONWORKER (CLINTON COUNTY, City of Clinton).....\$ 35.04	16.37
IRONWORKER (CLINTON, DUBUQUE, JOHNSON, LOUISA, MUSCATINE, DES MOINES, CEDAR and LEE COUNTIES, Except any of the previously named cities).....\$ 23.75	16.37
IRONWORKER (COUNCIL BLUFFS).....\$ 24.15	16.37
IRONWORKER (DUBUQUE COUNTY (City of Dubuque)).....\$ 27.53	16.37
IRONWORKER (FORT MADISON).....\$ 28.58	16.37
IRONWORKER (IOWA CITY).....\$ 27.53	16.37
IRONWORKER (LINN COUNTY).....\$ 27.53	16.37
IRONWORKER (MUSCATINE COUNTY)....\$ 35.04	16.37
IRONWORKER (POLK COUNTY).....\$ 27.37	16.37
IRONWORKER (SIOUX CITY).....\$ 18.57	16.37
IRONWORKER (WATERLOO/CEDAR FALLS).....\$ 27.53	16.37
LABORERS (ALL OF THE STATE OF IOWA, except for the named cities and counties listed below:.....\$ 25.14	9.38
LABORERS (BURLINGTON AND KEOKUK).....\$ 30.11	9.38
LABORERS (CLINTON COUNTY, City of Clinton).....\$ 29.52	9.38

LABORERS (CLINTON, DUQUOIS, JOHNSON, LOUISA, MUSCATINE, DES MOINES, CEDAR and LEE COUNTIES, Except any of the previously named cities).....	\$ 26.89	9.38
LABORERS (COUNCIL BLUFFS).....	\$ 26.89	9.38
LABORERS (DUBUQUE COUNTY (City of Dubuque)).....	\$ 26.89	9.38
LABORERS (FORT MADISON).....	\$ 30.11	9.38
LABORERS (IOWA CITY).....	\$ 28.35	9.38
LABORERS (LINN COUNTY).....	\$ 30.87	9.38
LABORERS (MUSCATINE COUNTY (City of Muscatine)).....	\$ 30.35	9.38
LABORERS (POLK COUNTY).....	\$ 30.77	9.38
LABORERS (SIOUX CITY).....	\$ 26.89	9.38
LABORERS (WATERLOO/CEDAR FALLS).....	\$ 26.89	9.38
OPERATOR: Power Equipment (POLK, WARREN, DALLAS, STORY & JASPER COUNTIES)		
SEWER		
Class A.....	\$ 36.00	14.55
Class B.....	\$ 34.30	14.55
Class C.....	\$ 31.91	14.55
WATER		
Class A.....	\$ 35.73	14.55
Class B.....	\$ 34.03	14.55
Class C.....	\$ 31.65	14.55
Power Equipment Operator (ALL OF THE STATE OF IOWA, except for the named cities and counties listed below:)		
Class A.....	\$ 35.73	14.55
Class B.....	\$ 34.03	14.55
Class C.....	\$ 31.65	14.55
Power Equipment Operator (BURLINGTON AND KEOKUK)		
Class A.....	\$ 34.50	31.85
Class B.....	\$ 31.85	31.85
Power Equipment Operator (CLINTON COUNTY, City of Clinton)		
Class A.....	\$ 34.50	31.85
Class B.....	\$ 31.85	31.85
Power Equipment Operator (CLINTON, LOUISA, MUSCATINE, DES MOINES, CEDAR and LEE COUNTIES, Except any of the previously named cities)		
Class A.....	\$ 34.50	31.85
Class B.....	\$ 31.85	31.85

Power Equipment Operator
(COUNCIL BLUFFS)

SEWER

Class A.....	\$ 36.00	14.55
Class B.....	\$ 34.30	14.55
Class C.....	\$ 31.91	14.55

WATER

Class A.....	\$ 35.73	14.55
Class B.....	\$ 34.03	14.55
Class C.....	\$ 31.65	14.55

Power Equipment Operator
(DUBUQUE COUNTY (Including
City of Dubuque) and JOHNSON
COUNTY)

SEWER

Class A.....	\$ 36.00	14.55
Class B.....	\$ 34.30	14.55
Class C.....	\$ 31.91	14.55

WATER

Class A.....	\$ 35.73	14.55
Class B.....	\$ 34.03	14.55
Class C.....	\$ 31.65	14.55

Power Equipment Operator
(FORT MADISON)

Class A.....	\$ 34.50	31.85
Class B.....	\$ 31.85	31.85

Power Equipment Operator
(IOWA CITY)

SEWER

Class A.....	\$ 36.00	14.55
Class B.....	\$ 34.30	14.55
Class C.....	\$ 31.91	14.55

WATER

Class A.....	\$ 35.73	14.55
Class B.....	\$ 34.03	14.55
Class C.....	\$ 31.65	14.55

Power Equipment Operator
(LINN COUNTY)

SEWER

Class A.....	\$ 36.00	14.55
Class B.....	\$ 34.30	14.55
Class C.....	\$ 31.91	14.55

WATER

Class A.....	\$ 35.73	14.55
Class B.....	\$ 34.03	14.55
Class C.....	\$ 31.91	14.55

Power Equipment Operator
(MUSCATINE COUNTY)

Class A.....	\$ 34.50	31.85
Class B.....	\$ 31.85	31.85

Power Equipment Operator
(SIOUX CITY)

SEWER

Class A.....	\$ 36.00	14.55
Class B.....	\$ 34.30	14.55
Class C.....	\$ 31.91	14.55

WATER

Class A.....	\$ 35.73	14.55
--------------	----------	-------

Class B.....	\$ 34.03	14.55
Class C.....	\$ 31.91	14.55
Power Equipment Operator (WATERLOO/CEDAR FALLS)		
SEWER		
Class A.....	\$ 36.00	14.55
Class B.....	\$ 34.30	14.55
Class C.....	\$ 31.91	14.55
WATER		
Class A.....	\$ 35.73	14.55
Class B.....	\$ 34.03	14.55
Class C.....	\$ 31.91	14.55
Truck drivers (ALL OF THE STATE OF IOWA, except for the named cities and counties listed below:)		
.....	\$ 21.66	10.50
Truck drivers (BURLINGTON AND KEOKUK)		
.....	\$ 24.59	10.50
Truck drivers (CLINTON COUNTY, City of Clinton)		
.....	\$ 25.03	10.50
Truck drivers (CLINTON, DUBUQUE, JOHNSON, LOUISA, MUSCATINE, DES MOINES, CEDAR and LEE COUNTIES, Except any of the previously named cities)		
.....	\$ 22.76	10.50
Truck drivers (COUNCIL BLUFFS)		
.....	\$ 25.68	10.50
Truck drivers (DUBUQUE COUNTY (City of Dubuque))		
.....	\$ 24.06	10.50
Truck drivers (FORT MADISON)		
.....	\$ 24.59	10.50
Truck drivers (IOWA CITY)		
.....	\$ 26.34	10.50
Truck drivers (LINN COUNTY)		
.....	\$ 27.10	10.50
Truck drivers (MUSCATINE COUNTY)		
.....	\$ 24.59	10.50
Truck drivers (POLK COUNTY)		
.....	\$ 25.68	10.50
Truck drivers (SIOUX CITY)		
.....	\$ 23.28	10.50
Truck drivers (WATERLOO/CEDAR FALLS)		
.....	\$ 24.21	10.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

CLASS A: Asphalt laydown machine, Asphalt Plant Operator, Asphalt heater-planer unit, Backhoe, Bulldozer, Central Mix Plant, Concrete Pump, Crawler Tractor Pulling Scraper, Dredge Engineer, Dredge Leverman, Front-end Loader (over 2 yds), Group Equipment Greaser (unsupervised), Horizontal boring machine, Master Mechanic, Milling Machine, Motor Patrol, Portland Concrete Paver, Power Shovel, Crane & Dragline, Pushcat, Scraper (10 yards & over or finish), Self-propelled Elevation Grader or Similar Machine, Sideboom Tractor, Subgrader (or equivalent), Tow Push Boat

or Work Boat, Trenching Machine (Cleveland 80 or similar capacity).

CLASS B: Asphalt Distributor, Asphalt Finish Roller, Asphalt Screed, Belt Loader or Similar Machine, Bullfloat, Churn or Rotary Drill, Concrete Widening Machine, Concrete Curbing Machine, Conveyor, Crawler Tractor - Pulling ripper, Disc, Sheepsfoot or Roller, Deckhand/Oiler, Finishing Machine (on concrete), Flex-plane, forklift, Form Grader, Front-end Loader (under 2 years), Group greaser (supervised), Haiss loader or similar, Mechanic-welder, Offroad articulated hauler, Paving breaker pumps (over 3"), Screening & wash plant, Skid loader, Spreader Operator, Self-propell Roller (other than asphalt), Self-propelled vibrating compactor, shoulder machine, Trenching Machine (other than above), Water wagon on compaction.

CLASS C: Asphalt Roller (other than finish), Boiler, Boom & Winch Truck, Compressor, Concrete Spreader, Belt Placer, Farm Type or Utility Tractor with attachments (under 50 hp), Group Greaser Light plant, Mechanical Broom, Mechanical Heater, Oiler, Pile Hammer Power Unit, Pump (Other than Dredge), Pumps (3" and under), Pumps on well points & deep wells for dewatering, Safety Boat, Truck Crane combination Driver Oiler, Welding Machine.

FOOTNOTE:

IRONWORKERS: (Setting of all structural steel and reinforcing steel installation)

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION"

Superseded General Decision Number: IA20230065

State: Iowa

Construction Type: Building

County: Dubuque County in Iowa.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	03/01/2024
3	04/12/2024
4	05/17/2024
5	05/31/2024

ASBE0081-001 06/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 32.96	23.45

BOIL0083-009 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 41.52	30.36

BRIA0003-007 05/01/2023

	Rates	Fringes
BRICKLAYER.....	\$ 27.11	16.10

CARP0678-007 05/01/2023

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Form work, and Metal Stud Installation).....	\$ 26.64	23.36

CARP2158-004 06/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 33.70	27.26

ELEC0704-001 06/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 37.05	4%+17.45

* ELEV0033-002 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 53.94	37.885+a+b

FOOTNOTES:

A. Employer contributes 8% of regular basic hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for employees with less than 5 years of

service.

B. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving; & Christmas Day.

ENGI0234-003 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Backhoe/Excavator/Trackhoe..	\$ 34.90	17.75
Loader.....	\$ 33.52	17.75
Paver(All Types), Roller....	\$ 31.19	17.75

IRON0089-002 05/01/2023

	Rates	Fringes
IRONWORKER (Ornamental).....	\$ 31.81	23.34
IRONWORKER (Structural).....	\$ 31.81	23.34

IRON0111-002 07/01/2023

	Rates	Fringes
IRONWORKER (Reinforcing).....	\$ 36.73	29.71

LABO0043-001 05/01/2023

	Rates	Fringes
LABORER (Common or General).....	\$ 23.58	16.53

LABO0043-014 05/01/2023

	Rates	Fringes
LABORER (Pipelayer).....	\$ 23.58	16.53

PAIN0447-003 05/01/2023

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 28.30	10.80
Spray.....	\$ 28.30	10.80

PLUM0125-005 05/01/2024

	Rates	Fringes
PLUMBER.....	\$ 37.48	21.94

PLUM0125-006 05/01/2024

	Rates	Fringes
PIPEFITTER (Includes HVAC		
Pipe Installation).....	\$ 37.48	21.94

SFIA0669-002 04/01/2024

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.04	25.83

SHEE0263-007 05/01/2020

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Unit Installation).....	\$ 35.78	19.72

SUIA2016-040 07/19/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 21.66	2.47
FLOOR LAYER: Floor Coating/Epoxy.....	\$ 22.43	0.00
LABORER: Mason Tender - Brick...	\$ 19.39	8.17
OPERATOR: Bulldozer.....	\$ 26.13	13.56
OPERATOR: Crane.....	\$ 24.15	8.10
OPERATOR: Forklift.....	\$ 22.96	7.49
ROOFER.....	\$ 21.92	5.07

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION"

CN REQUEST FOR FLAGGING SERVICES AND CABLE LOCATION FORM

CN Request for Flagging Services and Cable Location

Project Information:	
Please fill in each cell for processing	
Is this a new project?	Select answer
List CN Project # (Example SO# 123456, Network# R1234, PSC-132):	
Contractor's Right of Entry (ROE), License, or Permit #:	
Date of Agreement for ROE, License or Permit:	
Termination Date of Agreement for ROE, License or Permit (if applicable):	
Does the scope of work include underground, pile driving, excavation or other activities which would require a Railroad Cable Locate? Note: railroad cables and fibers are not part of any state utility locate programs. If a contractor shows up on site to perform work that requires a cable locate and it was not requested, the flagger will shut down the project	
Does your project require vehicular traffic to be shifted out of its intended lane against the current of traffic at a railroad grade crossing?	Select answer
Railroad Subsidiary (listed on your agreement):	Select Railroad Subsidiary
Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least 10 business days in advance of proposed performance of any work or access to Railroad Company property. Dates requested are subject to Flagging's availability. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities. <i>You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License or Formal Agreement in addition to any necessary flagging before you may enter CN property.</i>	
Flagging Protection Schedule:	
Requested Dates for Flagger Protection: Dates requested are subject to Flagging Co. availability and any project needing a cable locate will need 10 days minimum advance notice. This should be considered when requesting dates for flagging.	
Estimated Duration (in days) for Flagger:	
Estimated Work Schedule (example Mon. – Sat.)	
Daily Start Time / End Time (example 0700 to 1700 etc.): (Flagger start and end time may vary based on type of protection)	
Flagging Protection Location:	
Railroad Mile Post (MP):	
Railroad Subdivision:	
Project's Location (Street location/intersection):	
Project - City / State:	
Project Description (example HDD, Jack and Bore, Encroachment, Underground or Overhead Pipeline / Wireline crossing, etc.):	
Location for flagger to report:	
Field Contact Person(s):	1st Alternate
Mobile Phone Number(s):	1st Alternate
Email Addresses:	

CN Request for Flagging Services and Cable Location

Billing Information:			
Company Name:			
Contact Name:			
E-Mail:			
Billing Address:			
City/State:			
ZIP Code:			
Company Phone:			
Electronic Payment Instructions		Payment Information	
Financial Institution	HARRIS TRUST AND SAVINGS BANK 311 WEST MONROE, CHICAGO, IL	Customer Number (if available)	
Account Name	Grand Trunk Western	CN Contact	
Account	274-733-5	Service Requested (Flagging MP, Request Date)	
US ROUTING (ABA)	071 000 288		
Remittance Details	nfcashmanagement@cn.ca	Prepayment Amount	
Please send payment remittance details and copy of this flagging request to nfcashmanagement@cn.ca			

Before Flagging Service is provided:
CN required online training must be completed before Flagging Protection will be scheduled.
Prepayment must be received before Flagging Protection will be scheduled.
There is an 8-hour minimum per day. The base rate for Flagging Protection is \$2,500 for 11 hours. Additional overtime hours must be prepaid at the rate of \$275.00 per hour. Weekends and Holidays must be prepaid at the overtime rate of \$3,025 / 11 hour minimum. (Rates Effective October 1, 2023.)
If additional days of flagging protection are required, they must be prepaid in advance.
Any prepayment not used can be refunded.
Railroad Cable Location must be prepaid, the cost is \$975.00 per locate.

This completed form must be sent with a map, confirmation of electronic prepayment, and proof of insurance to US_Flagging@cn.ca.

CN Flagging Department

US Flagging
T: 248-914-9695
17641 South Ashland Avenue
Homewood, IL 60430
US_Flagging@cn.ca

I, _____, agree to pay for flagging and/or cable locate services as requested _____ .

Print Name Signature

SPECIAL PROVISIONS

SPECIAL PROVISIONS

An out-of-State contractor, before commencing a contract in excess of \$5,000.00, shall, pursuant to Iowa Code 91C.7(2), file a bond with the Division of Labor Services of the Department of Employment Services. The Surety Bond shall be executed by a Surety Company authorized to do business in the State of Iowa, and the bond shall be continuous in nature until canceled by the Surety with not less than 30 days written notice to the contractor and to the Division of Labor Services of the Department of Employment Services indicating the Surety's desire to cancel the bond. The bond shall be in the sum of the greater of the following amounts:

- a. \$1,000.00
- b. 5% of the contract price

Release of the bond shall be conditioned upon the payment of all taxes, including contributions due under the unemployment compensation insurance system, penalties, interest, and related fees, which may accrue to the State of Iowa or its subdivision on account of the execution and performance of the contract. If any time during the term of the bond the Department of Revenue and Finance determines that the amount of the bond is not sufficient to cover the tax liabilities accruing to the State of Iowa or its subdivision, the Department will require the bond to be increased by an amount the Department deems sufficient to cover the tax liabilities accrued and to accrue under the contract, as provided under Iowa Code 91C.7(2).

If it is determined that this subsection may cause denial of Federal Funds which would otherwise be available, or would otherwise be inconsistent with requirements of Federal law, this section shall be suspended, but only the extent necessary to prevent denial of the funds or to eliminate the inconsistency with Federal requirements.

CN CUSTOMER SAFETY HANDBOOK, SEPTEMBER 2022



CUSTOMER SAFETY HANDBOOK

SEPTEMBER 2022



SUMMARY OF CHANGES

September 2022		
Page 9	Keeping Equipment Clear of Other Tracks	Added definitions for fouling point, foul zone, and clearance marker.
Page 19	Switches	Added an image featuring a switch cube indicator.
Page 27	Monthly Customer Safety Checklist	Updated the track inspection guideline, to state that the track gauge should be between 56 and 57.5 inches.
July 2022		
Page 9	Keeping Equipment Clear of Other Tracks	Added CN's recommendation for customers to use bright green paint as a clearance marker for the foul zone.
Page 19	Switches	Added a section on best practices for switches, and CN's recommendation for the use of a switch direction cube indicator.
Page 20	Safe Clearance Envelope for Spurs & Industrial Tracks	Added definition of vertical clearance specifications as well as the indication that government regulations may require more stringent clearance requirements. It is imperative that are customers are aware of the regulations for their respective areas.
Page 24	Best Practices for Dangerous Goods/Hazardous Materials	Added a resource for general guidelines and procedures for the securement of tank cars.
Page 28	Monthly Customer Safety Checklist	Added the checklist.

LIFE CRITICAL RULES

There are nine areas where Life Critical Rules apply to our customers. You can find the groups below and each rule described in more detail within the pages of the Customer Safety Handbook. Each rule has been identified with a Life Critical Rule icon.

Let's continue to work together to ensure that we all go home safely, every single day. The Life Critical Rules are:

- Leaving Equipment in the Clear
- Going Between Equipment
- Protective Measures When Working on or Near Tracks
- Securing Unattended Equipment
- Derails properly positioned, locked, and free of defect
- Proper Loading/Unloading Procedures
- Restricted Clearances
- Non-Accidental Release of Dangerous Goods / Hazardous Materials
- Switches Properly Aligned and Free of Defects and Ice



TABLE OF CONTENTS

CONTACTS	5
OUR SAFETY STRATEGY	6
WORKING WITH RAIL EQUIPMENT	
MOVING RAILCARS THE RIGHT WAY	7
PROTECTIVE MEASURES	11
RAILCAR SECUREMENT: ALL ABOUT BRAKES	12
DERAILS: THE DOS AND DON'TS	14
RAILROAD INFRASTRUCTURE & EQUIPMENT DESIGN	
SHIPMENT QUALITY TEAM	16
LOADING AND UNLOADING PROCEDURES	17
CARLOAD SERVICE	17
INTERMODAL SERVICE	18
TRACK STRUCTURE & SUPPORTING ROADBEDS	18
SWITCHES	19
RAILCAR DESIGN SAFETY ISSUES	19
OVERLOADS	19
WHEELS & BEARINGS	19
SAFETY AROUND TRACKS	
MAINTAINING THE SAFETY ENVELOPE AROUND TRACKS	20
CUSTOMER GATE SAFETY	21
TAKING CARE OF YOUR TRACKS	22
TRANSPORTATION OF DANGEROUS GOODS & HAZARDOUS MATERIALS	23
PREPARE FOR WINTER	26
SAFETY RESOURCES	
MONTHLY CUSTOMER SAFETY CHECKLIST	28
WHILE ON OUR PROPERTY	29
IN THE EVENT OF AN EMERGENCY	30
ADDITIONAL RESOURCES	31
APPENDIX	32

CONTACTS

CN

- 935 rue de la Gauchetière ouest, Montreal, Quebec H3B 2M9
- Safety Department: www.cn.ca/safety
- Shipment Quality: loadplan@cn.ca or www.cn.ca/shipmentquality
- General Information: 1-888-888-5909

EMERGENCY SITUATIONS – 24-HOUR KEY CONTACTS

CN 24 HR EMERGENCY LINE

1-800-661-3963

CN POLICE

1-800-465-9239 (option 3)

- Trespassers, vandalism, damage to CN property.
- Railroad crossing concerns, violations, accidents.
- An accident poses an immediate threat to the public.
- Equipment or materials within the CN main track or CN siding (10 m/30 ft from the side gauge of a CN main track or CN siding)
- Equipment, materials or obstructions within the Industrial siding clearance envelope (1.83 m/6 ft from the side gauge of the nearest industry track or spur).
- Damage to any switch, derail, sign, rail, or track structure.
- Any other condition or situation which might cause injury, damage, or derailment.

CN CUSTOMER SERVICE

1-866-926-7245

- Changes to any structures, ramps, loading docks, ground conditions, temporary piles, parked vehicles, etc., within the track clearance envelope:
 - Within 1.83m/6 ft from the side gauge of the nearest industry track
 - Equipment, materials, or obstruction within 10 m/30 ft of the nearest CN main track or CN siding except in the presence of a CN representative or unless explicitly permitted by CN,
- Derails left unlocked or in a non-derailing position.
- Railcars that are fit for loading but have incurred damage or damage has been observed.

OUR SAFETY STRATEGY

Safety is a core value at CN. We all have an important role to play—we need to look out for each other. This means keeping our railroad, our employees, our communities, our customers, and their goods safe.

At CN we integrate safety into daily operations. It includes developing a strong safety culture, and having safety goals, performance targets, risk assessments, safety rules and procedures, and evaluation processes.

We promote our culture of safety knowledge and practices with safety summits, peer-to-peer communication, on-boarding, and intensive training programs for new and existing employees. We have two facilities: in Winnipeg and Homewood, specifically for training our new generation of safety-minded railroaders. Our training doesn't stop there. We have a structured on-the-job training program in which a trainee's progress is captured, ensuring trainers identify employees for special recognition or focused coaching.

Railroading is a demanding job, it requires constant focus and attention to detail. We rely on our railroaders to teach one another to be safety leaders to ensure we all get home safely at the end of the day. The rules and guidelines in this handbook are only as good as our commitment to following them.

CN is focused on and committed to safe operating practices, as well as a safety culture that drives continuous improvement. All unsafe conditions/practices noted should be reported immediately to CN Customer Service 1-866-926-7245. If you believe you have observed an unsafe condition or behaviour associated with our service, please note your observations, and report it immediately to our Customer Service team. These incidents will be escalated to our Assistant Vice President of Safety for investigation and corrective measures.

We must all be engaged and responsible for practicing safety and protecting one another.





Working With Rail Equipment

MOVING RAILCARS THE RIGHT WAY

1. Knowing The Rules Helps Keep Everyone Safe

The Rail Operating Rules and internal CN operating instructions apply to railway operations.

2. Make Sure Everyone is Trained and Certified to Move Railcars

You must be qualified in CN Operating Rules to operate on CN tracks. If you move railcars on property owned by CN, you must be trained to do so by CN, or by a third-party trainer who has been certified by CN. If you or your employees have not received proper certification, you are not permitted to move railcars by any means including winches, front-end loaders, forklifts, track mobiles, locomotives, pry bars, gravity, etc. The movement of railcars by untrained personnel can result in serious injury, derailment, or damage to the railcar, so please seek proper training and stay safe.

3. Safe Work Procedures Protect Us All

The movement of railcars by mechanical methods (i.e. loaders, cables, winches, pulleys, etc.) requires the development of safe work procedures specific to each operation. It is important that you document and train your employees in safe car movement.

IMPORTANT POINTS

When developing your operating standards, here are some key points that you should integrate into your own procedures:

- No car can be moved while people are working in or around that piece of equipment.
- Continuous awareness and inspection—like walking around the car and being on the lookout for the removal of all dock plates, loading/unloading equipment, connecting hoses or cables or obstructions of any kind.
- Clearly indicate the method of controlling and signaling that will be used during car movement activities.
- Before coupling to any car, ensure it is properly secured and observe the couplers to ensure they line up and that one knuckle is open.
- Ensure one anglecock is left open after moving cars with coupled air lines. For uncoupled cars, ensure car is not left with both anglecocks closed.
- Do not adjust drawbars, knuckles, hoses or angle cocks when the cars are about to couple.
- Before moving a string of railcars, confirm that they are all coupled together and make sure all handbrakes have been removed.
- Someone must always be in a position to observe the leading end of the movement and relay signals to the equipment operator.
- Railcars must never be moved foul of the CN main track, sidings or other tracks.
- Railcars must not be moved at any time with hand brakes applied. Hand brakes are only to be used to hold cars in a stationary position.
- Ensure the brakeshoes are tight against the wheels and push or pull to test brakes.
- Handbrakes must not be released until it is clearly identified how the movement will be controlled and stopped.
- Never lift railcars by any means.
- Do not push or pull on the car by the handrail, ladder or any other part of the car not designed for that purpose.
- Notify CN immediately in the event of any derailment or rail accident
- Always leave unattended railcars with sufficient handbrakes applied.
- Equipment (such as front-end loaders, etc.) must not be operated within 30 feet (10 metres) of the nearest rail of any CN main track or siding, without the presence of a CN flag person.
- Never operate a handbrake while standing on a drawbar head, other coupling mechanism, or rail.
- Lighting at your facility must be sufficient to allow operating crews riding railcars, at night, the ability to see without relying on flashlights.

Think Safety Every Time

More detailed information regarding the safety of your operations can be obtained from Transport Canada, the Federal Railroad Administration, or the regulatory body that governs your industry.

Rail Equipment

KEEPING EQUIPMENT CLEAR OF OTHER TRACKS

Whenever moving railcars, please ensure they are not left “foul” of another track where it will be a hazard to other movements on adjacent tracks. “Fouling” is leaving equipment on a track too close to a switch, or within the turnout, such that a movement on an adjacent track does not have sufficient clearance to pass safely, including any personnel riding the side ladder of a car.

1

Fouling point: The point at a railroad switch or turnout, beyond which equipment must be placed to prevent a collision with railcars or equipment on an adjacent track from which the switch diverges.

The fouling point is located where the adjacent track centres are a minimum of 13 feet 6 inches apart (for curved tracks add 2 inches per degree of curve) or where the tracks become parallel.

2

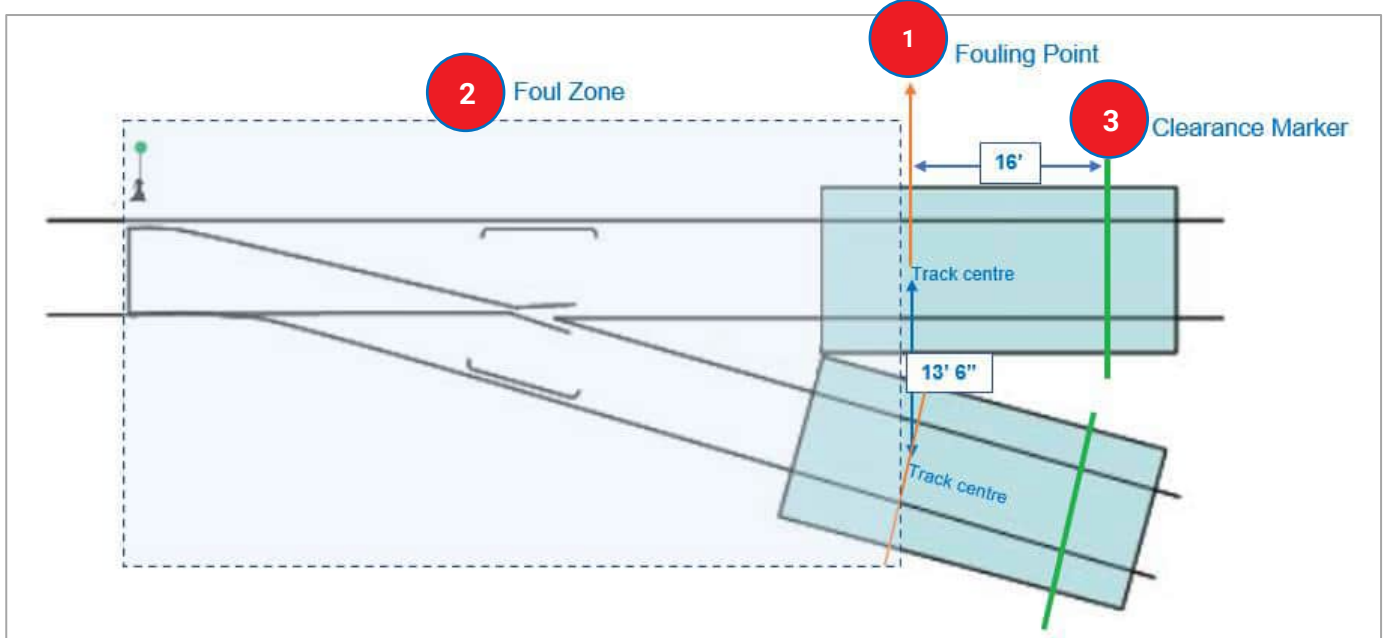
Foul zone: The portion of track between the switch points and the fouling point. Equipment should never be left in the foul zone.

3

Clearance marker: A visual cue that clearly identifies how far back equipment needs to be placed on the track, to avoid “fouling” equipment on an adjacent track.

CN recommends painting a bright green line across the entire rail tie, 16 feet after, or as far back as reasonably possible, from the fouling point.

- Do not use water-based paint, this will wash off with rail and snow, and will require more frequent marking
- Create a plan to remove snow and debris that may cover up this marking.



Leaving Equipment in the Clear

“In the clear” means that equipment cannot make contact with equipment on an adjacent track. When equipment is left in a turnout, another railcar can collide with it or it could cause serious injury or a fatality for a crew member riding equipment. CN strongly recommends identifying the fouling point, that is, the point beyond which cars must not be placed, with bright green paint.

OPENING & CLOSING RAILCAR DOORS

The doors of railcars may not always be the most straightforward to operate. That's why it's important to be aware of the key safety issues related to railcar doors:

- Gear mechanism on plug doors can cause the handle to spin resulting in employee injury.
- Plug doors must be securely closed prior to the car being moved.
- A shifted load against a door may cause the door to jump outward when released.
- Lading may fall out when opening any doors.
- Check that door hinges are secure in track, top and bottom, before opening.

All doors should be closed and secured before railcars are moved, including bottom doors and top hatch covers. Cars that have open plug doors cannot be moved by train crews. Also be aware of OSHA 29 CFR 1910.178, which states:

A safe distance should be maintained from the edge of ramps or platforms while on any elevated dock, platform or freight car. Powered industrial trucks equipped with a specific device to open and close railroad freight car doors can be used.

GOING BETWEEN EQUIPMENT

When going in between railcars there should be a minimum 50-foot clearance and when going in front of railcars there should be at least a 25-foot clearance.



Going Between Equipment

Equipment must be respected as it can move unexpectedly. Without a safe distance between a person and the equipment, a person could be seriously injured or killed, as they will not have enough time to react to the moving equipment.

PROTECTIVE MEASURES

To ensure everyone's safety, railcar loading and unloading operations may require that specific protective measures are put in place so equipment is not moved while employees are working on or near that equipment.

Any time people are working on or around railcars on CN property, they require "positive" protection from CN yard or train movements. This can be done by various means such as securing a non-main track switch with a private lock to prevent equipment from gaining access to that track or by installing a private lock on a derail set in the derailling position. The exact method for each location will be determined after a consultation with your local CN Transportation Supervisor.

DANGEROUS GOODS/HAZARDOUS MATERIALS SHIPPERS

If you handle dangerous goods/hazardous materials, track protection is required while loading and unloading, as per the TDG Act in Canada and the 49 CFR regulation in the U.S. Ensure that loading and unloading tracks are protected by locked switches or locked derails that are controlled by the person conducting the operation.

WORKING WITH BLUE FLAGS

If you handle dangerous goods/hazardous materials, caution signs must be displayed by loading and unloading tracks, as per the TDG Act in Canada and the 49 CFR regulation in the U.S.

How does CN use them? At CN, the use of blue flags is restricted to Mechanical and Intermodal personnel who are the only ones authorized to put up or remove such flags. In order to uphold this protective measure for CN personnel, you are not permitted to put up or remove blue flags on CN property. In special situations such as "Team Tracks," a specific protection procedure must be developed with CN divisional personnel.

How can you use them? CN recommends the use of blue flags on your own property to protect work (such as railcar loading or unloading) being performed on or about the tracks, but be sure to have clear written procedures pertaining to their use. To ensure employee safety, CN will not perform work under your blue flag until it is confirmed that proper procedures are in place.

When using blue flags:

- Keep flags clean on both sides with the paint in good condition, so they are clearly visible.
- Keep switches lined away from the protected track and locked with a special lock to prevent access.
- Do not display them between adjacent railcars which can block them from view of employees.
- Flags are to be displayed between the rails and not on the equipment.
- Develop safety procedures for flag protection and removal.
- High-visibility bluelights should be used along with flags during evenings or in bad weather.
- Blue flags can only be removed by the customer who installed them. CN employees cannot remove blue flags that protect employees working around equipment.



Protective Measures When Working on or Near Tracks

Keep your employees and CN's employees safe by following some basic procedures. Without blue flag protection in place, our crews will come into your facility expecting the track to be clear and can collide with equipment or personnel that is not expected to be on the track.



RAILCAR SECUREMENT: ALL ABOUT BRAKES

Air brakes are designed for train control and operate through air pressure when railcars are hooked to the locomotive. They are not intended for long-term railcar securement as air brakes will release over time.

Handbrakes secure railcars in place, when not coupled to a train, to avoid unintentional movement.

How do handbrakes work? Handbrakes apply force against the wheels by taking up slack on a chain which is linked by a series of rods, levers, and gears, to brake shoes. Once a handbrake is properly applied, it takes considerable force to move that piece of equipment.

How many brakes are required? The minimum number of handbrakes required is one, with one additional handbrake for every 10 railcars, to a maximum of 5 in total. On tracks with a grade greater than 0.4%, please refer to the Appendix on page 32.

Number of Railcars	Minimum Number of Handbrakes Required
1-9	1
10-19	2
20-29	3
30-39	4
40 (or more)	5

In many instances, due to grade and other factors, more brakes may need to be applied. It's exceptionally important to be familiar with these minimum brake requirements. For additional information, please contact your local transportation supervisor.



Securing Unattended Equipment

Without the proper number of handbrakes applied, railcars can move freely on to another track, a main line, over a crossing, or into facilities. This unexpected railcar movement can cause a railcar to collide with a train, other railcars, or with a person on the track, resulting in serious injury or a fatality.

HOW DO YOU OPERATE A HANDBRAKE?

Always use the correct hand position:

- Use one hand to operate the brake and the other to firmly grip the equipment.
- When applying, maintain a firm grip on the grab iron with the left.
- When releasing wheel-type handbrakes, keep hands and fingers clear of the wheel.

Always keep the correct body position:

- Do not apply or release handbrakes located on the end of railcars from a position on the ground.
- Be alert while climbing on a railcar, operating the handbrake, and climbing down the railcar.
- Be aware of other equipment in the area.
- Avoid applying handbrakes on the leading platform of a moving railcar.
- Maintain 3-point contact when applying or releasing a handbrake, except with standing equipment with a low side-mounted brake, which may be operated from the ground.
- Never operate a handbrake while standing on a drawbar head, other coupling mechanism or rail.
- Be on guard against sudden impacts. Anticipate starts and stops.
- Observe lading for tonnage and type of load.
- Be cautious of a surge or shift of load (e.g., tank cars will surge due to lading shifting inside).

WHAT DO YOU NEED TO CONSIDER BEFORE RELEASING THE HANDBRAKE?

- Is there anyone working on or around the equipment?
- Is the equipment on a slope? Will it start to roll if the handbrake is removed?
- Are any dock plates, loading chutes, hoses, or other attachments connected to the railcars?
- Are any hoses, cables or extension cords, or any other obstructions lying across the rails?
- Can the railcars be safely moved, stopped, and handbrakes reapplied?
- Are the operators familiar with safe methods of railcar movement?
- Are there derails in the vicinity?

WHAT HAPPENS IF YOU FORGET TO TAKE OFF A HANDBRAKE?

Moving a railcar while the handbrake is fully applied is very destructive. They apply sufficient force against the railcar's wheels so that they do not turn when the railcar is pushed or pulled, resulting in excessive heating and the wheels skidding along the track. Skidding a wheel as little as 15 cm (6 in) can cause small cracks on the tread of the wheel, which leads to shelling and cracking deep within the wheel. This structural damage can go undetected until the wheel, under the weight and stress of train operations, suddenly breaks apart. Railcars should not be moved with the handbrakes applied, even if they are only partially applied.

Derails

DERAILS: THE DOS AND DON'TS

A derail is designed to force the wheels of a railcar off the track. As damaging as this is to the wheels and track, derails are installed to protect people and operations from unattended railcar movements.

- DO** Rely on railroad personnel for applying and removing derails—it is their responsibility.
- DO** Have clearly written procedures to support the possible specific cases where derails are to be operated by non-railroad personnel.
- DO** Be familiar with the location of derails on the tracks you use.
- DO** Keep a minimum distance of 25 feet between equipment and a rail stop block or derail in the derailing position.
- DON'T** Leave unattended derails unlocked and in the non-derailing position, whether there are railcars on the track or not.
- DON'T** Employ private locks on CN derails.

**Derails properly positioned, locked, free of defect**

Derails are meant to protect against an uncontrolled movement. Without derails positioned to secure the track, equipment can move freely on to another track, the main line, over a crossing, or into facilities. This unexpected railcar movement can cause a railcar to collide with a train, other railcars, or with personnel on the track, resulting in serious injury or a fatality.



A full-page photograph of a railroad worker. The worker is a man with a beard, wearing a dark baseball cap, sunglasses, an orange high-visibility safety vest over a black t-shirt, and dark pants. He is climbing a metal ladder attached to the side of a large, weathered metal train car. He is holding onto the rungs of the ladder with both hands. A red tool box is attached to his belt. The background shows a blurred view of the train tracks and some vegetation. The text "Railroad Infrastructure and Design" is overlaid in white, sans-serif font in the lower right quadrant of the image.

Railroad Infrastructure and Design

SHIPMENT QUALITY TEAM

Whether you ship with boxcars or intermodal containers, our Shipment Quality team can help you prepare for safe, damage-free shipping. Our team is adept in safe loading standards; they will work with you to ensure your freight is loaded in compliance with AAR Loading Guidelines, Transport Canada and Federal Railroad Administration (FRA) regulations. The Shipment Quality team has everyone's safety in mind; they are a part of the AAR's Quality Lead Teams, working collaboratively, with members of other Class 1 railroads, to review and finalize the rail rules and regulations used throughout North America.

Contact our Shipment Quality experts at loadplan@cn.ca for assistance with:

- Load planning and securement
- Teaching safety practices to you and your employees
- Reviewing or creating customer load plans to ensure AAR compliance
- Investigating repetitive damage issues and making recommendations for improvements
- Conducting AAR audits on contractors, customers, and auto compounds
- Closed Car and Intermodal Trailer / Container loading.

For further information please visit www.cn.ca/shipmentquality.

Ben Cates, Shipment Quality Officer



LOADING AND UNLOADING PROCEDURES

Loading and unloading procedures play a critical role in everyone's safety. The way in which a railcar or container is loaded makes all the difference when it comes to railroad safety. Help keep us all safe by ensuring all of the rules and regulations are followed.

Loading Rules & Guidelines are established by the Railway Association of Canada (RAC) and the Association of American Railroads (AAR).

- Specific instructions and requirements for intermodal, closed and open top loading rules are contained in their circulars, figures, commodity pamphlets, best practices, and general information series publications.
- Follow the loading rules for the type of lading and railcars being used. This applies to all types of railcars, and intermodal containers and trailers.
- Mandatory requirements for proper load distribution can be found in, but are not limited to AAR Circular #42-M, #43-G, Closed Car Loading Guide - CCLG part 1 and in the General Information Bulletin #5, which can be found on the AAR website free of charge. www.aar.com/standards/damage-publications.php
- The circulars, figures, commodity pamphlets, best practices and general information series publications are reviewed and updated regularly; please ensure you have the most current ones.
- Other information and standards may be found through organizations, such as, but not limited to, the Canadian General Standards Board (CGSB), Transport Canada, and the U.S. Department of Transportation (DOT).



Proper Loading / Unloading Procedures

Proper loading and unloading procedures will ensure that your cargo, and the trains that carry that cargo, are safe for the entire journey. Improperly loaded railcars can cause in-train forces to push a railcar off the rails, which can cause a derailment. Serious physical injuries have resulted from trains moving with unsecured cables, as well as when unloading railcars where the product was not properly secured.

CARLOAD SERVICE

Before loading, please check that the railcar is in good mechanical condition:

- Weathertight/leakproof.
- Interior floors and walls in good condition (no holes).
- Doors and locking mechanisms in good condition, closed properly and sealed.
- Safety appliances such as ladders, steps, railings are not broken.
- No signs of any other conditions that do not appear normal.

Load balance and securement affects the railcar's performance in train service. An even balance of weight is a key factor in preventing train derailments. Ensure that loads are evenly distributed throughout the railcar, regardless of the product being loaded. Securing your load is equally important as it can shift and put the railcar off balance during transport if done incorrectly.

Closed railcar loading must be in conformance with Published AAR Closed Car Regulations. If they do not appear to apply, please contact the CN Shipment Quality team to assist you in developing applicable Safe Loading Standards for your shipment.

NEVER use a forklift, or similar machine to apply direct pressure to open or close a boxcar door. This force damages the door and its tracks and can result in the door falling out of its tracks.

Open top loading must be in conformance with the published AAR Figure or RAC circulars. Railcars moving in the United States and interchanged from a Canadian railroad must be loaded to an AAR Figure. If they do not appear to apply, our Open Top Specialist can assist you with the development of applicable Safe Loading Standards for your shipment.

Prior to releasing a railcar, it's important to ensure that the load is properly blocked and secured for all types of lading and railcars being used. All loose materials should be removed, and any banding, chains or cables are removed or secured.

Unsecured or loose cables on centerbeam flat cars are a significant safety issue in the railroad industry, and can cause equipment damage, derailments and employee injury. Loaders and unloaders can easily avoid these problems by following required procedures and making sure their employees are aware of and trained in proper cable securement methods and take adequate time to carry out securement functions. We encourage you to watch CN's Securing Cables video using the link below: <https://www.cn.ca/en/customer-centre/safety-guidelines-and-regulations/>

INTERMODAL SERVICE

Before loading, verify that the container is in good condition and in compliance with the most current AAR Mechanical Division specifications (AAR-600, M930, and M931). CN has set additional rules and regulations to complement the AAR guidelines, they can be found in tariff CN 6800. Be sure to consult Ministry of Transportation (MOT) / Department of Transportation (DOT) road and highway regulations for the trucking portions of your shipments.

Load balance and securement is important to railway safety, as an even balance of weight is a key factor in preventing train derailments. Securing your load is equally important as it can shift and put the container off balance during transport if done incorrectly.

Prior to releasing a loaded container, it's important to ensure that the contents have been loaded in compliance with CN's tariff CN 6800 and the AAR Intermodal Loading Guide issued in 2016, and revisions thereto. If specific loading requirements appear not to be covered in the AAR Intermodal Loading Guide, CN's Shipment Quality Department is available to provide acceptable loading and securement procedures.

For more details on loading rules, as well as links to the AAR guidelines, consult our website at: <https://www.cn.ca/en/customer-centre/safety-guidelines-and-regulations/loading-rules-instructions/>

TRACK STRUCTURE & SUPPORTING ROADBEDS

Track structure & supporting roadbeds must be maintained correctly by qualified people to keep our employees, you and your shipments safe and to prevent derailments. The roadbed is designed to support the weight of the railcar while keeping the tracks evenly spaced. The track structure is carefully engineered around curves to "bank" the outside rail and counter lateral forces, which maintains an even weight distribution on both rails. **Track centres measuring less than 13 feet (4 metres) in any location should immediately be reported to CN for furtherance to the attention of CN's Regional Chief Engineer.**

SWITCHES

Switches must be properly maintained, well lubricated, and easily thrown in either direction, without too much exertion that could lead to injury. All debris, snow, ice should be removed underneath and around the switch handle, as well as between the open switch point and the rail.

- NEVER use your hands or feet to remove debris from between switch points.
- Once the switch is thrown, the switch point MUST be tight against the rail.
- Don't leave an open switch point unattended.

CN strongly recommends the use of a switch cube direction indicator, that is, a mounting platform that clearly displays, with arrows and colors (green, red, yellow), how the switch is positioned.



Switches Properly Aligned and Free of Defects and Ice

Keep Switches lined away from protected tracks and locked with a special lock to prevent access. Without switches being properly aligned, equipment can unexpectedly move on to the wrong track causing a railcar to collide with other railcars or with a person on the track, resulting in serious injury or a fatality.

RAILCAR DESIGN SAFETY ISSUES

Railcar design safety issues are a concern for everyone. The frame or body of a railcar sits on two centreplates, which allow the truck to rotate beneath the body and permits rail equipment to turn without excessive force on the gauge between the rails. Neither the railcar body nor the wheels are fastened to the trucks. Each component sits in place, primarily by weight. When a car is lifted, CN personnel must be called to inspect and ensure it is correctly positioned on the centreplate and bearings.

OVERLOADS

Overloads must be avoided in two ways:

- Observe the load limit stenciled on the side of the railcar.
- Ensure that the gross weight of the railcar and lading does not exceed the maximum weight capacity for the route to be travelled.

WHEELS & BEARINGS

Wheels and bearings need to be inspected by CN Mechanical personnel any time a railcar is derailed. Reporting all occasions when a railcar has derailed ensures that a proper inspection is arranged. Failing to report a derailed railcar and subsequently moving it without inspection could lead to injuries and even a train derailment. Please don't compromise safety.



MAINTAINING THE SAFETY ENVELOPE AROUND TRACKS

A safe clearance envelope protects the safety of people and equipment when serving customer facilities.

SAFE CLEARANCE ENVELOPE FOR SPURS & INDUSTRIAL TRACKS

In general, all equipment, materials, or obstructions of any kind, including temporary piles of stock, refuse containers, parked vehicles or other equipment, and buildings, must be kept a minimum of 1.83 metres (6 feet) from the gauge side of the nearest rail or 2.62 metres (8 feet 6 inches) from the centerline of the track. There must be a vertical clearance of 7 meters (23 feet) from the top of the rail to the nearest obstruction above, or 8.23 metres (27 feet) vertical clearance from the top of the rail to overhead wire lines. **Government regulations may require more stringent requirements be met in addition to CN's requirements. You are responsible for determining what additional requirements must be met.**

PERMANENT RESTRICTED/CLOSE CLEARANCE

Personnel are restricted from riding equipment in locations where infrastructure (for instance, a permanent structure, platform, or light standard) is within CN's safe clearance envelope. Such locations must be identified with "restricted" (close) clearance signage. Customers are also required to account for this clearance envelope when making physical changes to their site, and immediately report to CN any that would then infringe on this envelope.

RESTRICTIONS FOR MAIN TRACK & SIDINGS

Machinery and equipment cannot be operated 10 metres (30 feet) from the side gauge of a CN main track or CN siding without CN authority and protection. This applies to all types of equipment, including snow clearing machinery.



Restricted Clearances

Without proper distance between the track and any obstruction, either overhead or beside the track, CN crew members cannot safely serve your facility, as riding equipment and/or walking beside the track, could result in injury or a fatality. This includes maintaining a walkway, clear of obstruction.

Notify CN Customer Service of the following cases:

- Any emergency situation causing an obstruction within the 1.83 metres (6 foot) clearance envelope,
- Any alterations to track-side loading platforms or change of location to loading ramps, unloading augers and other equipment,
- Holes, trenches and other ground obstructions,
- When protection arrangement is required,

Clear sight lines at railroad crossings are a necessary part of railroad and community safety. Obstructions, such as snow piles, materials or equipment may affect the visibility of approaching train traffic at public or private railroad crossings.

CUSTOMER GATE SAFETY

For various security reasons, customers have gates limiting access to their property and this includes where the rail enters the property.

Customers are reminded that it is their responsibility to ensure that gates are maintained and in good working order, to protect our crews from potential injuries. Gate configurations must not create tripping hazards for crews required to manually open and close gates.

Customers are also reminded that it is their responsibility to ensure that there is a post with chain and/or hook or door pins with clearly marked holes that serve as a means to securing a gate or gates in the open position. Different conditions such as grade or wind can cause gates to close as railcars and engines pass by. This puts our crews at risk and could result in damage to your gates. Customers will be wholly responsible for damages incurred due to inadequately secure gates.



TAKING CARE OF YOUR TRACKS

INSPECT REGULARLY

It's important to inspect your track regularly for signs of defects and notify CN of any issues that would prevent the safe delivery or pickup of railcars. In Canada, most customer tracks are provincially regulated, and provinces typically require non-main track to be inspected, at minimum, on a monthly basis by a qualified track inspector. Records of inspections, defects found, and repairs made, should be maintained and accessible to CN if required.

TRACK GAUGE

The standard track gauge is 56 1/2 inches. This is measured 5/8 of an inch under the top ball of the rail. The gauge cannot be any tighter than 56 inches. If you find your gauge approaching the 57.5 inch mark you must notify CN Operations immediately before the next railcar or engine goes over it.

(Source: CN Industry Inspection Guide)



BE ON THE LOOKOUT

A key safety concern is the accumulation of snow, ice, vegetation, or debris at customer sites. It is critical for the safety of shipping and railroad personnel that your tracks be maintained and always in a safe condition, free of walking and operating obstructions that may cause a tripping hazard or railcar derailment. **It is especially important that flangeways at road crossings be clean and clear.**

Seasonal changes and periods of severe weather such as spring thaw and heavy rain can negatively impact track conditions. Standing and flowing water are the greatest hazards to track stability. Drainage systems are designed to channel water away from the track structure.

It is important to continuously monitor and maintain the track structure. Blocked culverts, water undercutting the track, or standing pools of water adjacent to any track must be reported immediately to **CN's 24-hour emergency line at 1-800-661-3963.**

WORK WITH US

The safest and most efficient way to operate is to perform regular inspections to identify potential risks and address them, before they cause damage, a derailment, or serious injury. These tracks are your responsibility, but we are your partner. We will be happy to work with you and advise you on any safety concerns or potential issues.

To find more information on maintaining your tracks during seasonal changes, please visit:
www.cn.ca/seasonalsafety



TRANSPORTATION OF DANGEROUS GOODS & HAZARDOUS MATERIALS

If you ship dangerous goods/hazardous materials, complying with applicable regulations is a must, as it reduces the potential of exposure to people, communities, and the environment.

When shipping security-sensitive materials:

- Review storage locations and procedures to ensure appropriate security for various threat or alert levels.
- Notify your CN Customer Service Representative and arrange to expedite the acceptance and delivery of the shipment.

Security-sensitive materials are those that pose a significant risk to national security when being transported as defined by all applicable Canadian and U.S. federal rules and regulations. Current U.S. definitions include Class 1.1, 1.2 or 1.3 explosives; Class 7 (radioactive) material; and poisonous inhalation hazard (PIH) or toxic inhalation hazard (TIH) commodities.

TIH / PIH materials are gases or liquids that are known or presumed to be toxic to humans (such as chlorine, anhydrous ammonia and sulfur dioxide).



Non-Accident Release of Dangerous Goods / Hazardous Materials

All cargo has to be secured, but especially dangerous goods and hazardous materials. Leaking dangerous goods/hazardous materials can result in serious health and often deadly consequences for our customers, our crews, and the communities we operate in.

KEY DANGEROUS GOODS & HAZARDOUS MATERIALS SAFETY INITIATIVES

CN's Safe Handling Awards Program

Launched in 1992, exclusive awards are presented to customers that load railcars with dangerous goods and meet strict standards for the safe handling and shipment of regulated products.

North American Non-Accident Release (NAR) Task Force

With the goal of reducing NARs (an industry term to describe a tank car that has been found leaking, but has not been involved in an accident) on railroads; shippers, industry associations and railroads represent the task force.

CN 911 Training Tank Car

CN 911 Training Tank Car and Training Trailers are valuable tools used to assist with training first responders in railway emergency preparedness and planning, and to increase understanding of the precautions taken to safely transport dangerous goods.

TransCAER (Transportation Community Awareness and Emergency Response)

A training program for communities situated near rail lines where dangerous goods are transported. CN and partner chemical companies conduct information sessions for community leaders and first responders.

BEST PRACTICES: DANGEROUS GOODS/HAZARDOUS MATERIALS

1. Develop and implement a policy for loading securement

- Resources such as the Bureau of Explosives (BOE) *Pamphlet 34, Recommended Methods for the Safe Loading and Unloading of Non-Pressure and Pressure Tank Cars*, provides general guidelines for the securement of tank cars and recommended procedures.

2. Properly prepare closures and fittings on railcars for transportation

- Inspect valves and manways for proper securement (a leading cause of leaks in rail transportation incidents).
- After loading, conduct a pressure test consistent with industry standards.
- All valves, packing gland nuts, closures and flanges should be checked with a leak detection solution or appropriate metering equipment.
- After completing the leak test, pressure should be released.
- If a pressure test is impractical or unsafe, the railcar should be held and reinspected after 24 hours, and valves and fittings retightened as needed to ensure proper securement.

3. Ensure data is complete on shipping papers

- Bill of Lading and Shipping Instructions are required for your loaded railcar before movement (see CN Shipping Regulations and Optional Services Tariff (Carload) CN 9000).
- You can submit this information electronically to CN. Contact CN's eBusiness Support Team at 1-800-361-0198 with any questions regarding CN's online tools or EDI.

- 4. Have proper placarding, markings, stenciling (when required), in place for all Dangerous Goods/Hazardous Materials shipments**
- 5. Ensure that the Emergency Response Plan is correct and updated for plant sites and transportation-related releases**
 - Have an Emergency Response drill annually.
 - Show a proper Emergency Response Assistance Plan (ERAP) number and associated phone numbers on dangerous goods documentation subject to ERAP requirements of Transport Canada (not applicable in the U.S.).
 - Ensure that emergency contacts and phone numbers for the railroad and plant site are correct and updated regularly.
- 6. Follow key training activities**
 - All railroad personnel who enter your plant site must be properly trained and/or receive orientation (especially for emergency actions).
 - Implement a tank car securement training program with reporting procedures for poor securement and hard to operate valves.
 - Establish preventive maintenance practices for tank cars and educate staff on those practices.
- 7. Verify that rail crossings within the plant site are properly marked with warning signs**
- 8. All rail lines are clear, switches are aligned properly, and railcar brakes are always released before moving railcars**
- 9. Have plant personnel closely observe rail crews when they are operating to ensure plant and rail safety are being maintained**
- 10. Implement a documented process for providing feedback to the rail carrier**
- 11. Ensure consignees/end users handle your products in a manner that is consistent with Responsible Care ®**

Please see the Appendix on page 32 for information regarding the application of handbrakes for railcars containing dangerous goods.

PREPARE FOR WINTER

Winter can be a very challenging time for a railroad, which is why we have undertaken many initiatives to minimize its impact on operations. But we need your help to ensure that the service we provide you can remain safe and seamless. Many service disruptions are due to the accumulation of snow and ice. On the track, snow mostly constitutes a problem in switches, as well as at crossings – so once the snow is cleared, the problem is solved.

Seeing to these issues before our crews arrive to service you will minimize any delays and will also minimize the risk of injuries and derailments. If you have a turnout on your property, please keep the point area clear as snow can hold a point open enough to cause it to gap and cause a derailment, this is a major concern in the flangeway of road crossings as well.

When you are dealing with snow and ice conditions please think of the safety of our crews as they will be dropping off and picking up equipment on your property. Please ensure you remove ice, snow, and debris in the walkways, as well.

Help ensure our crew remains safe while on your property:

- Clear snow which has slipped from adjacent roof tops onto the siding track.
- Trackside walkways should be salted or sanded with snow cleared by 4-5 ft to allow our crews to safely walk by railcars during inspections.
- Inspect the siding before service by train crews.
- Keep all switches and flangeways free of snow, ice, and debris (this includes the switch points and the area in which employees stand to operate switches).
- Flangeways must be cleared to a minimum depth of 1.5 inches to ensure equipment can be carefully operated through the track.
- Maintaining switches prior to and through the winter season will help keep switches less resistant and easier to line up. Attempting to line up a stiff switch can lead to back, leg and arm injuries.
- Remove ice and apply sand or salt to walking areas.
- Derails need space to open so they must be cleared of surrounding snow, ice, and debris. If a derail is not completely flipped open, it can sit high and strike moving equipment, cause damage and even a derailment.



Safety
Resources

MONTHLY CUSTOMER SAFETY CHECKLIST

For CN to provide service to your facility we require monthly safety inspections. We all have an important role to play in safety, as railroading requires constant focus and attention to detail. Non-compliance with safety protocols may result in immediate suspension of your service, until a safety action plan, to correct the issue, is agreed to and implemented. The safest and most efficient way to operate is to perform regular inspections to identify potential risks and address them, before they cause damage, a derailment, or serious injury.

Track Safety

☐	Track has no defect, track gauge is between 56 and 57 ½ inches, and has uniform alignment.
☐	Switches are well lubricated and can be thrown easily in either direction without too much exertion that could lead to injury. CN strongly recommends the use of a switch cube direction indicator, to clearly display how the switch is aligned.
☐	Switch points are tight against the rail. A credit card must not be able to fit within the first 6 inches of the switch point.
☐	Derail is painted bright yellow, clearly visible, has a functional handle, and is locked in the derailing position.
☐	Flangeways are clear of vegetation, snow, ice, and other material. All flangeways must be clear to a minimum of 1.5 inches depth and 3 inches width from the rail.
☐	Bumping posts must be properly maintained. If earthen bumping posts are used, they should be located 10 feet from the end of track, with 10 ties in front of and all ties behind it fully anchored.
☐	There must be adequate drainage, with special attention at the following locations: switches, frogs, diamond crossings, grade crossings, and other places with limited vertical and side clearance.
☐	Fouling points are identified with bright green paint to clearly identify the point beyond which railcars must not be placed.

Railcar Spotting/Placement/Securement

☐	Railcars have proper number of handbrakes applied (see CN Customer Safety Handbook for more details).
☐	No railcars are left foul, that is, too close to a switch or within the turnout such that a movement on an adjacent track does not have sufficient clearance to pass safely, including personnel riding the side ladder of a railcar.
☐	No railcars are placed within the last 25 feet of the end of track, derail, or rail stop block.

Facility Safety

☐	All equipment, materials or obstructions of any kind must be kept a minimum of 1.83 metres (6 feet) from the gauge side of the nearest rail. There should be no side or overhead restrictions. Any restricted clearance hazards must have proper signage.
☐	Walkways, particularly trackside, must be free of debris, material, tripping hazards.
☐	Adequate lighting must be provided for train crews working at night. Work areas near switches, gates, and buildings must be illuminated to prevent walking and tripping hazards. Lighting levels must be sufficient to allow operating crews riding railcars the ability to see without relying on use of a flashlight.
☐	Fences/Gates into customer property can be mechanically secured in the closed and open position to ensure the gates cannot move unintentionally. The gate should also be equipped with a shared lock to ensure access is available to CN upon arrival.
☐	Rail crossings within the plant site must be properly marked with warning signs.
☐	Blue flag protection is recommended to alert CN not to enter the facility or a portion of the track if there is ANY work being done on, around, or between the tracks at any given time.

WHILE ON OUR PROPERTY

To reduce risk, the following safety rules apply to everyone on CN property—including our employees, you our customer, and the personnel of all contractors.



Hard hats

Required on CN property (except when in a vehicle or building).



Reflective apparel (vests, clothing)

Required on CN property (except when in a vehicle or building.)



Safety belts

Required in all equipped vehicles.



Fall protection equipment

Required when working at a height (e.g. top of railcars). Proper training in its application is required as well.



Special circumstances

Such as in confined spaces or overly noisy workplaces, additional protection (e.g. ear plugs, respirators, etc.) may be needed. Winter conditions may require further measures such as anti-slip footwear.



Safety glasses

With permanent side shields are required in all areas (except for buildings).



Safety boots

Required on CN property (excluding offices). Protective footwear shall meet or exceed the standards set out in Canadian Standard Association – CSA Z195 and/or American Society for Testing and Material – ASTM F 2413. Protective footwear must support and cover the ankle, have a defined heel, have toe and compression protection, puncture resistance protection, and must have the appropriate standard markings on the footwear.

Details on our safety rules are available from, your Customer Service Representative or CN's Safety department. In addition to being compliant with the requirements of CN's Customer Safety Handbook, customers and their contract personnel working on CN property must receive qualification under CN's Contractor Orientation course, at www.contractororientation.com

IN THE EVENT OF AN EMERGENCY

If an incident occurs on your property:

- **If a railcar is foul of the CN line:**
 - Immediately advise CN Police at **1-800-465-9239 Option 3**,
and
 - Advise CN Customer Service at **1-866-926-7245**

- **If there is an immediate danger to the public**
 - Immediately advise CN Police at **1-800-465-9239 Option 3**,
and
 - Advise CN Customer Service at **1-866-926-7245**

- **If there is no immediate danger to the public**
 - Advise CN Customer Service at **1-866-926-7245**

ADDITIONAL RESOURCES

Railway Association of Canada (RAC)

99 Bank Street Suite 901 Ottawa, ON K1P 6B9

Phone: 613-567-8591

Fax: 613-567-6726

E-mail: rac@railcan.ca

www.railcan.ca

Association of American Railroads (AAR)

425 Third Street, SW Washington, DC

20024

Phone: 202-639-2100

www.aar.org

Responsible Care®

CN is a partner, both in Canada and the United States, in Responsible Care®, an ongoing performance improvement initiative established by the Chemistry Industry Association of Canada (CIAC), and the American Chemistry Council (ACC). Transportation partners commit themselves to continuous improvement in the areas of employee and public health and safety, and to environmental quality. The principles of Responsible Care® recognize the importance of minimizing risks, meeting or exceeding regulations and standards, and communicating openly with employees and communities. The principles are applied to all of CN's activities, while protecting the environment for the communities we serve.

Responsible Care® Model for Transportation Partners

The Responsible Care® Transportation Partnership initiative is designed to support customers in improving the performance of chemical transportation. Partner companies commit to the same general guiding principles as other members from the CIAC and the ACC. The Partnership initiative is tailored to focus on four major themes directly relevant to the nature of partner company operations: Health and Safety, Environment, Security and TransCAER.

APPENDIX

HOW MANY BRAKES ARE REQUIRED?

The minimum number of handbrakes required is one, with one additional handbrake for every 10 railcars, to a maximum of 5 in total.

- 1 railcar = 1 handbrake
- 2 railcars = 1 handbrake
- 10 railcars = 2 handbrakes

When the grade is greater than 0.4% apply a minimum number of handbrakes as indicated in the table below.

	Average Grade is Equal to Or Less than											
Total Trailing Tons:	0.6%	0.8%	1.0%	1.2%	1.4%	1.6%	1.8%	2.0%	2.2%	2.4%	> 2.4%	
= 0 - 2000	2	4	6	6	8	10	10	12	12	14	100% Handbrakes	
> 2000 - 4000	4	6	8	12	14	16	18	20	22	26		
> 4000 - 6000	6	10	14	16	20	24	28	30	34	38		
> 6000 - 8000	8	12	18	22	26	32	36	42	46	52		
> 8000 - 10 000	10	16	22	28	34	40	46	52	58	66		
> 10 000 - 12 000	12	20	26	34	40	48	56	64	72	80		
> 12 000 - 14 000	14	22	30	40	48	58	66	76	84	96		
> 14 000 - 16 000	16	26	36	46	56	66	76	88	98	110		
> 16 000 - 18 000	18	28	40	50	62	74	86	100	112	126		
> 18 000 - 20 000	20	32	44	58	70	84	98	112	128	146		
> 20 000 - 22 000	22	36	50	64	78	94	110	100% Handbrakes				
> 22 000 - 24 000	24	38	54	70	86	104	122					
> 24 000 - 26 000	26	42	58	76	94	112	134					
> 26 000 - 28 000	28	46	64	82	104	124	148					
> 28 000 - 30 000	30	50	68	90	110	136	162					
> 30 000	34	52	74	96	120	148	172					

RAILCARS PLACED FOR LOADING OR UNLOADING OF DANGEROUS GOODS (IN CANADA)

This instruction is also applicable on tracks where the use of handbrakes is not required. Unless further restricted by special instructions, handbrakes must be applied on railcars spotted for loading/unloading of dangerous goods.

The following are the minimum handbrakes required:

When more than 2 railcars are spotted, at least 1 handbrake must be applied on each end of a cut.

Number of Railcars	Minimum Number of Handbrakes Required
1	1
2-9	2
10-19	3
20 or more	1 additional handbrake for every 10 railcars or part



www.cn.ca/safety

SALES AND USE TAX EXEMPTION CERTIFICATE

SALES AND USE TAX EXEMPTION CERTIFICATE

SECTION 00750

The City of Dubuque, as a designated exempt entity awarding construction contracts, will issue special exemption certificates to contractors and subcontractors, allowing them to purchase, or withdraw from inventory, materials for the Contract free from sales tax pursuant to Iowa Code Sections: 422.42 (15) & (16), and 422.47 (5). The special exemption certificate will also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials.

1. These tax exemption certificates and authorization letters are applicable only for the work under the contract. The Contractor and each subcontractor shall comply with said Iowa Code Sales Tax requirements, shall keep records identifying the materials and supplies purchased and verify that they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.

2. Upon award of Contract the City will register the Contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute tax exemption certificates and authorization letters to the Contractor and each subcontractor.

**PROJECT INFORMATION REQUIREMENTS FOR
STATE OF IOWA SALES TAX EXEMPTION CERTIFICATES
FOR CONTRACTORS & SUBCONTRACTORS**

Submitting Department: Engineering Department

Department Contact: Todd Irwin

Project CIP Number(s): _____

Please complete this form in its entirety and submit along with the executed Contract, Bonds and Certificate of Insurance. Upon receipt, the City Finance Department will work with the Iowa Department of Revenue to issue Sales Tax Exemption Certificates to the approved contractor(s) to allow for the purchase or inventory withdrawal of materials for the specified Project free from State of Iowa Sales Tax.

Sales tax exemption certificates are not provided to material suppliers.

The Contractor and subcontractors can provide copies of the sales tax exemption certificates issued by the City to individual material suppliers.

Project Name:	Old Mill Road Lift Station and Force Main Project
---------------	---

Project Description:	Project consists of the construction of one 20 MGD (expandable to 30 MGD) dry pit submersible pumping station, the installation of (2) 250 LF 30-inch-diameter PVC force mains, 90 LF of 48-inch-diameter RCP gravity sewer, 200 LF of 54-inch-diameter RCP gravity sewer (3) 7-foot by 7-foot manholes, (2) 8-foot by 8-foot manholes. The project will include four borings across Canadian National railroad tracks: (1) 180 LF of 48-inch steel casing, (2) 150 LF of 42-inch steel casing and (1) 8-inch directional drill with four 2-inch conduits. The project also includes CIPP lining of the 48-inch and 54-inch gravity sewers along with epoxy coating of the manholes. Construction of the pumping station will include the site development work consisting of; electrical service, water service, gas service, storm sewer, retaining walls, PCC sidewalk, PCC pavement, site lighting, security cameras, fiber optic lines, vegetative surface restoration, and other miscellaneous elements.
----------------------	--

Start Date (Bid Opening Date):	August 22, 2024
--------------------------------	-----------------

Final Completion Date:	December 15, 2024
------------------------	-------------------

1. General Prime Contractor:	
Contact Name:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

2. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

3. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

4. Subcontractor:	
Complete Address: (Include PO Box and Street Information)	
City, State, Zip Code	
Telephone Number:	
Federal I.D. Number: (or Include Social Security Number)	
Work Type to be Completed:	

5.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

6.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

7.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

8.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

9.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

10.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

11.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

12.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

13.	Subcontractor:	
	Complete Address: (Include PO Box and Street Information)	
	City, State, Zip Code	
	Telephone Number:	
	Federal I.D. Number: (or Include Social Security Number)	
	Work Type to be Completed:	

==== END OF SECTION 00750 ====

SECTION 03 11 00
CONCRETE FORMWORK

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Forms for cast-in-place concrete.
 - 2. Form accessories.
 - 3. Openings for other work.
 - 4. Form stripping.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. ACI 117–Tolerances for Concrete Construction.
- B. ACI 301–Structural Concrete for Buildings.
- C. ACI 318–Building Code Requirements for Reinforced Concrete.
- D. ACI 347–Recommended Practice for Concrete Formwork.
- E. PS1–Construction and Industrial Plywood.

1.03 DESIGN

- A. All formwork shall comply with ACI 347 and ACI 301.
- B. CONTRACTOR shall assume the responsibility for the complete design and construction of the formwork.

1.04 SUBMITTALS

- A. Submit shop drawings in accordance with Section 01 33 00–Submittals for form ties, form coatings, form liners (if any), and any other form accessories.
- B. Submit geometry of forms for circular structures.

PART 2–PRODUCTS

2.01 FORMS

- A. Forms shall be of wood, plywood, steel, fiberboard lined, or other approved materials which will produce concrete which meets the specified requirements. The type, size, quality, and shape of all materials of which the forms are made are subject to the review of ENGINEER.

- B. Caution shall be exercised in the use of wood or composition forms or form liner to be certain that no chemical reaction will take place which causes a damaging effect on the concrete surface.

2.02 FORM TIES—NONREMOVABLE

- A. Internal wall ties shall contain positive stops at the required wall thickness. The exterior clamp portions of the tie shall be adjustable in length. Ties shall have cones on the water side of water-containing structures. Ties shall also have cones on the exterior side of all structures which have PVC water-stopped construction joints. Ties shall provide a positive disconnection on both ends 1 to 1 1/2 inches inside the finished face of the concrete.
- B. All wall ties used in the placement of structures which have PVC or hydrophilic water-stopped construction joints shall contain integral waterstops. All such ties shall be crimped or deformed in such a manner that the bond between concrete and tie cannot be broken in removal of the outer units. This portion of the tie shall not be removed prior to 24 hours after completion of the concrete placement.
- C. The use of wood spacers and wire ties will not be approved.

2.03 FORM TIES—REMOVABLE

- A. Taper ties which are designed to be removed entirely from the wall may be used with forms designed for this tie type and spacing.
- B. Tie holes shall be plugged with either a neoprene plug, Sure-Plug by Dayton Superior, Inc., or an EPDM rubber plug, X-Plug by Sika Greenstreak, or equal.
- C. Cementitious waterproofing material for patching taper tie holes shall be Hey Di K-11, Xypex Patch-N-Plug, or equal. Taper tie holes above the normal operating water surface shall be patched with mortar mix as specified in Section 03 30 00—Cast-In-Place Concrete for patching tie holes.

2.04 FORM COATINGS

- A. Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces requiring bond or adhesion, nor impede the wetting of surfaces to be cured with water or curing compounds.

2.05 CHAMFER STRIPS

- A. Provide 3/4-inch by 3/4-inch wood or plastic chamfer strips at all exposed corners, except as noted.

2.06 KEYWAYS

- A. Keyways shall be formed with wood inserts.

PART 3-EXECUTION

3.01 CONSTRUCTION

- A. Forms shall conform to the shape, line, grade, and dimensions as shown on the drawings. They shall be mortar-tight and sufficiently rigid to prevent displacement or sagging between supports and shall support the loads and pressures without deflection from the prescribed lines. They shall be properly braced or tied together so as to maintain position and shape. Spacing of ties shall be recommended by the tie manufacturer.
- B. Formwork and finished concrete construction shall meet the tolerances specified in ACI 117.
- C. All exposed curved surfaces shall be formed to the continuous surface of the radius specified. Where segmented forms are proposed, a form system which deviates more than 3/8 inch from a circle through pan edges will not be allowed.
- D. Architectural surfaces and surfaces to be fitted with equipment shall be formed to match the shape intended. Where indicated on the drawings, the form shall be lined with minimum 3/8-inch masonite and shimmed as required.
- E. When forms are placed for successive concrete placement, thoroughly clean concrete surfaces, remove fins and laitance, and tighten forms to close all joints. Align and secure joints to avoid offsets.
- F. At the request of ENGINEER, temporary openings shall be provided at the base of column forms and wall forms and at other points where necessary to facilitate cleaning and observation immediately before depositing concrete.
- G. Provide inserts and provide openings in concrete form work to accommodate work of other trades. Verify size and location of openings, recesses, and chases with the trade requiring such items. Securely support items to be built into forms.
- H. Provide top forms for inclined surfaces where the slope is too steep to place and vibrate concrete.
- I. Bevel wood inserts for forming keyways (except in expansion joints where inserts shall have square edges), reglets, recesses, and the like to allow for ease of removal. Inserts shall be securely held in place prior to concrete placement. Unless otherwise shown, chamfer strips shall be placed in the angles of the forms to provide 3/4-inch bevels at exterior edges and corners of all exposed concrete.
- J. The forms shall be oiled with a field-applied commercial form oil or a factory-applied nonabsorptive liner. Oil shall not stain or impede the wetting of surfaces to be cured with water or curing compounds. The forms shall be coated prior to placing reinforcing steel. Oil on reinforcement will not be permitted.
- K. All form surfaces shall be thoroughly cleaned, patched, and repaired before reusing and are subject to review of ENGINEER.

3.02 FORM REMOVAL

- A. Supporting forms and shoring shall not be removed until the member has acquired sufficient strength to support its own weight and the construction live loads on it.
- B. All form removal shall be accomplished in such a manner that will prevent injury to the concrete.
- C. Forms shall not be removed before the expiration of the minimum times as stated below or until the concrete has attained its minimum 28-day design strength as confirmed by concrete cylinder tests, unless specifically authorized by ENGINEER.
 - 1. Wall and vertical faces: 24 hours.
 - 2. Columns: 24 hours.
 - 3. Beams and elevated slabs: 14 days.

END OF SECTION

SECTION 03 20 00

CONCRETE REINFORCEMENT

PART 1—GENERAL

1.01 SUMMARY

- A. Work includes providing complete, in-place, all steel and fibers required for reinforcement of cast-in-place concrete as shown on the drawings.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. Applicable standards listed in this section include, but are not necessarily limited to the following:
 - 1. ACI 315—Manual of Standard Practice for Detailing Reinforced Concrete Structures.
 - 2. ACI 318—Building Code Requirements for Reinforced Concrete.
 - 3. ASTM A1064—Standard Specifications for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.
 - 4. ASTM A615—Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
 - 5. ASTM A996—Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcing.
 - 6. ASTM C1116—Standard Specification for Fiber-Reinforced Concrete.
 - 7. CRSI—Manual of Standard Practice.

1.03 SUBMITTALS

- A. Comply with pertinent provisions of Section 01 33 00—Submittals.
- B. Provide complete shop drawings of all material to be furnished and installed under this section:
 - 1. Before fabrication of the reinforcement is begun, CONTRACTOR shall obtain the approval of ENGINEER on reinforcing bar lists and placing drawings.
 - 2. These drawings and lists shall show in detail the number, size, length, bending, and arrangement of the reinforcing. Reinforcing supports shall also be located on the shop drawings.
 - 3. Shop drawings shall be in accordance with ACI 315.

1.04 PRODUCT HANDLING

- A. Delivery:
 - 1. Deliver reinforcement to the job site bundled, tagged, and marked.
 - 2. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on placement diagrams.
- B. Storage: Store reinforcement at the job site on blocks and in a manner to prevent damage and accumulation of dirt and excessive rust.

PART 2-PRODUCTS

2.01 MATERIALS

- A. Reinforcing bars shall comply with ASTM A615 or A996 Type R, Grade 60. Reinforcing bars required to be welded shall be ASTM A706 low alloy.
- B. Steel wire and welded wire fabric shall comply with ASTM A1064. Fabric shall be provided in flat sheets. Rolled fabric shall not be used.
- C. Reinforcement supports including bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement in place shall be:
 - 1. Wire bar-type supports complying with CRSI recommendations, unless otherwise indicated.
 - 2. For slabs on grade, supports with sand plates, or horizontal runners where base material will not support chair legs.
 - 3. For exposed-to-view concrete surfaces or where the concrete surface will be exposed to weather or moisture, where legs of supports are in contact with forms, supports with either hot-dipped galvanized or plastic protected legs.
 - 4. When supports bear directly on the ground and it is not practical to use steel bar supports, precast concrete blocks may be used to support only the bottom lift of reinforcement. The precast blocks must be solid, be of an equal or higher strength than the concrete being placed, must provide adequate support to the reinforcement, and be of proper height to provide specified reinforcing cover. The use of face bricks, hollow concrete blocks, rocks, wood blocks, or other unapproved objects will not be permitted.
- D. Fibrous Reinforcing:
 - 1. Fibrous concrete reinforcement shall be Fibermesh 300, manufactured by Propex Concrete Systems, or equal.
 - 2. Reinforcement shall be 100% virgin polypropylene fibrillated, multi-length graded fiber containing no reprocessed olefin materials and specifically manufactured for use as concrete secondary reinforcement.
 - 3. Physical Characteristics:
 - a. Specific Gravity: 0.91.
 - b. Fiber Length: Multidesign gradation.
- E. Mechanical Splices and Threaded Couplers:
 - 1. Mechanical splices shall be Zap Screwlok by Bar Splice Products, Inc., or equal.
 - 2. Threaded couplers and dowel bar replacements shall be Dowel Bar Splicer System by Dayton/Richmond, or equal.
 - 3. Mechanical splices and couplers shall be capable of developing at least 125% of the yield strength of the reinforcing bar.

2.02 FABRICATION

- A. General:
 - 1. Fabricate reinforcing bars to conform to required shapes and dimensions with fabrication tolerances which comply with CRSI Manual.
 - 2. In case of fabricating errors, do not rebend or straighten reinforcement in a manner that will injure or weaken the material.
 - 3. Unless otherwise shown on the drawings, all end hook dimensions shall conform with "ACI Standard Hooks."

- B. Reinforcement with any of the following defects shall be deemed unacceptable and will not be permitted in the work:
 - 1. Bar lengths, depths, and bends exceeding specified fabrication tolerances.
 - 2. Bend or kinks not indicated on drawings or final shop drawings.
 - 3. Bar with reduced cross section because of excessive rusting or other cause.

PART 3—EXECUTION

3.01 INSPECTION

- A. Examine the substrate, formwork, and the conditions under which concrete reinforcement is to be placed.
- B. Correct conditions detrimental to the proper and timely completion of the work.
- C. Do not proceed until unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. General:
 - 1. Comply with the specified standards for details and methods of placing reinforcement and supports.
 - 2. Clean reinforcement to remove loose rust, mill scale, earth, and other materials which reduce or destroy bond with concrete.
- B. Placing Reinforcement:
 - 1. All reinforcing shall be placed in accordance with Contract drawings and with shop drawings stamped and approved by ENGINEER.
 - 2. Position, support, and secure reinforcing against displacement by formwork, construction, or concrete placement operations.
 - 3. Support reinforcing by metal chairs, runners, bolsters, spacers, and hangers as needed.
 - 4. Unless otherwise shown on the drawings, the reinforcement is to be so detailed and placed as to allow the following concrete protection:
 - a. Three inches of cover where the concrete is placed directly against ground.
 - b. Two inches of cover where the concrete is placed in forms but is to be exposed to weather, liquid, or the ground.
 - c. One-inch cover in slabs and walls not exposed to weather, liquid, or the ground.
 - d. One and one-half-inch cover in beams, girders, and columns not exposed to weather, liquid, or the ground. This cover applies to beam stirrups and column ties where applicable.
 - 5. Reinforcement shall be positioned within $\pm 3/8$ inch for members with depth to tension reinforcing from compression face less than or equal to 8 inches. Tolerance shall be $\pm 1/2$ inch for members with depth to tension reinforcing from compression face greater than 8 inches. Tolerance on dimension between adjacent bars in slab and wall reinforcing mats shall be 1 inch. Secure against displacement by anchoring at the supports and bar intersections with wire or clips.
 - 6. Bars shall be securely tied at all intersections except where spacing is less than 1 foot in each direction when alternate intersections shall be tied. To avoid interference with embedded items, bar spacing may be varied slightly if acceptable to ENGINEER. Tack welding of reinforcing will not be permitted.
 - 7. Set wire ties so that twisted ends are directed away from exposed concrete surfaces.

8. If reinforcing must be cut because of openings or embedded items in the concrete, additional reinforcing must be provided adjacent to the opening at least equal in cross sectional area to that reinforcing which was cut, and it shall extend a minimum of 36 bars diameters beyond the opening on each side or as shown on the drawings. At sumps or depressions in slabs, bars shall be bent and/or extended under sumps or depressions.
 9. Wall reinforcing mats shall be secured in a vertical plane by providing clearance from forms with bar supports and by using Z-shaped bars at ± 4 feet on center wired between two mats of steel, spacing and staying both of them. Nails shall not be driven into the forms to support reinforcement and neither shall wire for this purpose come in contact with the forms. Alternate top transverse bars in slab shall be supported by individual bar chairs at approximately 3-foot 0-inch centers. Bottom longitudinal bars shall be supported by continuous bar chairs at approximately 4-foot 0-inch centers.
 10. If carrier bars are to be used, CONTRACTOR shall provide reinforcing bars for this purpose in addition to the reinforcing called for by the drawings and specifications.
- C. Reinforcement Supports:
1. Strength and number of supports shall be sufficient to carry reinforcement.
 2. Do not place reinforcing bars more than 2 inches beyond the last leg of any continuous bar support.
 3. Do not use supports as bases for runways for concrete-conveying equipment and similar construction loads.
- D. Welded Wire Fabric:
1. Install welded wire fabric in as long of lengths as practicable.
 2. Lap adjoining pieces at least one full mesh.
 3. Fabric shall be supported with bar supports.
- E. Splices:
1. Provide standard reinforcement splices by lapping ends, placing bars in contact, and tightly wire tying.
 2. Lap splices in reinforcing shall be provided as shown on the drawings. Where lap splice lengths are not shown on the drawings, provide Class B, Category 1 lap splices in accordance with ACI 318.
 3. Adjacent splices of tangential bars in circular slabs and horizontal bars in circular walls shall be staggered a minimum of one full lap splice length or 3 feet, whichever is greater, unless otherwise shown. Stagger dimension shall be measured from center to center of lap splices.
 4. For circular walls, horizontal bar lap splices shall not coincide in vertical arrays more frequently than every third bar.
 5. Mechanical splices and threaded dowel bar inserts may be used where acceptable to ENGINEER.
- F. Embedded Items:
1. Allow other trades to install embedded items as necessary.
 2. Particularly after bottom layer of reinforcing is placed in slabs, allow electrical contractors to install conduit scheduled for encasement in slabs prior to placing upper layer of reinforcing.
- G. Minimum Reinforcing: Where reinforcing is not shown, provide a minimum of No. 4 at 8-inch centers each way in members 10 inches or less in thickness and No. 5 at 12-inch centers each way in each face in members greater than 10 inches thick.

H. Fibrous Reinforcing:

1. Fibrous concrete reinforcing shall be used in all building interior slab-on-grade concrete and all precast concrete topping, and where shown on the drawings.
2. Add fibers at a minimum rate of 1.5 pounds per cubic yard.
3. Mix concrete in strict accordance with reinforcement manufacturer's recommendations.

END OF SECTION

SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. All cast-in-place concrete as shown except as noted otherwise.
 - 2. PVC and hydrophilic waterstops, expansion joint fillers, bonding agents, patching mortars, curing compounds, nonshrink grout, floor sealer, and other related items and accessories.
- B. Related Sections and Divisions:
 - 1. Applicable provisions of Division 01 shall govern work in this section.
 - 2. See Section 03 70 00—Mass Concrete for special requirements for walls and slab with a thickness equal to or greater than 3 feet 0 inches.

1.02 REFERENCES

- A. ACI 211.1—Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete.
- B. ACI 301—Specifications for Structural Concrete.
- C. ACI 304R—Guide for Measuring, Mixing, Transporting, and Placing Concrete.
- D. ACI 305R—Guide to Hot Weather Concreting.
- E. ACI 306R—Guide to Cold Weather Concreting.
- F. ACI 308—Specification for Curing Concrete.
- G. ACI 309—Guide for Consolidation of Concrete.
- H. ACI 318—Building Code Requirements for Structural Concrete and Commentary.
- I. ASTM C31—Standard Practice for Making and Curing Concrete Test Specimens in the Field.
- J. ASTM C33—Standard Specification for Concrete Aggregates.
- K. ASTM C39—Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- L. ASTM C40—Standard Test Method for Organic Impurities in Fine Aggregates for Concrete.
- M. ASTM C88—Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
- N. ASTM C94—Standard Specification for Ready-Mixed Concrete.
- O. ASTM C143—Standard Test Method for Slump of Hydraulic-Cement Concrete.

- P. ASTM C150—Standard Specification for Portland Cement.
- Q. ASTM C156—Standard Test Method for Water Loss (from a Mortar Specimen) Through Liquid Membrane-Forming Curing Compounds for Concrete.
- R. ASTM C172—Standard Practice for Sampling Freshly Mixed Concrete.
- S. ASTM C231—Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
- T. ASTM C260—Standard Specification for Air-Entraining Admixtures for Concrete.
- U. ASTM C309—Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
- V. ASTM C494—Standard Specification for Chemical Admixtures for Concrete.
- W. ASTM C595—Standard Specification for Blended Hydraulic Cements.
- X. ASTM C618—Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
- Y. ASTM C652—Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale).
- Z. ASTM D994—Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).
- AA. ASTM D1752—Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction.

1.03 SUBMITTALS

- A. Submit shop drawings in accordance with Section 01 33 00—Submittals.
- B. Submit the following information:
 - 1. Gradation of fine and coarse aggregate—ASTM C33.
 - 2. Specific gravity and dry rodded density of each aggregate.
 - 3. Test of deleterious substances in fine and coarse aggregate—ASTM C33.
 - 4. Design mix of each individual concrete mix to be used.
 - 5. Previous test results or trial batch results with 7- and 28-day compressive strengths for each concrete mix proposed.
 - 6. Certified mill test results for cement identifying brand, type, and chemistry of cement to be used.
 - 7. Brand, type, principal ingredient, and amount of each admixture to be used.
- C. It is important that the above data be submitted to ENGINEER well in advance of anticipated concreting operations to avoid any delay in construction.

PART 2-PRODUCTS

2.01 CEMENT

- A. Cement shall be Portland cement Type I/II conforming to ASTM C150 or Portland limestone cement Type 1L conforming to ASTM C595. All cement shall be the product of one reputable manufacturer and mill.
- B. Cement shall be stored in a dry, weathertight, properly ventilated structure with the floor raised not less than 1 foot above the ground.

2.02 FLY ASH

- A. All fly ash used as an admixture in Portland cement or Portland limestone cement concrete shall be Class C or F conforming to the requirements of ASTM C618.

2.03 AGGREGATE

- A. All aggregates shall be washed and shall consist of natural sand, gravel, or crushed rock and shall have clean, hard, durable, uncoated grains of strong minerals. The amounts of deleterious substances present in the fine and coarse aggregate expressed in percentages by weight shall not exceed the following:

Deleterious Substance	Aggregate	
	Fine	Coarse
Clay Lumps and Friable Particles	3.0	3.0
Coal and Lignite	0.5	0.5
Mineral finer than No. 200 sieve	3.0	
Soft Fragments	3.0	3.0
Chert*	---	5.0
Sum of Chert and Clay Lumps		5.0

* Material classified as chert and having a bulk specific gravity of less than 2.45. The percentage of chert shall be determined on the basis of the weight of chert in the sample retained on a 3/8-inch sieve divided by the weight of the total sample.

- B. The combined amount of all deleterious substances in an aggregate shall not exceed 5% of the weight of the aggregate.
- C. If requested by ENGINEER, sodium sulfate soundness tests (ASTM C88) shall be performed on the aggregate. When the aggregate is subjected to 5 cycles, the weight loss shall not exceed 12%. Samples of proposed aggregates shall be submitted to an independent laboratory for testing in advance of concrete work. All testing shall be performed in accordance with ASTM C33. Certified test results shall be submitted to ENGINEER confirming that aggregate complies with all stated specifications. Report shall identify source of aggregate and absorbed water.

- D. Fine aggregate shall be well-graded from coarse to fine and shall conform to the following requirements:

Percentage by Weight	
Passing 3/8-inch sieve	100
Passing No. 4 sieve	95-100
Passing No. 8 sieve	80-100
Passing No. 16 sieve	50-85
Passing No. 30 sieve	25-60
Passing No. 50 sieve	5-30
Passing No. 100 sieve	0-10

- E. Gradation of fine aggregate shall be reasonably uniform and not subject to the extreme percentages of gradation specified above. The fineness modulus shall be not less than 2.3 or more than 3.1, nor shall the fineness modulus of any sample vary by more than +0.20 from the fineness modulus of the representative sample used in proportioning the concrete.
- F. If requested by ENGINEER, fine aggregate shall be subjected to the color-metric test for organic impurities (ASTM C40) and shall not produce a color darker than Figure 1, unless they pass the mortar strength test. Aggregate producing color darker than Figure 2 shall not be used in any event.
- G. Coarse aggregate shall be well-graded from coarse to fine, and when tested by laboratory sieves having square openings, shall conform to the following requirements:

	Percentage by Weight Aggregate	
	3/4-Inch Stone	1 1/2-Inch Stone
Passing 2-inch sieve	---	100
Passing 1 1/2-inch sieve	---	90-100
Passing 1-inch sieve	100	20-55
Passing 3/4-inch sieve	90-100	0-15
Passing 3/8-inch sieve	20-55	0-5
Passing No. 4 sieve	0-10	---
Passing No. 8 sieve	0-5	---

- H. The 3/4-inch aggregate shall be used in concrete members no thinner than 4 inches and less than 10 inches thick. A blend of 3/4-inch and 1 1/2-inch aggregate shall be used in members 10 inches thick and thicker with the 3/4-inch aggregate comprising between 35% and 65% of the total coarse aggregate. When members thinner than 10 inches are placed monolithically with members thicker than 10 inches, the aggregate requirements for the thinner member shall apply.
- I. Aggregates must be allowed to drain for at least 12 hours before being used. The ground upon which aggregates are stored must be hard, firm, well-drained, and free from all vegetable matter. Various sizes of aggregates must be stored separately, and if they have become contaminated or merged with each other, they shall not be used.

2.04 WATER

- A. Water used in mixing concrete shall be clean and free from injurious amounts of oil, alkali, organic matter, or other deleterious substances.

2.05 ADMIXTURES

- A. Water Reducing Admixture shall be Master Pozzolith® 200 by Master Builders Solutions, Daracem 19 by Grace, or equal. Water reducing admixture shall conform to ASTM C494, Type A and Type F. Water reducing admixture shall not reduce durability, shall increase strength 10%, and shall not affect bleeding characteristics over reference mix.
- B. Air-Entraining Admixture shall be equal to MasterAir® AE 90 by Master Builders Solutions, Darex by Grace Construction Products, or equal. Air-entraining admixture shall conform to ASTM C260.
- C. Anti-Microbial Admixture:
 - 1. Antimicrobial admixture shall be Con^{mic}Shield®, or equal, as manufactured by ConShield Technologies, Inc.
 - 2. The liquid antibacterial admixture shall be an EPA registered material and the registration number shall be submitted for approval prior to use in the project.
 - 3. The amount to be used shall be as recommended by the manufacturer of the antibacterial additive. This amount shall be included in the total water content of the concrete mix design.
 - 4. The admixture shall be added into the concrete mix water for even distribution of the admixture throughout the concrete mixture.
 - 5. The ready-mix supplier shall submit a letter of certification to the project owner stating that the correct amount and correct mixing procedure were followed for all antimicrobial concrete.
 - 6. The antibacterial admixture shall have successfully demonstrated prevention of MIC in sanitary sewers for ten or more years. After the concrete takes initial set, Con^{mic}Shield® color identifier-indicator (CS IDENTIFIER) shall be applied to the interior surface.
 - 7. The concrete producer shall retain two cured pieces of concrete from each batch made with Con^{mic}Shield® for possible verification by an independent lab. The pieces must have a minimum dimension of 1 square inch but they need not be uniform. Pieces may be obtained from remnants of cylinder break tests. The specimens shall be placed in plastic baggies and clearly labeled with the date, batch number, pipe or manhole dimension and specific project.
- D. No other admixture will be allowed without written approval of ENGINEER. All admixture shall be compatible with cement, aggregate, and water used.

2.06 PROPORTIONING

- A. The proportions of aggregate to cement shall be such as to produce a workable mixture that can be thoroughly compacted and that will work readily in the forms and around reinforcement without permitting materials to segregate or excess water to collect on the surfaces. The combined aggregates shall be such that when separated on the No. 4 sieve, the weight passing the sieve shall not be less than 30% nor greater than 50%.
- B. Concrete of various classes shall have the following maximum water/cement or water/(cement + fly ash) ratio minimum compressive strengths at 28 days and minimum cement and fly ash contents:

Class	Maximum Water/ Cement or Water/ (Cement+Fly Ash)	Minimum 28 Day Strength-Pounds per Square Inch	Cement Content-Pounds per Cubic Yard	Fly Ash- Pounds per Cubic Yard		Anti-Microbial Admixture— Ounces per Cubic Yard
				Type C	Type F	
A	0.42	4,500	611	---	---	---
A-FA	0.42	4,500	520	120	135	---
A-X	0.42	4,500	611	---	---	140
A-FA-X	0.42	4,500	520	120	135	140

- C. Except as otherwise indicated on the drawings or specified, all concrete shall be Class A or Class A-FA concrete. Provide Class A-X or A-FA-X at locations indicated on the Drawings. See Section 03 30 13 for crystalline waterproofing admixture.
- D. All concrete mixes shall be designed for a strength of 15% above that specified to allow for job variations. All mixes shall be designed in accordance with ACI 211.1 by a competent concrete engineer or competent laboratory technician. Required materials test data shall be submitted with design mixes for review and approval by ENGINEER. Mix computations shall be submitted if requested by ENGINEER.
- E. The slump for all concrete shall be 3 inches and concrete with a slump within the range of 2 to 3 1/2 inches will be acceptable unless otherwise stated.
- F. A water-reducing admixture shall be used in all concrete. A qualified representative of the manufacturer shall be available to assist in proportioning the concrete, advise on the proper addition of the admixture to the concrete, and advise on adjustments of concrete proportions to suit job conditions.
- G. An air-entraining admixture shall be used in all concrete except as noted. Air content shall be tested by the pressure method as outlined in ASTM C231 and shall be between 4% to 7% by volume. An air-entraining admixture is not required for concrete patching and for concrete floors, equipment pads, and supports in interior heated buildings where the concrete will be protected from freezing during and after construction.
- H. CONTRACTOR shall submit to ENGINEER concrete cylinder compressive strength results from previous projects for the same concrete mixes proposed on the current project. If this information is not available, one cubic yard trial batches of each individual mix proposed for use shall be made prior to use in the work. Four test cylinders shall be made for each trial batch, two to be tested at 7 days and two at 28 days. The trial batches shall be made preceding actual placement operations so that the results of the 7-day tests can be obtained. All costs for material, equipment, and labor incurred during design of concrete mixes shall be borne by CONTRACTOR.
- I. All aggregates shall be measured by weight. The concrete mixer is to be equipped with an automatic water-measuring device that can be adjusted to deliver the desired amount of water.

2.07 WATERSTOPS

- A. PVC waterstops shall be as manufactured by Greenstreak, Inc., W.R. Meadows, Durajoint, or equal. Provide serrated center bulb-type, nontapered 3/8 inch minimum thickness waterstops manufactured from virgin polyvinyl chloride with no reclaimed/scrapped material

or pigment whatsoever conforming to Corps of Engineers CRD-C-572. The waterstop shall have an integral fastening system consisting of hogrings or grommets. For 6-inch PVC waterstops in construction joints, use Greenstreak, Inc. Profile No. 732, or equal. For expansion joints, use Greenstreak, Inc. Profile No. 735, or equal. Where 4-inch PVC waterstops are called for in the drawings, use Greenstreak, Inc. Profile No. 702, or equal.

- B. Hydrophilic waterstop shall be a flexible hydrophilic natural rubber strip composed of nonvulcanized rubber and urethane polymer hydrophilic agent creating a moisture-activated, self-healing waterproofing compound.
- C. The hydrophilic waterstop shall be NSF Certified for potable water use (Adeka MC-2010MN).
- D. Hydrophilic waterstop shall be Adeka Ultraseal, or equal, products as follows:
 - 1. Construction Joints:
 - a. Wall/slab thickness greater than 9 inches with double mat of reinforcing: MC-2010MN (3/4 inch by 3/8 inch) with embedded stainless steel wire mesh for expansion control. The waterstop shall develop a minimum of 400 psi expansion pressure and withstand a minimum 150-foot hydrostatic head. Expansion amount shall not exceed 120%.
 - b. Wall/slab thickness between 4 inches and 9 inches with 1-inch minimum cover and single or double mat of reinforcing: KBA-1510FP (9/16 inch by 3/8 inch). Expansion amount shall not exceed 30%.
 - 2. Pipe Penetrations:
 - a. Wall/slab thickness between 4 inches and 9 inches and pipe diameter greater than 4 inches and less than or equal to 24 inches: KBA-1510FP (9/16 inch by 3/8 inch).
 - b. Wall/slab thickness greater than 9 inches with double mat of reinforcing and pipe diameter greater than 4 inches and less than or equal to 24 inches: MC-2005T (3/4 inches by 3/16 inches).
 - c. Wall/slab thickness greater than 9 inches with double mat of reinforcing and pipe diameter greater than 24 inches: MC-2010MN (3/4 inch by 3/8 inch) with embedded stainless steel wire mesh for expansion control.

2.08 JOINT FILLER

- A. Expansion joints shall have standard 1/2-inch-thick cork expansion joint filler, W. R. Meadows, or equal, meeting ASTM D1752–Type II. Exceptions to this are expansion joints in exterior concrete walks and between concrete walks and other structures which shall be asphalt expansion joint filler, 1/2-inch-thick, Grace, W.R. Meadows, or equal, meeting ASTM D994.

2.09 BONDING AGENT

- A. Bonding agent for bonding new concrete to existing concrete at construction joints and for bonding concrete overlays to existing concrete shall be a liquid latex product meeting ASTM C1059, Type II. Acceptable products include Euroweld 2.0 by Euclid Chemical, Acrylic Bonding Agent J40 by Dayton Superior, or equal.

2.10 PATCHING ADDITIVE

- A. Acceptable manufacturers include MasterEmaco® A 660 by Master Builders Solutions, Sonocrete by Sonneborn Contech Co., or equal.

2.11 NONSHRINK GROUT

- A. Acceptable manufacturers include Dayton Superior, Master Builders Solutions, or equal. Grout shall be nonshrink, nonmetallic and shall achieve a strength of 7,500 psi in 28 days.

2.12 CURE-SEAL HARDENER

- A. Penetrating sealer for interior building floors shall be Ashford Formula by Curecrete Chemical Company, Inc., or equal. See finish schedule for locations to be used.

PART 3-EXECUTION

3.01 MIXING

- A. Ready-mixed concrete shall be batched, mixed, and delivered in accordance with ASTM C94 and ACI 304R. In general, concrete shall be mixed 50 revolutions at plant, 20 upon arrival at site, and 20 each time water is added; maximum of 110 revolutions at mixing speed. Concrete shall be delivered and discharged within 1 1/2 hours or before the drum has revolved 300 times after introduction of water to the cement and aggregates or the cement to the aggregates. Truck mixers shall be equipped with drum revolution counters. In no event shall concrete which has taken its initial set be allowed to be used. Retempering of concrete is not permitted.
- B. A representative of ENGINEER may be at the batching plant periodically to observe the batching and mixing.
- C. No water shall be added on the job unless required by CONTRACTOR and with the knowledge of ENGINEER; the amount of water, if added, shall be recorded on all copies of the delivery tickets. If water is added, CONTRACTOR shall verify that the required water-cement ratio is not exceeded.
- D. Concrete shall have a temperature not less than 60°F nor more than 80°F as delivered to the jobsite.
- E. With each load of concrete, CONTRACTOR shall obtain delivery tickets and shall make these tickets available for review by ENGINEER. Delivery tickets shall provide the following information:
 - 1. Date.
 - 2. Name of ready-mix concrete plant, job location, and CONTRACTOR.
 - 3. Type of cement and admixtures, if any.
 - 4. Specified cement content in sacks per cubic yard of concrete and approved concrete mix number or designation.
 - 5. Amount of concrete in load, in cubic yards.
 - 6. Water-cement ratio.
 - 7. Water added at job, if any.
 - 8. Truck number and time dispatched.
 - 9. Number of mixing drum revolutions.
- F. For job-mixed concrete, all concrete materials shall be mixed in a machine batch mixer for at least 1 1/2 minutes after all ingredients are in the mixer and shall continue until there is a uniform distribution of the materials and the mass is uniform in color and homogeneous. The mixer shall not be loaded beyond the capacity given by the manufacturer and shall be rotated at the speed recommended by the manufacturer. The mixer is to be provided with positive

timing device that will positively prevent discharging the mixture until the specified mixing time has elapsed.

3.02 JOINTS

- A. CONTRACTOR shall place all joints as shown on the drawings or specified herein. If acceptable to ENGINEER, CONTRACTOR may, at its own expense, place construction joints in addition to and at places other than those shown on the drawings. Unless otherwise shown, all joints shall be straight, truly vertical or horizontal, and proper methods shall be employed to obtain this result.
- B. Where construction joints are not shown on the drawings or specified elsewhere, CONTRACTOR shall provide construction joints in walls as follows:
 - 1. Vertical construction joints at 60 feet on center maximum but not more than 15 feet from corners or intersections.
 - 2. Horizontal construction joints at 18 feet on center maximum for walls 12 inches or more in thickness.
 - 3. Horizontal construction joints of 8 feet on center maximum for walls 10 inches or less in thickness.
- C. Immediately after completion of the first pour at a joint, the concrete surface, reinforcement, and waterstop projecting beyond the joint shall be thoroughly cleaned and laitance removed. The waterstops shall not be disturbed after the concrete in the first pour at a joint has set. Concrete around waterstops shall be thoroughly compacted by hand spading and vibrating. Immediately before the second pour, all extraneous matter shall be removed from the joint, the waterstop and steel cleaned, and the surface thoroughly wetted.
- D. Concrete at all joints shall have been in place at least 48 hours before abutting concrete is placed. At least two hours must elapse after depositing concrete in columns or walls before depositing in beams, girders, or slab supported thereon. Beams, girders, brackets, column capital, and haunches shall be considered as part of the floor system and shall be placed integrally therewith.

3.03 WATERSTOPS

- A. Unless noted otherwise, PVC waterstops shall be provided at all expansion joints and at construction joints in floors and walls of structures exposed to ground or liquid on one side and occupied by personnel or nonsubmerged equipment on the other side.
- B. PVC waterstops shall be made continuous by splicing. Waterstops shall be spliced using a corner, tee, or cross splice, as applicable, at intersections. Waterstops shall be mitered to maintain the continuity of the ribs and center bulb. Splices shall be made using a hot metal plate or an electric splicer and full butt weld. Direct flame will not be allowed. Sample field-splices shall be submitted to ENGINEER for review prior to construction.
- C. PVC waterstops placed in all joints shall be securely held in place by an acceptable method or as shown on the drawings. PVC waterstops shall be installed and secured prior to concrete placement. PVC waterstops shall not be inserted into wet concrete. No nails will be permitted through the waterstop. Great care shall be taken when concrete is placed so that the waterstop remains erect and is not bent over.
- D. Either hydrophilic or PVC waterstop shall be provided at all construction joints in liquid holding tanks and channels that are not adjacent to areas occupied by personnel and at joints between new and existing concrete. Waterstop shall be placed as shown on drawing

details, if any, and in accordance with the manufacturer's recommendations. Where not shown on drawings, waterstops shall be approximately centered in walls and slabs.

3.04 BONDING TO EXISTING CONCRETE

- A. When placing new concrete adjacent to existing concrete, the existing concrete shall be thoroughly roughened, cleaned, and saturated with water 24 hours before pouring new concrete. Existing concrete is defined as concrete more than six months old. At time of new pour, remove any standing water and apply bonding agent. Bonding agent shall be applied in accordance with manufacturer's recommendations.

3.05 PATCHING EXISTING CONCRETE

- A. When patching existing concrete, remove poor concrete until firm hard concrete is exposed; roughen and clean surface of the existing concrete, clean any exposed reinforcing bars, and pour new concrete. Concrete finish shall match existing concrete. New concrete shall be 4,000 psi 28-day strength mixed with patching additive, mixed according to manufacturer's instructions. Concrete shall not be air-entrained.

3.06 EMBEDDED ITEMS IN CONCRETE

- A. All sleeves, inserts, anchors, and embedded items required for adjoining work or for its support shall be placed prior to concreting.
- B. All contractors whose work is related to the concrete or must be supported by it shall be given ample notice and opportunity to introduce and/or furnish embedded items before the concrete is placed.
- C. Embedded items shall be positioned accurately and supported against displacement. Reinforcing bars shall clear embedded items a minimum of 2 inches.

3.07 PLACING CONCRETE

- A. Before placing concrete, all equipment, forms, ground, reinforcements, and other surfaces with which the concrete will come in contact are to be thoroughly cleaned of all debris, ice, and water. Ground shall be wetted prior to placement of concrete on it.
- B. After reinforcement is placed and before concrete is placed over it, ENGINEER shall be allowed sufficient time to observe the reinforcing.
- C. Unless otherwise authorized by ENGINEER, all concrete shall be placed in the presence of ENGINEER.
- D. Concrete shall be conveyed from the mixer to the place of final deposit as rapidly as practicable by methods that will prevent the segregation or loss of materials. Chuting for conveying purposes must be accomplished in such a manner as to prevent segregation or loss of materials. Receiving hoppers shall be installed at the chute discharge and at no point in its travel from the mixer to place of final deposit shall the concrete pass through a free vertical drop of more than 3 feet. Elephant trunks or tremies shall be used in all wall pours to prevent coating of forms and reinforcing bars.
- E. Care shall be taken to avoid an excess of water on the concrete surface. Excess water shall be drained or otherwise removed from the surface. Dry cement or a mixture of cement and sand shall not be sprinkled directly on the surface to absorb water.

- F. Concrete in wall and beam pours shall be deposited in approximately horizontal layers not to exceed 18 inches in thickness. Each layer shall be well worked into the preceding layer while both layers are still soft.
- G. Concrete shall be deposited as nearly as practicable in its final position to avoid segregation from rehandling or flowing. The maximum allowable lateral movement of the concrete after being deposited is 3 feet. Once concreting is started, it shall be carried on as a continuous operation until the placing of the section or panel is completed.
- H. All concrete shall be placed with the aid of mechanical vibrating equipment in accordance with ACI 309. In congested areas, vibration shall be supplemented by hand spading adjacent to the forms. Vibration should secure the desired results within 5 to 15 seconds at intervals of 18 inches apart maximum. The vibrator shall penetrate the preceding layer of concrete. Vibrators shall have a frequency of not less than 10,000 impulses per minute when in operation submerged in concrete.
- I. A sufficient number of spare vibrators shall be kept in ready reserve to provide adequate vibration in case of breakdown of those in use.
- J. In placing concrete in beams where it is intended to be continuous and monolithic with the slab above, a delay to provide for settlement of the deep concrete shall be scheduled before placing the upper concrete in the slab. The length of delay shall be as long as possible and still permit the revibration of the deep concrete.
- K. Concrete is not to be placed under water. A suitable means shall be provided for lowering the water level below surfaces upon which concrete is to be placed. This may require excavating approximately 12 inches below the bottom of the concrete surface and refilling with gravel and compacting. The groundwater shall not be allowed to rise to the bottom of the concrete until 24 hours after the concrete pour has been completed. Water shall not be allowed to fall upon or run across the concrete during this period.
- L. No extra payment will be allowed for dewatering, undercutting, and gravel fill.

3.08 MOIST CURING

- A. All concrete shall be maintained in a moist condition for at least 7 days after being deposited except that for high-early strength concrete, a 3-day period will be sufficient. Moist curing shall be accomplished by one of the following methods:
 - 1. Wood forms left in place and kept wet at all times. If wood forms are not going to be kept wet or if metal forms are used, they shall be removed as soon as practicable and other methods of moist curing shall be started without delay.
 - 2. Use of a curing compound conforming to ASTM C309, Type I as approved by ENGINEER. Curing compound shall be applied at a uniform rate as indicated by the manufacturer sufficient to comply with the requirements of the test water retention of ASTM C156. Curing compound applied to vertical concrete surfaces after forms are removed shall be specially adapted to provide required coverage on the vertical surface. On nonformed surfaces, the curing compound shall be applied immediately after the disappearance of the water sheen after finishing of the concrete. Curing compound shall not be used on concrete surfaces that are to be painted, receive ceramic tile or resilient flooring, or be waterproofed. Care shall be taken not to get curing compound on construction joints, reinforcing steel, and other surfaces against which new concrete will be poured.
 - 3. Use of plastic film. Plastic film shall have a minimum thickness of 4 mils. It shall be placed over the wet surface of the fresh concrete as soon as possible without marring the surface and shall be weighted so that it remains in contact with all exposed surfaces

of the concrete. All joints and edges shall be lapped and weighted. Any tears in the film shall be immediately repaired.

4. Application of wet coverings weighing 9 ounces per square yard such as burlap, cotton mats, or other moisture-retaining fabrics. The covering system shall include two layers and shall be kept continuously moist so that a film of water remains on the concrete surface throughout the curing period.
5. Use of an approved waterproof curing paper. Edges of adjacent sheets shall be overlapped several inches and tightly sealed.
6. Ponding of water or continuous sprinkling of water is permitted. Sprinkling at intervals will not be permitted.
7. Construction joints shall be moist cured by one of the methods listed above except by Method "2."

- B. The use of moist earth, sand, hay, or another method that may discolor hardened concrete will not be permitted.

3.09 HOT WEATHER CONCRETING

- A. When the atmospheric temperature exceeds 80°F during concrete placement, this section and ACI 305 shall apply in addition to all other sections of the specifications.
- B. The temperature of the delivered concrete shall not exceed 85°F.
- C. Care shall be exercised to keep mixing time and elapsed time between mixing and placement at a minimum. Ready-mix trucks shall be dispatched so as to avoid delay in concrete placement, and the work shall be organized to use the concrete promptly after arrival at the jobsite.
- D. The subgrade, forms, and reinforcing shall be sprinkled with cool water just prior to placement of concrete. Prior to placing concrete, there shall be no standing water or puddles on the subgrade.
- E. If approved by ENGINEER, an admixture for retarding the setting of the concrete may be used.
- F. Exposed concrete surfaces shall be carefully protected from drying. Continuous water curing is preferred. Curing compounds shall be white pigmented.

3.10 COLD WEATHER CONCRETING

- A. Conditions of this section shall apply, in addition to all other sections of the specifications, when placing concrete in cold weather. Cold weather is defined as a period when, for more than three successive days, the average daily temperature drops below 40°F. When temperatures above 50°F occur during more than half of any 24-hour period, the period will no longer be regarded as cold weather. The average daily temperature is the average of the highest and lowest temperature during the period from midnight to midnight. Cold weather concreting shall conform to all requirements of ACI 306.1, except as modified by the requirements of these specifications.
- B. Detailed procedures for the production, placement, protection, curing, and temperature monitoring of concrete during cold weather shall be submitted to ENGINEER. Cold weather concreting shall not begin until these procedures have been reviewed for conformance with ACI 306.1.

- C. All concrete materials, forms, ground, mixing equipment, and other surfaces with which the concrete is to come in contact shall be free from frost, and the temperature of contact surfaces shall be 35°F or above. Ground upon which concrete is to be placed shall not be frozen at any depth.
- D. The mixing water and aggregates shall be heated and when entering the mixer shall have temperatures not exceeding 175°F and 80°F, respectively. Concrete temperature as mixed shall not exceed 80°F and shall typically be between 55°F and 70°F. Concrete, when placed in the forms, shall have a temperature of not less than 50°F.
- E. Freshly placed concrete shall be protected by adequate covering, insulating, or housing and heating. If heating is used, ambient temperature inside the housing shall be maintained at a minimum of 70°F for 3 days or 50°F for 5 days. The maximum ambient temperature during curing shall not exceed 80°F. If insulating methods are used, recommendations contained in ACI 306R shall be followed. Surface temperature shall be maintained at 50°F for 7 days. After the curing period, the temperature of the concrete shall be reduced uniformly at a rate not to exceed 40°F per 24 hours until outside air temperature is reached. Heating of enclosure shall continue if it is anticipated that the outside air temperature will drop more than 20°F in the next 24 hours. The concrete temperature shall be obtained by attaching a thermometer provided by CONTRACTOR to the concrete surface. Concrete shall be kept moist.
- F. If heating is used, the housing shall be constructed weathertight and shall be constructed in a manner that will provide uniform air circulation and air temperatures over the complete concrete area that is being cured. Special attention shall be given to the edges and ends of a concrete pour with the housing extending at least 5 feet beyond any concrete surface being protected. The housing shall be in place and heat applied within 2 hours after concrete placement.
- G. Heating may be by steam or hot air. Heaters shall be vented to outside of the housing. Open burning salamanders will not be permitted. Heating devices shall not be placed so close to the concrete as to cause rapid drying or discoloration from smoke.
- H. If heating is used, CONTRACTOR shall provide sufficient 24-hour inspection of the heaters to provide compliance with the above-specified temperature requirements during the curing period. CONTRACTOR shall provide maximum-minimum thermometers for ENGINEER's use.
- I. The use of calcium chloride, salts, or other chemical admixtures for the prevention of freezing is prohibited.
- J. Salts or other deleterious materials shall not be used on temporary or permanent structures above concrete surfaces that are being placed, finished, or cured.

3.11 FINISHING

- A. Flat Work:
 - 1. Floated Finish: Place, consolidate, strike off, and level concrete eliminating high spots and low spots. Do not work concrete further until it is ready for floating. Begin floating with a hand float, a bladed power float equipped with float shoes, or a powered disk float when the bleed water sheen has disappeared and the surface has stiffened sufficiently to permit the operation. Immediately refloat the slab to a uniform texture.
 - 2. Light Troweled Finish: Float concrete surface, then power trowel the surface. Hand trowel the surface smooth and free of trowel marks.

3. Hard Troweled Finish: Float concrete surface, then power trowel the surface. Hand trowel the surface smooth and free of trowel marks. Continue hand troweling until a ringing sound is produced as the floor is troweled.
 4. Tolerance for concrete floors shall be 1/4 inch within 10 feet in any direction. Straight edge shall be furnished by CONTRACTOR.
 5. Broom or Belt Finish: Immediately after concrete has received a floated finish, give the concrete surface a coarse transverse scored texture by drawing a broom or burlap belt across the surface.
 6. The above finishes shall be used in the following locations:
 - a. Float Finish: Surface to receive roofing, waterproofing, or sand bed terrazzo.
 - b. Light Troweled Finish: Submerged tank slabs.
 - c. Hard Troweled Finish: Building floors.
 - d. Broom or Belt Finish: Exterior slabs, sidewalks, tops of walls, and tank slabs to receive grout topping.
- B. Formed Surfaces:
1. Within 2 days after removing forms and prior to application of a curing compound, all concrete surfaces shall be observed and any poor joints, voids, stone pockets, or other defective areas shall be patched at once before the concrete is thoroughly dry. Defective areas shall be chipped away to remove all loose and partially bonded aggregate. The area shall be thoroughly wetted and filled with as dry as practical mortar mix placed to slightly overfill the recess. Mortar shall include a bonding agent. After partial set has taken place, the excess mortar shall be removed flush with the surface on the concrete using a wood float. All patching shall be cured, protected, and covered as specified for concrete. All cracks, leaks, or moist spots that appear shall be repaired. No extra compensation will be allowed CONTRACTOR for such work.
 2. The exterior or removal portion of nonremovable ties shall be removed with the use of a special tool designed for this purpose. Cutting or chipping of concrete to permit removal of exterior portion will not be permitted.
 3. For nonremovable ties, tie rod holes left by the removal of the exterior portion of the tie and cone shall be thoroughly wetted and filled by ramming with as dry as practical mortar mix in such a manner such that it completely fills the hole. Mortar shall include a bonding agent. All patching shall be cured, protected, and covered as specified for concrete. The holes are to be filled immediately after removal of the exterior portion of the tie.
 4. Holes left by removable ties shall be filled by installing a neoprene plug near the center of the wall. The balance of the hole shall be filled with mortar as specified above to within 1 inch of the face of the wall. The remainder of the hole shall be filled with a waterproofing compound.
 5. All finished or formed surfaces shall conform accurately to the shape, alignment, grades, and sections as shown or prescribed by ENGINEER. All surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness. All sharp angles, where required, shall be rounded or beveled. Any formed surface to be painted shall be free of any material that will be detrimental to the paint. The surface of the concrete shall be given one of the following finishes immediately after form stripping:
 - a. Finish A shall be referred to as a sack finish. Surfaces shall be free of contaminants prior to sacking. After wetting the surface, a grout shall be rubbed in using a rubber float or burlap. After the grout hardens sufficiently, it shall be scraped from the surface with the edge of a steel trowel without disturbing the grout in the air holes. After further drying, the surface shall be rubbed with burlap to remove all surface grout. The entire surface shall be finished to secure a continuous, hard, dust-free uniform texture surface free from pinholes and other minor imperfections. Finish A will be required for all unpainted surfaces (See Section 09 91 00 for painted surfaces), interior surfaces of equipment rooms, operation areas, and permanently exposed vertical surfaces. Where steel-faced forms are used to form walls, the

- portion of wall to receive the sack finish shall first be roughened by brush blasting or other acceptable method to achieve a texture similar to 40 to 60 grit sandpaper.
- b. Finish B shall be the same as Finish A, except that the final burlap rubbing may be omitted, providing the steel trowel scraping removes the loose buildup from the surface. Finish B shall be provided for waterproof- and moistureproof-coated surfaces.
 - c. Finish C shall be referred to as a finish that has surface imperfections less than 3/8 inch in any dimension. Surface imperfections greater than 3/8 inch shall be repaired or removed and the affected areas neatly patched. Finish C or smoother shall be provided for interior surfaces of wet wells, tanks, and channels from 1 foot below minimum water surfaces and down and otherwise unfinished interior surfaces.
 - d. Finish D shall be the finish for surfaces that may be left as they come from the forms, except that tie holes shall be plugged and defects greater than 1/2 inch in any dimension shall be repaired. Finish D shall be provided for surfaces to be buried or covered by other construction such as masonry veneer.
- C. All precautions shall be taken to protect the concrete from stains or abrasions, and any such damage shall be removed or repaired under this Contract.

3.12 LOADING OF CONCRETE STRUCTURES

- A. No concrete structure or portion thereof shall be loaded with its design load until the concrete has obtained its specified 28-day compressive strength. This shall include but not be limited to vertical live load, equipment loading, water loading, groundwater loading, and backfill load. Concrete strength at time of loading shall be determined by testing field-cured concrete cylinders.
- B. Extreme care shall be taken so that construction loads do not exceed design loading of the structure.

3.13 WATER TEST

- A. All liquid-retaining structures shall be water-tested by CONTRACTOR before being faced with masonry or backfilled. The structure shall be filled with water, kept full for at least 24 hours, leaks or moist areas marked, and the structure or surrounding area drained. Repairs shall be made from the face of the concrete that is subjected to water pressure. Method of repair shall be reviewed by ENGINEER.
- B. Testing of the structure shall not take place until the last concrete placed in the structure has developed 28-day design strength as determined by testing field-cured concrete cylinders.
- C. After repair, the structure shall again be tested as above. Testing and repair shall continue until all leaks or moist spots have disappeared. Unless otherwise stated, water for testing shall be supplied by CONTRACTOR.

3.14 NONSHRINK GROUT

- A. Nonshrink, nonmetallic grout shall be used for filling recesses and pockets left for equipment installation and for setting of base plates. The material used shall be approved by ENGINEER. Store, mix, and place the nonshrinking compound as recommended by the manufacturer. The minimum compressive strength shall be 5,000 psi at age 7 days and 7,500 psi at age 28 days.

3.15 TESTING AND SAMPLING

- A. The following tests of fresh concrete shall be performed by the SPECIAL INSPECTOR. The SPECIAL INSPECTOR shall prepare, protect, transport, and have tested all cylinders at its expense.
 - 1. Sampling of concrete for slump tests, air tests, temperature tests, and for making concrete test cylinders shall be performed in accordance with ASTM C172.
 - 2. Cylinders:
 - a. Three test cylinders shall be made for each pour less than 25 cubic yards, four test cylinders shall be made for each pour between 25 and 100 cubic yards, and eight test cylinders shall be made for each pour in excess of 100 cubic yards. Each concrete mix shall be represented by at least four cylinders for the entire job. Concrete for cylinders shall be collected near the middle of the load and/or as requested by ENGINEER.
 - b. Cylinders shall be made and tested in accordance with ASTM C31 and ASTM C39, respectively. The cylinders must be kept moist and at temperatures between 60°F and 80°F and shall remain undisturbed and stored in a location free from vibration. In hot weather, the cylinders shall be covered with wet burlap and stored in a shaded area. It is CONTRACTOR's responsibility to provide a suitable protected location for storing cylinders on the jobsite.
 - c. After 24 hours, the cylinders shall be transferred to an independent testing laboratory acceptable to OWNER. The cylinders shall be packed in sawdust or other cushioning material for transit to avoid any bumping or jarring of the cylinders.
 - d. Cylinders shall be broken at 7 and 28 days or as requested by ENGINEER. Test results shall be transmitted immediately and directly to ENGINEER and OWNER. Test data shall include date and location of pour and concrete mix used.
 - 3. Slump Test: The SPECIAL INSPECTOR shall make one slump test near the beginning of all pours with two tests being made for all pours in excess of 25 yards or as requested by ENGINEER. Slump tests shall conform to ASTM C143.
 - 4. Air Test:
 - a. When air-entrained concrete is used, the air content shall be checked by CONTRACTOR near the beginning of all pours with at least two checks being made for all pours in excess of 25 cubic yards, or as requested by ENGINEER.
 - b. The air contents shall be checked using the pressure method in accordance with ASTM C231. The pocket-sized alcohol air indicator shall not be used unless it is first used in conjunction with the pressure method test.
- B. All costs of additional testing and sampling of fresh or hardened concrete needed because of suspected or actual violation of the specifications shall be borne by CONTRACTOR.

3.16 RECORDS

- A. A record is to be kept of all concrete work. The record shall include the date, location of pour, concrete mix, slump, air content, test cylinder identification, concrete temperature, and ambient air temperature. In addition, for cold weather concreting the record shall include the daily maximum-minimum thermometer readings of all thermometers during the entire curing period for all concrete pours. The Resident Project Representative will keep this record, and CONTRACTOR shall assist in obtaining needed information.

3.17 CONCRETE REMOVAL AND PATCHING

- A. All areas disturbed as a result of concrete removal or repair shall be patched as specified in Bonding to Existing Concrete.

3.18 CURING AND SEALING INTERIOR BUILDING FLOORS

- A. Install cure-seal hardener product in accordance with manufacturer's instructions. Apply only to those floors noted to be sealed in the finish schedule.
- B. Where product will be used for moist curing, sealing and hardening, apply to new concrete as soon as the concrete is firm enough to walk on after troweling. Where product will be used for sealing and hardening only, surface must be free of dust, dirt, laitance, curing compounds, and any material that would inhibit the penetration of the product. In some instances, the floor may need to be stripped and neutralized before application.
- C. Spray on at rate of 200 square feet per gallon.
- D. Keep surfaces wet with cure-seal hardener for minimum soak-in period of 30 minutes, without allowing drying out or becoming slippery. In hot weather, slipperiness may appear before the 30-minute time period has elapsed. If that occurs, apply more cure-seal hardener as required to keep entire surface in a nonslippery state for the first 15 minutes. For the remaining 15 minutes, mist the surface as needed with water to keep the material in a nonslippery state.
- E. After this period, when treated surface becomes slippery, lightly mist with water until slipperiness disappears.
- F. Wait for surface to become slippery again and then flush entire surface with water removing all residue of cure-seal hardener.
- G. Squeegee surface completely dry, flushing any remaining slippery areas until no residue remains.
- H. Wet vacuum or scrubbing machines may be used to remove residue, provided manufacturer's instructions are followed.
- I. Protect installed floors until chemical reaction process is complete; at least 3 months.
- J. Clean up spills immediately and spot-treat stains with good degreaser or oil emulsifier.
- K. Protection and cleaning of floors are the responsibility of CONTRACTOR until final completion. Replace concrete that becomes stained because of improper precautions or lack of cleaning.

END OF SECTION

SECTION 03 30 13

CRYSTALLINE ANTIMICROBIAL ADMIXTURE

PART 1—GENERAL

1.01 SUMMARY

- A. Work Includes: Crystalline antimicrobial admixture for concrete.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. U.S. Army Corps of Engineers CRD-C48—Permeability of Concrete.
- B. European Standard EN-12390-8—Testing hardened concrete— Depth of Penetration of Water Under Pressure.
- C. U.S. Bureau of Reclamation—Procedure for Length Change of Hardened Concrete Exposed to Alkali Sulfates.
- D. ASTM C666—Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing.
- E. ASTM C672—Standard Test Method for Scaling Resistance of Concrete Surfaces Exposed to Deicing Chemicals.
- F. ASTM C39—Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
- G. ASTM C157—Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete.
- H. ISO 9001—Quality Management Systems Requirements.

1.03 SYSTEM DESCRIPTION

- A. Crystalline antimicrobial admixture shall be of the crystalline type, defined by the ACI 212.3R–10 Report on Chemical Admixtures for Concrete as a “PRAH” type hydrophilic admixture. It shall react such that it chemically controls and permanently fixes a non-soluble crystalline structure throughout the capillary voids of the concrete. The system shall cause the concrete to become sealed against the penetration of liquids from any direction, and shall protect the concrete from deterioration due to harsh environmental conditions, including microbial induced corrosion in the presence of Thiobacillus Novellus (sewer bacteria) with H₂S concentrations up to 70 parts per million.

1.04 SYSTEM PERFORMANCE REQUIREMENTS

- A. Testing Requirements: Crystalline antimicrobial admixture system shall be tested in accordance with the following standards and conditions, and the testing results shall meet or exceed the performance requirements as specified herein. Independent tests verifying these results shall be submitted prior to approval.
- B. Independent Laboratory: Testing shall be performed by an independent laboratory meeting the requirements of the recognized specifying body of the country in which the testing is performed. Testing laboratory shall obtain all concrete samples and waterproofing product samples.
- C. Crystalline Formation: Crystallizing capability of waterproofing system shall be evidenced by independent SEM (Scanning Electron Microscope) photographs showing crystalline formations within the concrete matrix at a magnification no greater than 2000 times.
- D. Water Permeability: Independent testing shall be performed in accordance with U.S. Army Corps of Engineers CRD-C48–Mod “Permeability of Concrete” and the European Standard EN-12390-8. Under CRD-C48 treated concrete samples shall be pressure tested to 150 psi (350 foot head of water) or 1.05 MPa (106 m head of water). The treated samples shall exhibit no measurable leakage against control samples which shall exhibit full saturation and measurable leakage. EN-12390-8 testing shall show at least a 75% reduction in depth of water penetration for Admixture treated concrete as compared to the control concrete.
- E. Petroleum Product Permeability: Independent testing shall be performed in accordance with the European EN–12390-8. Treated samples shall show a more than an 80% reduction in depth of penetration for both diesel and unleaded gasoline as compared to a control concrete.
- F. Acid Resistance: Independent testing shall be performed to determine “Sulfuric Acid Resistance of Concrete Specimens.” Treated concrete samples (dosage rates of 3%) shall be and tested against untreated control samples after 40 days of curing. All samples shall be immersed in 7% sulfuric acid and weighed daily until a control sample reaches a weight loss of 50%. At this time on final weighing the percentage weight loss of the 3% treated samples shall be 40% or lower.
- G. Sulfate Resistance: Independent testing shall be performed in accordance with US Bureau of Reclamation–Procedure for Length Change of Hardened Concrete Exposed to Alkali Sulfates for weight loss and length change. Samples exposed to Ammonium Sulfate solution for 25 weeks shall show a weight loss of at least 25% less than the control concrete and a length change of –0.01% or less than the control.
- H. Freeze Thaw Resistance Testing: Independent testing in accordance with ASTM C666 for durability of air entrained treated samples shall show at least a 60% improvement for treated concrete versus that of a control concrete when subjected to 250 freeze thaw cycles.
- I. Salt Scaling Resistance: Independent testing in accordance with ASTM C672 for salt scaling resistance shall show no visible scaling for treated sample versus a control sample which shall show showing scaling to a depth of at least 0.5 mm when samples are subjected to 25 freeze thaw cycles.

- J. Compressive Strength: Independent testing shall be performed in accordance with ASTM C39 "Compressive Strength of Cylindrical Concrete Specimens." Concrete samples containing the crystalline waterproofing additive shall be tested against untreated control sample. At 28 days, the treated samples shall exhibit an increase in compressive strength over the control sample.
- K. Concrete Shrinkage: Independent testing in accordance with ASTM C157 for concrete shrinkage shall show neutral to reduced shrinkage for admixture modified concrete as compared to a control sample.
- L. Fire Testing: Independent testing in accordance with a recognized international standard for fire testing shall show negligible difference between admixture treated concrete versus control concrete when slabs are exposed to a hydrocarbon fire.

1.05 SUBMITTALS

- A. General: Submittals shall be in accordance with Section 01 33 00–Submittals.
- B. Product Data: Submit product data, including manufacturer's specifications, installation instructions, and general recommendations. Also include manufacturer's certification or other data substantiating that products comply with requirements of Contract Documents.
- C. Test Reports: Submit, for acceptance, complete test reports from approved independent testing laboratories certifying that antimicrobial admixture conforms to performance characteristics and testing requirements specified herein.
- D. Manufacturer's Certification: Provide certificate signed by manufacturer or manufacturer's representative certifying that the materials to be installed comply in all respects with the requirements of this specification.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer to have no less than 10 years' experience in manufacturing the crystalline antimicrobial admixture for the required work, and be capable of providing field service representation during construction phase. Manufacturers that cannot provide the performance test data specified herein will not be considered for the project. Manufacturer to be ISO 9001 certified.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.

PART 2–PRODUCTS

2.01 MATERIALS

- A. Crystalline antimicrobial admixture shall be Bio-San C500 by Xypex Chemical Corporation, or equal.

- B. Substitutions: No substitutions will be considered without submission of test data proving that performance of requested substitute product is equal or better than the specified materials and meets the specification requirements of this section.
- C. Source Quality: Obtain proprietary crystalline antimicrobial admixture from a single manufacturer.

2.02 DOSAGE AND MIXING

- A. Dosage Rate: Dosage rate shall be 1% of Bio-San C500 by weight of Portland cement content.

PART 3–EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's product data regarding installation, including technical bulletins, product catalogue, installation instructions and product packaging labels.

3.02 PROJECT CONDITIONS

- A. Setting Time and Strength: Some retardation of set may occur when using concrete containing crystalline antimicrobial admixture. The amount of retardation will depend upon the concrete mix design, the dosage rate of the Admix, temperature of concrete and climatic conditions. Concrete containing crystalline antimicrobial admixture may develop higher ultimate strengths than plain concrete. Conduct trial mixes under project conditions to determine setting time and strength of the concrete. Consult with manufacturer or manufacturer's representative regarding concrete mix design, project conditions and proper dosage rate.

3.03 APPLICATION

- A. General: Crystalline antimicrobial admixture shall be added to the concrete mix at time of batching. Thorough blending of the crystalline waterproofing admixture throughout the concrete mix is essential for correct performance of the product and, therefore, care should be taken so that a homogeneous mixture is obtained.
- B. Concrete Batching and Mixing: Procedures for mixing will vary according to type of batch plant operation and equipment.
 - 1. Ready Mix Plant–Dry Batching Operation: Add crystalline antimicrobial admixture powder to drum of ready-mix truck, then add 60% to 70% of required water along with 300 to 500 pounds of aggregate. Mix the materials for 2 to 3 minutes so that the Admix is distributed evenly throughout the mix water. Add balance of materials to the ready-mix truck and mix in accordance with standard batch practices.
 - 2. Ready Mix Plant - Central Mix Operation: Mix crystalline antimicrobial admixture with water to form a very thin slurry (e.g., 15 to 20 pounds or 6.75 to 9 kg of powder mixed with 3 gallons or 13.6 liters of water). Pour the required amount of material in drum of ready-mix truck. The aggregate, cement and water should be batched and mixed in the plant in accordance with standard practices (taking into account the quantity of water that has already been placed in the ready-mix truck). Pour the concrete into the truck

and mix for at least 5 minutes to provide even distribution of the crystalline antimicrobial admixture throughout the concrete.

3. Pre-cast Batch Plant–Pan Type Mixer: Add crystalline antimicrobial admixture to the rock and sand, then mix thoroughly for 2 to 3 minutes before adding the cement and water. The total concrete mass should be blended using standard practices.

3.04 CURING

- A. General: Concrete containing crystalline antimicrobial admixture shall be moist cured in accordance with ACI Reference 308, "Standard Practice for Curing Concrete."
- B. Curing Compounds: Curing compounds may be used in the event that project requirements or conditions prevent moist curing. Curing compounds shall comply with ASTM C-309.

3.05 PROTECTION

- A. Protection: Protect installed product and finished surfaces from damage during construction.

3.06 INTERFACE WITH OTHER MATERIALS

- A. Backfilling: Normal backfilling procedures may be used after concrete has been cured for at least seven days. If backfill takes place within seven days after concrete placement, then backfill material shall be moist so as not to draw moisture from the concrete. In no event shall backfilling take place before concrete has gained sufficient strength to withstand the applied load.
- B. Grout or concrete topping: Because concrete containing crystalline admixture forms a relatively smooth surface and the resulting crystalline formation fills the concrete pores thereby reducing suction characteristics of the concrete, it may be necessary to use a suitable bonding agent for proper bonding of cementitious systems.
- C. Where concrete containing crystalline antimicrobial admixture will be covered with coatings or other surface-applied materials, it shall be the responsibility of the installer of the surface-applied material that is to be applied over concrete containing crystalline antimicrobial admixture, to take whatever measures are necessary, including testing, to promote acceptance by or adhesion to the waterproofing treatment.

END OF SECTION

SECTION 03 41 13

PRECAST CONCRETE HOLLOW CORE PLANKS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Precast concrete hollow core planks.
 - 2. Connection plates and hangers.
 - 3. Grouting plank joint keys.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. ACI 318-Building Code Requirements for Reinforced Concrete.
- B. ASTM C150-Portland Cement.
- C. AWS D1.1-Structural Welding Code.
- D. AWS D1.4-Structural Welding Code-Reinforcing Steel.
- E. PCI-Manual For The Design of Hollow Core Slabs.
- F. PCI MNL-116—Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products.
- G. PCI MNL-120—Design Handbook—Precast and Prestressed Concrete.
- H. PCI MNL-123—Manual on Design of Connections for Precast Prestressed Concrete.
- I. PCI-Design Handbook-Precast and Prestressed Concrete.
- J. PCI-Tolerances for Precast and Prestressed Concrete.

1.03 DESIGN REQUIREMENTS

- A. Size components to withstand design loads in an unrestrained condition as follows for roof assembly: All dead loads plus 21 psf snow load plus concentrated and equipment loads shown on the drawings. Increased loading due to snow drifting at obstructions and changes in roof elevation shall be included in the design.
- B. Plank shall be designed in accordance with the PCI-Manual For The Design of Hollow Core Slabs and PCI-Design Handbook.
- C. Plank shall be capable of resisting shear forces as a diaphragm. Diaphragm chords will be the masonry bond beams.

1.04 SUBMITTALS

- A. Professional Engineer: All plank designs shall bear the name and seal of a State of Iowa licensed structural engineer. CONTRACTOR shall be responsible for submitting the required additional copies of plank drawings with original stamp and signature for submittal to the State of Iowa. These materials must be submitted prior to installation.
- B. Shop Drawings: Indicate plank locations, unit identification marks, connection details, edge conditions, bearing requirements, support conditions, dimensions, openings, openings intended to be field cut, and relationship to adjacent materials.
- C. Product Data: Indicate standard component configuration, design loads, deflections, and cambers.

1.05 QUALIFICATIONS

- A. Fabricator: Company specializing in manufacturing the work of this section with 3 years experience. Maintain plant records and quality control program during production of precast planks. Make records available upon request.
- B. Erector: Company specializing in erecting the work of this Section approved by fabricator.
- C. Design precast concrete members in accordance with PCI Manual For The Design of Hollow Core Slabs under direct supervision of a professional engineer experienced in design of this work and licensed in the State of Iowa.
- D. Welder: Qualified within previous 12 months in accordance with AWS D1.1.

1.06 REGULATORY REQUIREMENTS

- A. Conform to ACI 318 and the 2018 International Building Code for design load and on-site construction requirements.
- B. CONTRACTOR shall submit additional copies of shop drawings for submittal to the building code official by ENGINEER.

1.07 PREINSTALLATION CONFERENCE

- A. Convene minimum one week prior to commencing work of this section under provisions of Section 01 31 00–Coordination, Field Engineering, and Meetings.
- B. Discuss anchor and weld plate locations, sleeve locations, and cautions regarding cutting or core drilling.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Lifting or handling devices shall be capable of supporting member in positions anticipated during manufacture, storage, transportation, and erection.
- B. Mark each member with date of production and final position in structure.

1.09 COORDINATION

- A. Coordinate the work of framing components not post tensioned but directly associated with the work of this section.
- B. Coordinate field cut openings with affected section.
- C. Coordinate location of hanger tabs and devices for mechanical and electrical work.
- D. Coordinate location of anchors to be placed in masonry walls.

PART 2-PRODUCTS

2.01 FABRICATORS

- A. The plank shall be prestressed hollow-core precast concrete plank as fabricated by the Spancrete Company, Flexicore Company, or equal.

2.02 MATERIALS

- A. Materials shall comply with provisions of ACI 318.
- B. Cement grout for grouting joints shall be one part Portland Cement per ASTM C150, three parts sand and water.

2.03 ACCESSORIES

- A. Connecting and supporting devices shall be 304 stainless steel unless noted otherwise.
- B. Bearing pads shall be high-density plastic, 1/8 inch thick.
- C. Caulk as approved by plank manufacturer.

2.04 FABRICATION

- A. Conform to AWS D1.4., PCI MNL-116, and PCI MNL-120, and PCI MNL-123.
- B. Embed anchors, inserts, plates, angles, and other items at locations indicated.
- C. Cut exposed ends flush.

2.05 FINISHES

- A. Plank to be painted shall be field abrasive blasted and painted as specified in Section 09 91 00-Painting.
- B. Connecting and supporting steel devices shall be prime painted per Section 09 91 00-Painting. Do not paint surfaces in contact with concrete or surfaces requiring field welding.

2.06 FABRICATION TOLERANCES

- A. Conform to PCI-Tolerances for Precast and Prestressed Concrete.

PART 3-EXECUTION

3.01 EXAMINATION

- A. Verify that site conditions and supporting structure are ready to receive work and field measurements are as indicated on shop drawings.

3.02 PREPARATION

- A. Prepare support devices for the erection procedure and temporary bracing.

3.03 ERECTION

- A. Erect members without damage to structural capacity, shape, or finish. Replace or repair damaged members.
- B. Align and maintain uniform horizontal and end joints as erection progresses.
- C. Maintain temporary bracing in place until final connection is made. Protect members from staining.
- D. Install bearing pads at bearing ends of planks as indicated.
- E. Adjust differential camber between precast members to tolerance before final attachment and grouting.
- F. Adjust differential elevation between precast members to tolerance before final attachment.
- G. Grout plank joints, trowel smooth. Any grout that may have seeped through to the ceiling below shall be removed before it hardens. Grout shall also be placed between masonry and underside of roof plank in spaces created by roof plank camber over all exterior walls and bearing walls. On nonbearing interior walls, a void over 1/2 inch shall be filled with 1/2-inch expansion material and grout the remainder. This grout shall be applied following roofing. It is the intent that a space of 1/4 inch to 1/2 inch be left for caulking as required in Section 07 90 00-Caulking and Sealants.
- H. Underside of joints between planks that remain exposed shall be caulked as required in Section 07 90 00-Caulking and Sealants.
- I. Where open cores at end of planks are to remain exposed to view. The cores shall be grouted full for a minimum 6-inch depth to provide finished end of plank.
- J. Secure units in place. Perform welding, where shown, in accordance with AWS D1.1.

3.04 ERECTION TOLERANCES

- A. Erect members level and plumb within allowable tolerances. Conform to PCI MNL-116.

3.05 CUTTING OPENINGS

- A. Cooperation shall be extended to all trades in permitting the insertion of anchors, hangers, vents, electrical outlets, etc. Holes needed for such devices shall be cut in the field by the various trades. Cuts shall be made with a masonry saw or core drill. The various trades shall be present during installation of the roof deck. All openings not dimensioned or shown on the drawings shall be located by the trades requiring the openings. All openings larger than 8 inches in any dimension shall be made by the roof slab supplier, and where necessary, hangers shall be furnished by the supplier. All spalling shall be repaired by the roof plank supplier prior to caulking. It is essential that plank which will remain exposed from below have a neat finished surface. Particular care shall be given to appearance of holes and openings.

END OF SECTION

SECTION 03 70 00

MASS CONCRETE

PART 1—GENERAL

1.01 SUMMARY

- A. This section covers mass concrete, defined as concrete elements (slabs, walls, footings, or other) with least dimension greater than or equal to 3 feet 0 inch), and includes supplemental requirements to concrete specification Section 03 30 00—Cast-In-Place Concrete.
- B. The Work covered by this section shall be all concrete walls and slabs on the project with thickness greater than or equal to 3 feet 0 inch.

1.02 REFERENCES

- A. ACI 207.2R-Report on Thermal and Volume Change Effects on Cracking of Mass Concrete.
- B. ACI 318-Building Code Requirements for Reinforced Concrete.
- C. ASTM C33-Standard Specification for Concrete Aggregates.
- D. ASTM C595-Standard Specification for Blended Hydraulic Cements.
- E. ASTM C618-Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
- F. ASTM C937-Standard Specification for Grout Fluidifier for Preplaced-Aggregate Concrete.
- G. ASTM D4791-Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate.

1.03 GENERAL

- A. Concrete Temperature Requirements:
 - 1. The maximum concrete temperature at any location shall not exceed 158°F and the maximum temperature difference between any two monitored locations shall not exceed 35°F.
 - 2. The maximum concrete temperature at time of delivery and placement shall be as indicated in Table 1 at the end of this section, and shall not be less than 35°F. Mass concrete shall be gradually cooled so that the temperature drop in any concrete surface during the specified period does not exceed 20°F in any 24-hour period.

1.04 SUBMITTALS

- A. Submittals shall be provided in accordance with Section 01 33 00—Submittals and in accordance with Table 2 at the end of this section.

- B. All drawings and calculations shall bear the seal of a Professional Engineer licensed in the state of Iowa, qualified in the monitoring of mass concrete construction and placement.
- C. Following ENGINEER review of concrete ingredients and proposed mixture proportions, a second set of submittal data shall be provided that includes:
 - 1. Thermal Analysis and Model.
 - 2. Thermal Control Plan.
 - 3. Thermal Monitoring Plan.
 - 4. Curing and Heat Removal Methods.
 - 5. Construction Joints.

1.05 QUALITY ASSURANCE

- A. Preconstruction Meeting: At least 14 days prior to mass concrete placement, and after all applicable submittals have been reviewed by ENGINEER, CONTRACTOR shall conduct a meeting to review the detailed requirements for the work. Site conditions, surface preparation, proposed equipment, procedures, material mixing, placing and finishing procedures, and curing methods shall be discussed. CONTRACTOR shall require the attendance of all involved parties, including, but not limited to, CONTRACTOR's superintendent, concrete supplier, concrete placement and finishing subcontractor, manufacturer's field representatives and ENGINEER. Minutes of the meeting shall be recorded, typed and printed by CONTRACTOR and distributed to all parties within 5 days after the meeting.
- B. Monitoring System and Sensor Handling and Storage:
 - 1. Thermal monitoring and sensors shall be properly handled and stored to prevent damage during construction. Thermal monitoring devices and data collectors shall be stored in a moisture proof enclosure and shall not be subjected to weather conditions that affect the functioning of the equipment.
 - 2. Thermal monitoring equipment and devices shall be provided with a continuous power source and with a battery backup system with a 24-hour capacity. Electrical sensors and thermocouple wires shall be properly protected and shielded from interference for accurate monitoring. Thermocouple wires shall not be cut. In locations subject to high traffic and heavy equipment, thermocouple wires shall be placed in electrical conduit and buried below grade.

PART 2-PRODUCTS

2.01 LIMITING REQUIREMENTS

- A. Limiting requirements for mass concrete shall be as indicated in Table 1 at the end of this section, and as follows.
- B. Cementitious Materials Content Limits:
 - 1. The minimum quantity of cementitious material in the concrete shall be as indicated in Table 1 at the end of this section.
 - 2. Portland cement shall have low heat of hydration properties or shall incorporate Class F fly ash or slag cement. The use of Type I cement alone will not be acceptable. The selected cementitious material(s) shall have a heat of hydration less than 70 cal/g at 7 days.
 - 3. Type II cement shall contain no more than 8% tricalcium aluminate (C3A).

4. Cement shall be low-alkali containing less than 0.60% alkalis calculated as the percentage of Na₂O plus 0.658 times the percentage of K₂O.
- C. Maximum Water-Cementitious Material Ratio: The maximum water-cementitious material ratio shall be as indicated in Table 1 at the end of this section.
- D. Coarse Aggregate:
1. Nominal maximum coarse aggregate size for mass concrete shall be as indicated in Table 1 at the end of this section and shall comply with limitations of ACI 318, Chapter 3. Coarse aggregate for pumped concrete shall be limited to a nominal maximum size of 1 1/2 inches.
 2. The quantity of flat and elongated particles in the separate aggregate size groups shall not exceed 25%, as determined by ASTM D4791. Flat and elongated particles shall be defined as having a width to thickness ratio and length to width ratio of 3:1.
 3. Coarse aggregate absorption shall be less than 3% and have a specific gravity greater than 2.5.
 4. The maximum allowable percentages of deleterious substances shall be as indicated in Table 1 at the end of this section.
 5. The acceptable percentages of aggregates in each size range shall be as follows:

Nominal Maximum Size, inches	Percent of Cleanly Separated Coarse Aggregate			
	Coarse	Medium	Fine	
	3 to 1 1/2 inch (larger dimension inclusive)	1 1/2 to 3/4 inch (larger dimension inclusive)	3/4 to 3/8 inch (larger dimension inclusive)	3/8 inch to No. 4 (larger dimension inclusive)
3	20% to 40%	20% to 40%	15% to 25%	10% to 15%
1 1/2	---	40% to 55%	30% to 35%	15% to 25%
3/4	---	---	30% to 70%	20% to 45%

6. The gradation for coarse aggregates shall be as follows:

Test Sieve Size, Square Mesh	Percent by Weight Passing Designated Test Sieve		
	Coarse	Medium	Fine
	3 to 1 1/2 inch (larger dimension inclusive)	1 1/2 to 3/4 inch (larger dimension inclusive)	3/4 inch to No. 4 (larger dimension inclusive)
4 inches	100	---	---
3 inches	90 to 100	---	---
2 inches	20 to 55	100	---
1 1/2 inches	0 to 15	90 to 100	---
1 inch	0 to 5	20 to 55	100
3/4 inch	---	0 to 10	90 to 100
3/8 inch	---	0 to 5	20 to 55
No. 4	---	---	0 to 10
No. 8	---	---	0 to 5

- E. Fine Aggregate:
1. The maximum allowable percentages of deleterious substances shall be as indicated in Table 1 at the end of this section.

2. The gradation for fine aggregates shall be as follows:

Sieve Designation	Percentage Passing, Individual by Weight
3/8 inch	100
No. 4	95 to 100
No. 8	80 to 95
No. 16	60 to 80
No. 30	35 to 65
No. 50	15 to 30
No. 100	5 to 10
No. 200	0 to 5

F. Chemical Admixtures:

1. Mass concrete shall utilize a water reducing admixture to facilitate concrete placement.
2. Unless indicated otherwise, the use of accelerating admixtures shall not be permitted.

G. Strength: Concrete strength in the laboratory and field shall be determined at 7 and 56 days.

2.02 MATERIALS

- A. Unless otherwise specified or authorized by ENGINEER, materials shall conform to the requirements specified herein. Types of materials not specified herein shall be as specified in other sections, as indicated on the drawings or, in the absence of any definite requirement, as recommended by the manufacturer's field representative and acceptable to ENGINEER.

Fly Ash	ASTM C618, Class F (No Exceptions)
Blended Cement	ASTM C595

2.03 MIX DESIGN AND PROPORTIONING

- A. Mass concrete proportions and testing shall comply with the requirements of the Cast-in-Place Concrete section except as modified herein. Proportioning on the basis of field experience will not be acceptable.

2.04 BATCHING AND MIXING

- A. Precooling methods may be used by CONTRACTOR to reduce the concrete placement temperature.

2.05 BLOCKOUT CONCRETE

- A. Blockout concrete shall be provided where a portion of the concrete element is to be blocked out and filled at a later date. Blockout concrete shall be composed of Portland cement, water, fine and coarse aggregate, and admixtures. The concrete mixture proportions, including admixtures, shall be submitted to ENGINEER for review. An expansive admixture conforming to ASTM C937 for grout fluidifier shall be used to allow blockout concrete to fit snugly into the confining space.

PART 3-EXECUTION

3.01 PERFORMANCE AND DESIGN REQUIREMENTS

A. Thermal Analysis and Model:

1. CONTRACTOR shall calculate and submit a Thermal Analysis and Model based on guidelines of ACI 207.2R or USACE ETL 1110-2-542 for each mass concrete pour, demonstrating that the proposed concrete mix does not exceed the temperature limitations.
2. All thermal control measures and assumptions used in the Thermal Analysis and Model shall be indicated in the submittal and employed during testing, construction and curing.
3. The Thermal Analysis and Model shall accurately reflect the concrete pouring conditions and shall indicate the anticipated ambient temperature, concrete placement temperature, concrete constituent material mass and temperature, curing method, and control measures.
4. The Thermal Analysis and Model shall predict the adiabatic temperature rise of the concrete and the maximum temperature in the concrete based on expected conditions at the time of placement.
5. The Thermal Analysis and Model shall be made using software acceptable to ENGINEER, e.g., ConcreteWorks (latest edition) by the Concrete Durability Center.

B. Thermal Control Plan:

1. CONTRACTOR shall develop and submit a Thermal Control Plan describing curing and heat removal procedures that will be used following concrete placement, so the temperature differential between the interior of the section and the outside surface of the section does not exceed the specified limits.
2. The Thermal Control Plan may address a single concrete placement or a series of similar placements that use the same concrete mixture. The Thermal Control Plan shall include, but not be limited to, the following:
 - a. Testing lab results to determine the adiabatic heat generation for the concrete mix to be used.
 - b. Upper limit for concrete temperature at time of placement.
 - c. Proposed construction practices to maintain concrete temperature and temperature differentials within the specified limits.
 - d. Detailed contingency procedures to be used in the event temperature and temperature differential appear to be trending towards non-compliance. Include threshold values of parameters that will be used to trigger contingency action in time to prevent actual violation of the specifications.
 - e. Description of the procedures and equipment that will be used to log temperatures and temperature differences.
 - f. Design of a cooling system, if used, consisting of noncorrosive piping to be embedded in the mass concrete.
 - g. Mass concrete placement plan.
 - h. Description of concrete curing procedures including materials, methods, and planned curing duration.
 - i. Description of formwork removal procedures.
3. If the concrete design mixture is altered or modified, a new Thermal Control Plan shall be submitted for review by ENGINEER.

C. Thermal Monitoring Plan:

1. CONTRACTOR shall develop and submit a Thermal Monitoring Plan describing curing and heat removal procedures that will be used following each concrete placement.
2. Initial temperature readings shall be taken at 15-minute intervals for the first hour after the concrete placement to verify the monitoring system and temperature sensors are properly functioning. Temperatures shall then be recorded at regular intervals, not exceeding 1 hour, for a minimum of 7 days, and until monitored temperature readings indicate the maximum internal temperature has been reached and the temperature of the concrete is declining.
3. CONTRACTOR shall submit daily reports for each mass concrete placement for review by ENGINEER for the full monitoring period.
4. CONTRACTOR shall use a commercially available system to measure and record concrete temperatures. The system shall provide uninterrupted and unalterable data, and shall be capable of measuring a temperature range from 30°F to 215°F to an accuracy of 2°F. The monitoring system shall be centrally located and protected from damage during construction.
5. Mass concrete pours shall have temperatures monitored using a primary and secondary (backup) sensor in at least five locations within the concrete and at one exterior location away from the concrete to measure ambient on-site temperature. Two of the five internal sensor locations shall be placed as follows:
 - a. One sensor at the center of the mass of the concrete placement.
 - b. One sensor at the nearest exterior edge of the center of mass placement and placed 2 inches below the concrete surface.
6. Temperature sensors shall be located to measure the greatest maximum temperature difference in the concrete and shall be acceptable to ENGINEER. The ambient temperature sensor shall be placed in a location that reflects project conditions and is not directly impacted by thermal heating because of sunlight or concrete heat loss. Additional temperature sensors shall be required if deemed necessary by the Thermal Analysis and Model and locations shall be acceptable to ENGINEER.
7. Temperature sensors using thermocouple wire shall be protected during concrete placement. Thermocouple wire shall be replaced if frayed or damaged. Wire may be tied directly to concrete reinforcement but shall be insulated from direct contact with metal or any surface which alters or interferes with the concrete temperature readings.

D. Temperature Control and Corrective Measures:

1. CONTRACTOR shall incorporate all temperature control measures used in the Thermal Analysis and Model. Concrete placed in cold weather shall meet the requirements for cold weather concreting specified in Section 03 30 00—Cast-in-Place Concrete.
2. Surfaces between mass concrete pours shall be properly protected. Protection measures shall begin as quickly as possible after initial set of the concrete. Thermal control measures shall be properly protected from damage from protruding reinforcement and other embedded items.
3. Comparisons of monitoring locations shall be reviewed at least once for each working day.
4. If the concrete temperature requirements of this section are exceeded, CONTRACTOR shall take immediate corrective action as determined in the Thermal Control Plan. Corrective actions shall continue until the concrete temperature complies with the requirements. A revised Thermal Control Plan shall be submitted to ENGINEER for review, and additional placements of mass concrete may be suspended by ENGINEER during the review period. If suspended, mass concrete placement shall not resume without written acceptance by ENGINEER.

5. Control measures shall account for differential concrete temperatures of adjacent concrete pours.

3.02 CONSTRUCTION AND JOINTS

- A. CONTRACTOR shall consider early age implications on concrete cylinder handling, setting times, formwork removal, formwork pressures, and curing duration for mass concrete placements.
- B. Concrete Formwork:
 1. All formwork shall be designed by CONTRACTOR for additional form pressures because of delayed set times of mass concrete placements.
 2. All temperature sensors shall be in place and accessible for review prior to final enclosure of the formwork.
 3. Formwork removal procedures shall be submitted by CONTRACTOR so that the concrete temperature difference at temporarily exposed concrete surfaces does not exceed the temperature difference limit. Alternately, the concrete splitting strength may be measured to determine an appropriate point for formwork removal.
- C. Construction Joints:
 1. Construction joint surfaces shall be properly prepared prior to fresh concrete placement.
 2. Large concrete placements may be divided into multiple smaller concrete placements using lifts. When concrete lifts are used, they shall be considered in the Thermal Analysis and Model and as part of the Thermal Control Plan. Each concrete lift shall be divided into convenient working units and permit installation of embedded items, including sensors. The minimum required number of sensors shall apply for each individual lift.
 3. Concrete shall be placed in horizontal layers of approximately 18 inches thickness within each lift, and shall be placed in stepped progression at a rate that will prevent formation of cold joints. Construction joint spacing shall not exceed 5 feet vertically unless CONTRACTOR submits an alternative placement plan acceptable to ENGINEER. A minimum of three horizontal layers shall be used for 5-foot joint spacing. CONTRACTOR shall provide sufficient time between vertical lifts for adequate dissipation of heat.
 4. Concrete surfaces to which other concrete is to be bonded shall be cleaned by sandblasting or high-pressure water jet. The cleaned surface shall be free of all laitance and inferior concrete so that clean, well bonded coarse aggregate particles are exposed uniformly over the lift surface. The exposed aggregates shall not be undercut. The concrete surface shall be kept continuously wet for the first 12 hours of the 24 hours prior to placing concrete, except that the surface shall be damp with no free water at the time of placement.
 5. Thermal cracking of the existing concrete at construction joints or inadequate bonding to existing concrete will not be acceptable. Concrete inadequately bonded to existing concrete shall be removed.
- D. Pumping: Pumping equipment shall be piston- or squeeze-pressure type. The pipeline shall be rigid steel pipe or heavy-duty flexible hose. The inside diameter of the pipe shall be at least three times the maximum nominal size of the coarse aggregate in the concrete but not less than 4 inches.

- E. Vibrating: An adequate number of vibrators shall be available to meet placing requirements, and spare vibrators shall be available to maintain production in the event of breakdown. The vibrator frequency shall be between 5,500 and 8,500 vpm.
- F. Blockout Concrete: Prior to installation of embedded items, the blockouts or recesses shall be cleaned in accordance with the Construction Joints paragraph above. After installation of embedded items and prior to placing forms, all surfaces of the blockouts, recesses, and items to be embedded shall be thoroughly cleaned of all loose material, oil, grease, and other contaminants which might reduce the bond with the new concrete. Extreme caution shall be exercised in placing blockout concrete to avoid distortion or movement of the embedded items. Any blockout concrete not placed within 30 minutes after contact of the cement and fluidifier shall not be used. The blockout shall be confined on all sides.

3.03 CURING AND HEAT REMOVAL METHODS

- A. When the Thermal Control Plan and Thermal Monitoring Plan indicate the concrete has attained its specified strength and the thermal heat of hydration gradient is decreasing, CONTRACTOR may submit to ENGINEER a request to discontinue curing and heat removal procedures. Concrete curing and heat removal procedures shall not discontinue unless it is deemed acceptable to ENGINEER.
- B. Curing Methods:
 - 1. Unless otherwise acceptable to ENGINEER, mass concrete shall be cured according to the requirements of the Concrete Placing, Finishing, and Curing section except as indicated herein.
 - 2. Curing methods shall be identified in the Thermal Control Plan and shall be properly reflected in the Thermal Analysis and Model.
- C. Insulation Methods:
 - 1. Insulating methods may utilize one or any combination of insulating blankets, spray-applied polyurethane closed-cell foam insulation, and sandwich construction. Insulation blankets shall have an R-value range between 2 to 5°F hr ft²/Btu [0.35 to 0.9 m²•K/W]. Sandwich construction shall be rigid polystyrene between high-density plywood (interior side) and rough plywood (exterior side).
 - 2. When insulation methods are used for more than 7 days, CONTRACTOR may temporarily remove insulation to perform other work. Insulation may only be removed when the temperature difference between the interior of the placement and surface is less than the specified temperature difference limit.
- D. Heat Removal Methods:
 - 1. CONTRACTOR may utilize heat removal methods to reduce the concrete temperature.
 - 2. Cooling piping used for heat removal shall not exceed 1 inch in diameter and shall be of a suitable material acceptable to ENGINEER. Pipes shall be properly secured to avoid damage and movement during concrete placement and shall be leak tested prior to concrete placement. During concrete placement, cooling pipes shall be filled with water to avoid flotation in the forms.
 - 3. For cooling piping installations, shut-off valves shall be used to isolate individual pipes for large configurations and shall be acceptable to ENGINEER prior to concrete placement. Cooling pipe configurations shall be evenly spaced to provide uniform cooling. Configurations which cool concrete placements more rapidly in certain

locations will not be acceptable. Following construction, the cooling piping shall be filled with nonshrink grout.

3.04 FIELD CONTROL TESTING

- A. Field control tests shall comply with the requirements in the Cast-in-Place Concrete section. Cylinders shall not be moved from the site until achieving final set.

3.05 OWNER ACCEPTANCE

- A. Concrete will be evaluated for compliance with all requirements of the specifications. Concrete strength will be only one of the criteria used for evaluation and acceptance of the concrete. The results of all tests performed on the concrete, including thermal monitoring, and other data and information concerning the procedures for handling, placing, and curing concrete will be used to evaluate the concrete for compliance with the specified requirements.
- B. Thermal Monitoring System and Sensors: Both scheduled and unscheduled visits by ENGINEER prior to and during mass concrete placements and curing shall be accommodated. ENGINEER shall be allowed access to thermal monitoring equipment and temperature sensors including all thermocouple wiring and attachments.

TABLE 1

LIMITING REQUIREMENTS FOR MASS CONCRETE

1.	Minimum Cement Content , lbs/cubic yard [kg/m ³]; based on maximum slump and maximum water-cementitious material ratio.	
	Maximum Nominal Aggregate Size, ASTM C33 aggregate (#)	
	Size No. 467 (1 1/2 inch) [38 mm]	480
	Size No. 57 (1 inch) [25 mm]	500
	Size No. 67 (3/4 inch) [19 mm]	520
	Size No. 7 (1/2 inch) [12.5 mm]	555
	Size No. 8 (3/8 inch) [9.5 mm]	---
2.	Compressive Strength , minimum; psi [MPa]	
	Field, 7 days;	1,800
	Field, 56 days; f'_c	4,500
	Laboratory, 56 days; f'_{cr}	5,700
3.	Maximum water-cementitious material ratio	0.45
4.	Maximum nominal coarse aggregate size ; inches [mm].	3
5.	Maximum slump , inches [mm]	
	Slump before superplasticizer added	5
	Slump after adding superplasticizer	8
6.	Total air content , percent ($\pm 1.5\%$)	5.5
7.	Fly ash replacement , percent	Range 15-35
8.	Slag cement replacement , percent	Range 25-70
9.	Testing limits	
	Sand equivalent, min.	75
	Chloride ion, max. percent	0.15
	Shrinkage, max. percent; 4- x 4- x 11-inch specimen	
	Laboratory	0.048
	Field	0.064

	Coarse Aggregate:	
	Clay and shale combined particles shall not exceed, max. percent	3
	Material finer than No. 200 sieve shall not exceed, percent	3
	Coal and lignite shall not exceed, percent	0.5
	Fine Aggregate	
	Material finer than No. 200 sieve shall not exceed, percent	0.5
	Lightweight material shall not exceed, percent	2
	Clay lumps shall not exceed, percent	0.5
	Other deleterious materials shall not exceed, percent	1.5
10.	Concrete temperature, max °F	
	Temperature at time of delivery	85
	Temperature at time of placement	85

TABLE 2

SUBMITTAL REQUIREMENTS FOR MASS CONCRETE

1.	Aggregate reports	
	Fine aggregate	
	Source and type	X
	Gradation	X
	Deleterious materials	X
	Fineness modulus	X
	Alkali-aggregate reactivity	X
	Sand equivalent	X
	Coarse aggregate	
	Source and type	X
	Gradation	X
	Deleterious materials	X
	Abrasion loss	X
	Soundness test	X
	Alkali-aggregate reactivity	X
	Combined aggregate gradation	X
2.	Cement , mill report w/ heat of hydration	X
3.	Cementitious material , type, data sheet, and test report, including heat of hydration (fly ash, slag cement)	X
4.	Admixtures	
	Data sheets and certifications for each required	X
	Manufacturer's approval letter required	X
5.	Mixture proportions , reports	
	Mixture proportions report using field test data (prior experience) acceptable	---
	Job-specific laboratory trial mix required	X
	Three point curves required	X
	Compressive strength at 7 and 56 days	X

	Mixture proportions report	X
	Slump	X
	Water content	X
	Water-cementitious materials ratio	X
	Brand, type, composition, and quantity of cement	X
	Brand, type, composition, and quantity of fly ash and/or slag cement	X
	Specific gravity of each aggregate	X
	Ratio of fine to total aggregates	X
	Air content	X
	Temperature	X
	Unit weight	X
	Time of final set at 70°F and 90°F [21°C and 32°C].	X
6.	Water-soluble Chloride ion	X
7.	Shrinkage	X
8.	Field Compression Test Evaluation Reports taken at End of Delivery Truck Chute	X

END OF SECTION

SECTION 04 05 13
MORTAR AND MASONRY GROUT

PART 1–GENERAL

1.01 SUMMARY

- A. The work includes mortar and grout for masonry.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. 2018 International Building Code.
- B. ASTM C91–Masonry Cement.
- C. ASTM C144–Aggregate for Masonry Mortar.
- D. ASTM C150–Portland Cement.
- E. ASTM C207–Hydrated Lime for Masonry Purposes.
- F. ASTM C404–Aggregates for Masonry Grout.
- G. ASTM C476–Grout for Masonry
- H. ASTM C979–Pigments for Integrally Colored Mortar/Concrete.

1.03 SUBMITTALS

- A. Submit under provisions of Section 01 33 00–Submittals.
- B. Submit information on Portland cement, integral waterproofing compound, and hydrated lime for mortar. Include design mix with proportions of materials being used. Submit gradation on aggregates.
- C. Submit design mix for grout including gradation of aggregates.
- D. Manufacturer's certificate: Certify that products meet or exceed specified requirements.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. All cement shall be stored in a dry, weatherproof, properly ventilated structure which will protect it from dampness and freezing.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. See Section 04 20 00–Unit Masonry System, for cold weather requirements.

PART 2-PRODUCTS

2.01 MORTAR

- A. Provide Portland cement-lime mortar or masonry cement mortar with proportion restrictions as stated in the 2018 International Building Code. Provide Type N mortar for exterior non-load bearing brick and split face block veneer. Provide Type S mortar for all other masonry. Provide integral waterproofing compound in mortar for all exterior masonry.
- B. Portland cement shall conform to ASTM C150, Type I or III.
- C. Hydrated lime shall conform to ASTM C207, Type S.
- D. Masonry cement shall conform to ASTM C91.
- E. Integral waterproofing compound shall be Dry-Block by W.R. Grace Company, or equal.
- F. Mortar aggregate for ordinary tile, brick, stone, and block shall consist of clean, sharp sand, conforming to ASTM C144. The sand shall be graded within the following limits:

Sieve Number	Percent by Weight Passing
4	100
8	95 to 100
16	70 to 100
30	40 to 75
50	10 to 35
100	2 to 15
200	---

- G. Sand from any one source shall not vary over the extreme limits shown above. For unusually thin joints, such as occur with a unit having cut or ground edges, the aggregate used shall conform to these specifications except that 95% shall pass a No. 16 sieve.
- H. Water used in mixing water shall be clean and free of injurious materials.
- I. Mortar shall be thoroughly mixed until of uniform color and consistency. Only sufficient mortar to meet the immediate requirements of the work shall be mixed at one time. No mortar shall be retempered after it has begun to set, and no partially set mortar shall be used. No antifreeze material shall be used in the mortar to lower the freezing point.
- J. Colored mortar shall be provided for split face block mortar. Colored mortar shall be Western Colored Masons Blend, premixed and colored as manufactured by Western Lime and Cement Company or equal. Color shall be selected by OWNER. White cement and sand will not be required.

2.02 GROUT

- A. Grout shall conform to ASTM C476-Mortar and Grout for Reinforced Masonry.
- B. Aggregates shall conform to ASTM C404-Aggregates for Masonry Grout.

- C. Grout shall have a minimum 28-day compressive strength of 2,500 psi with the following proportions:
 - 1. Fine Grout: 1 Portland Cement: 0 to 1/10 lime: 2 1/2 to 3 fine aggregate.
 - 2. Coarse Grout: 1 Portland Cement: 0 to 1/10 lime: 2 1/2 to 3 fine aggregate: 1 to 2 coarse aggregate.
- D. Fine grout shall be used in spaces with least horizontal dimension greater than 3/4 inch and less than 2 1/2 inches. Coarse grout shall be used in all spaces with least dimensions 2 1/2 inches or greater.

PART 3—EXECUTION

3.01 INSTALLATION

- A. Brace masonry for wet grout pressure.
- B. Work grout into masonry cores and cavities.
- C. Where joints occur in grout, they shall be made 2 inches below the block joint so that a key is provided.
- D. Grout full masonry walls from top of floor to underside of all lintels at openings for a distance of 16 inches adjacent to each side of opening, unless shown otherwise on the drawings.

END OF SECTION

SECTION 04 20 00

UNIT MASONRY SYSTEM

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Concrete block.
 - 2. Brick.
 - 3. Reinforcement, anchorage, control joints, and accessories.
 - 4. Cold weather requirements.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 ALLOWANCES

- A. The bricks to be used shall be of the following size, bond, and assumed net price to purchase and deliver. Modular size (7 5/8 by 2 1/4 by 3 5/8) running bond assumed price of \$1,000 per MFOB Installation shall be included in the Lump Sum Bid Item.
- B. Face brick shall be included in CONTRACTOR's proposal at assumed net price as indicated per MFOB delivered to the job site. Should net cost of brick be more or less than assumed amount, OWNER will adjust amount of Contract at time of final payment based on number of bricks used in the work and actual net price paid to supplier by CONTRACTOR for brick delivered as noted above.

1.03 REFERENCES

- A. 2018 International Building Code.
- B. ASTM C67—Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile.
- C. ASTM C90—Standard Specification for Loadbearing Concrete Masonry Units.
- D. ASTM C216—Standard Specification for Facing Brick (Solid Masonry Units Made from Clay or Shale).
- E. UL—Fire Resistance Directory.

1.04 QUALITY ASSURANCE

- A. Variation from the plumb in the lines and surfaces of columns and walls shall not exceed 1/4 inch in 10 feet, 3/8 inch in a story height or 20 feet maximum or 1/2 inch in 40 feet or more. Variation from plumb for external corners, expansion joints, and other conspicuous lines shall not exceed 1/4 inch in any story or 20 feet maximum or 1/2 inch in 40 feet or more.

- B. Variation from the level of the grades indicated on the drawing for exposed lintels, sills, parapets, horizontal grooves, and other conspicuous lines shall not exceed 1/4 inch in any bay or 20 feet or 1/2 inch in 40 feet or more.
- C. Variation of the linear building line from an established position in plan and related portion of columns, walls, and partitions shall not exceed 1/2 inch in any bay or 20 feet maximum or 3/4 inch in 40 feet or more.
- D. Variation in cross-sectional dimensions of columns and thickness of walls shall not exceed minus 1/4 inch or plus 1/2 inch from the dimensions indicated on the drawings.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Masonry units, when delivered to the site, shall be thoroughly cured and shall be dry. When stored on the site, they shall not be in contact with the ground, shall be kept clean and covered.

1.06 COLD WEATHER REQUIREMENTS

- A. All masonry units delivered to use in freezing weather shall be fully protected by a weathertight covering to prevent accumulation of ice on the units. Loose board covering will not be permitted.
- B. Cold Weather Protection:
 - 1. Remove any ice or snow formed on masonry bed by carefully applying heat until top surface is dry to the touch.
 - 2. Remove all masonry determined to be frozen or damaged by freezing conditions.
 - 3. Perform the following construction procedure while the work is progressing. When air temperature is from 40°F (4°C) to 32°F (0°C), heat sand or mixing water to produce mortar temperature between 40°F (4°C) and 120°F (49°C):
 - a. When air temperature is from 32°F (0°C) to 25°F (-4°C), heat sand or water to produce mortar temperature between 40°F (4°C) and 120°F (49°C); maintain temperature of mortar on boards above freezing.
 - b. When air temperature is from 25°F (-4°C) to 20°F (-7°C), heat sand and mixing water to produce mortar temperatures between 40°F (4°C) and 120°F (49°C); maintain temperature of mortar on boards above freezing; use salamanders or other heat sources on both sides of walls under construction; use wind breaks when wind is in excess of 15 mph.
 - c. When air temperature is from 20°F (-7°C) and below, heat sand and mixing water to produce mortar temperatures between 40°F (4°C) and 120°F (49°C); provide enclosures and auxiliary heat to maintain air temperature above 32°F (0°C); do not lay units which have a surface temperature of 20°F (-7°C).
 - 4. Perform the following protections for completed masonry and masonry not being worked on:
 - a. When the mean daily air temperature is from 40°F (4°C) to 32°F (0°C), protect masonry from rain or snow for at least 24 hours by covering with weather-restrictive membrane.
 - b. When the mean daily air temperature is from 32°F (0°C) to 25°F (-4°C), completely cover masonry with weather-restrictive membrane for at least 24 hours.
 - c. When the mean daily air temperature is from 25°F (-4°C) to 20°F (-7°C), completely cover masonry with insulating blankets or similar protection for at least 24 hours.

- d. When mean daily temperature is 20°F (-7°C) and below, maintain masonry temperature above 32°F (0°C) for 24 hours using enclosures, blankets, and supplementary heat.

PART 2-PRODUCTS

2.01 CONCRETE BLOCK

- A. Concrete block shall be load bearing and shall conform to the requirements of ASTM C90 and the 2018 International Building Code. Bond shall be running bond. Concrete block shall be the two-cell type and shall be made with normal weight aggregate.
- B. Unless otherwise indicated, interior concrete block at window sills and lintels, pilasters, and the top course of walls at roof lines shall be constructed of solid concrete block, lintel block filled with grout, or the cores of the block filled with grout. Interior block at window sills shall be solid concrete block unless otherwise noted. Bullnose block shall be used at all door, window, and wall corners that remain exposed.
- C. All interior concrete block walls shall extend to the underside of roof deck or floor above unless noted otherwise.
- D. Provide sash units with integral dovetail slots at masonry control joints.

2.02 BRICK

- A. Face brick shall be ASTM C216, latest edition, Grade SW, Type FBS, made from clay, shale, fine clay, or mixture thereof. All brick shall be free from cracks, laminations, and other defects that may interfere with proper laying of brick or impair the strength or permanence of the structure.
- B. A certificate of conformance as to grade and type shall be supplied by the manufacturer.
- C. CONTRACTOR shall submit brick samples to ENGINEER for selection. The bricks to be used shall be of modular size (7 5/8 by 2 1/4 by 3 5/8) and running bond.
- D. Provide all brick masonry to complete work.

2.03 DECORATIVE CONCRETE BLOCK

- A. Split Face and Smooth Face Block:
 - 1. Split face units shall be used for all structures. Smooth face units shall be used where shown on the drawings. Nominal face size of units shall be 8 inches by 16 inches. Nominal thickness shall be as shown on the drawings.
 - 2. The block shall be made with an integral coloring compound and an integral waterproofing compound. The block shall be made with normal weight aggregate and shall meet ASTM C33 and ASTM C90.
 - 3. The integral waterproofing compound shall be DRY-BLOCK SYSTEM, Block Admixture as manufactured by W.R. Grace & Co., Cambridge, MA, or equal. The admixture manufacturer shall determine the amount of compound to be used. The admixture used in the block shall be of the same manufacture as used in the mortar.
 - 4. Block colors shall be selected by OWNER.

2.04 REINFORCEMENT AND ANCHORAGE

- A. For concrete block walls, masonry wall reinforcement shall be 220 Ladder-Mesh manufactured by Hohmann & Barnard, Inc., Ladder Wire, manufactured by Wire-Bond, or equal.
- B. For cavity walls, masonry wall reinforcement shall be 265 Ladder Adjustable or manufactured by Hohmann & Barnard, Inc., Ladder Adjustable Tab by Wire-Bond, or equal.
- C. Wall reinforcement and ties shall be hot-dipped galvanized having a minimum 1.50 ounce/square foot zinc coating in accordance with ASTM A153 Class B2.
- D. Side rods shall be 9 gauge wire, and cross rods and tabs shall be 9 gauge wire. Maximum spacing of tabs shall be 24 inches.
- E. Prefabricated corner and tee sections shall be used to form continuous reinforcement around corners and for anchoring abutting walls and partitions.
- F. Masonry Ties To Concrete Backing: For tying masonry to concrete, unless noted otherwise, use individual dove-tail flat bar or wire anchors, the equivalent of not less than 3/16-inch-diameter steel rods, inserted in slots built into concrete with one tie for not more than 4 1/2 square feet of wall area. Ties in alternate courses shall be staggered. The maximum vertical distance shall not exceed 16 inches. The maximum horizontal distance shall not exceed 36 inches. Ties shall be galvanized.
- G. Reinforcing Bar Positioners: Where vertical reinforcing bars are required, provide bar positioners by Hohmann and Barnard, or equal.

2.05 ACCESSORIES

- A. Cellular or honeycomb cell vents, 2 1/2 inches high, shall be provided at weep holes. Cell vents shall be UV-resistant polypropylene, QV-Quadro-Vent, or equal.
- B. Vertical expansion control joints shall be located as shown on the drawings. Control joints shall be constructed with a factory-extruded section of rubber equal to RS Series—Rubber Control Joint by Hohmann & Barnard, Inc., Rubber Control Joint by Wire-Bond, or equal, and shall extend for the entire height of the wall. Care shall be taken so that the gap is free of mortar or debris. Control joint shall be caulked on exposed faces with caulk of a color to match mortar.
- C. See Section 05 50 00—Metal Fabrications for masonry veneer support system at lintels.
- D. See Section 07 26 00—Air Barrier for air barrier on masonry walls.
- E. See Section 07 62 00—Flashing and Sheet Metal for masonry flashing specifications.

PART 3-EXECUTION

3.01 MASONRY WORKMANSHIP

- A. All masonry shall be laid plumb and true to lines. Brick shall be laid with complete full mortar joints. Mortar beds shall be spread smooth or only slightly furrowed. The ends of brick shall be buttered with sufficient mortar to fill the end joint.
- B. All masonry shall be laid in running bond, unless specified otherwise.
- C. Avoid over-plumbing and pounding of the corners and jambs to fit stretcher units after being set in position. Where an adjustment must be made after the mortar has started to harden, the mortar shall be removed and replaced with fresh mortar.
- D. In building cavity walls, the cavity shall be kept clean by slightly beveling the mortar bed to incline toward the cavity or by placing wood strips with attached wire pulls on the metal ties. The strips shall be withdrawn and cleaned before placing the next row of metal ties. Any mortar fins that protrude into the cavity space as the wall is built shall be troweled flat onto the inner face of the wythe.
- E. Where cutting of exposed masonry is necessary, the cuts shall be made with a motor-driven masonry saw or by other methods that provide cuts that are straight and true.
- F. Where flashing is to be laid on or against masonry, the surface of the masonry shall be smooth and free from projections that might puncture the flashing material. Through-wall flashing shall be placed on a bed of mortar, and mortar shall be placed above the flashing.
- G. Weep holes spaced 32 inches on center 2 1/2 inches high shall be provided in the first course immediately above all flashing. Weep holes shall be kept free of mortar droppings.
- H. Outside joints around the perimeter of exterior door and window frames or other wall openings shall be not less than 1/4 inch nor more than 3/8 inch wide and shall be cleaned out to a uniform depth of at least 3/4 inch ready for placement of caulk.
- I. All walls shall be adequately braced until they are completed and anchored to the roof construction.
- J. All brick having initial rates of absorption in excess of 0.25 ounce per square inch per minute shall be wetted sufficiently so that the rate of absorption when laid does not exceed this amount. Wetting of units shall be such so that each unit is nearly saturated, surface dry when laid. During freezing weather, units that require wetting shall be sprinkled with warm water just before laying.

3.02 MORTAR JOINTS

- A. All joints shall be laid plumb to lines. Unless specified otherwise, mortar beds shall be full 3/8 inch thick and shall be spread smooth or only slightly furrowed. Vertical joints shall be shoved not over 3/8 inch thick, unless otherwise shown. All joints shall be completely filled.
- B. Interior and exterior joints shall be tooled concave. All joints shall be tooled to uniform depth and shall be straight and true. Mortar joints shall be cut flush with masonry where rigid thermal insulation will be applied to interior masonry surfaces.

3.03 REINFORCEMENT AND ANCHORAGE

- A. Reinforcement shall be installed in the first and second bed joint 8 inches apart immediately above lintels and below sills at openings. Elsewhere, spacing shall be at 16-inch vertical intervals or as shown on the drawings. Extend reinforcement in the second joint above and below openings 2 feet beyond the jambs. All other reinforcing shall be continuous.
- B. Side rods shall be lapped 6 inches minimum at splices. Reinforcement units shall be of widths required for wall thicknesses as shown. Reinforcement shall be placed to allow for a 5/8-inch mortar cover on the exterior face of walls and 1/2-inch mortar cover on interior faces.
- C. Vertical reinforcing bars shall be installed using prefabricated bar positioners. Provide one positioner at the top of the first course of block and one additional positioner at a maximum spacing of 200 bar diameters.

3.04 BUILT-IN WORK

- A. As work progresses, install all built-in work (such as window and door frames, anchor bolts, plates, and lintels) to be provided by other sections.
- B. Install built-in items plumb and level.
- C. Bed anchors of metal door frames in adjacent mortar joints. Grout all steel door frames full with mortar except those called for to be "removable."
- D. Do not use built-in organic materials subject to deterioration.
- E. Steel members embedded in exterior masonry shall be "battered" with not less than 1/2 inch of setting mortar on all surfaces.

3.05 JOINING OF WORK

- A. Where fresh masonry joins masonry that is partially set or totally set, the exposed surface of the set masonry shall be cleaned and lightly wetted so as to obtain the best possible bond with the new work. All loose brick and mortar shall be removed. If it becomes necessary to "stop-off" a horizontal run of masonry, this shall be done only by racking back brick in each course, and if grout is used, stopping grout 4 inches back of the rack. Tothing will not be permitted.

3.06 PROTECTION OF WORK

- A. During erection, all walls shall be kept dry by covering at the end of each day or shutdown period with a canvas or waterproof covering. Partially completed walls not being worked on shall be similarly protected at all times. All covering shall overhang at least 2 feet on each side of the wall and shall be securely anchored.

3.07 MASONRY CONTROL JOINTS

- A. Provide vertical masonry control joints as detailed on the drawings.

- B. Where control joint locations are not shown on the drawings, they shall be provided as follows:
1. Brick veneer:
 - a. Distance from wall corner (maximum): at or near corners.
 - b. Spacing between joints (maximum): 25 feet for panels without openings; 20 feet for panels with openings.
 - c. Additional locations: at changes in wall height.
 2. Block veneer:
 - a. Distance from wall corner (maximum): at inside corners and within 4 inches of outside corners.
 - b. Spacing between joints (maximum): 20 feet or 1.5 times veneer height, whichever is less.
 - c. Additional locations: at changes in wall height.
 3. Block backup walls and single-wythe block walls:
 - a. Distance from wall corner or intersection (maximum): 12 feet or 0.75 times wall height, whichever is less.
 - b. Spacing between joints: 25 feet or 1.5 times wall height, whichever is less.
 - c. Additional locations: at changes in wall height, at steps on top of foundation walls, and at junctions between shallow and deeper.
- C. Where possible, joints shall be located at one or both edges of door, window, and louver openings and at changes in wall height.

3.08 CLEANING NEW WORK

- A. Masonry faces to remain exposed shall be wiped with a damp cloth as the work progresses and thoroughly cleaned and pointed upon completion. If stiff brushes and water will not suffice, the surface shall be thoroughly wetted with plain water and then scrubbed with a 5% or 10% solution of hydrochloric acid. Alternatively, a commercial cleaner such as Sure Klean, or equal, may be used. Immediately after, the surface shall be washed to remove all traces of acid. All surfaces not being cleaned shall be protected from the acid. All mortar shall be removed from surfaces other than masonry.

END OF SECTION

SECTION 05 50 00

METAL FABRICATIONS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Shop-fabricated carbon steel, stainless steel, and aluminum items.
 - 2. Stair treads and risers.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. ASTM A36—Carbon Structural Steel.
- B. ASTM A53—Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- C. ASTM A123—Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- D. ASTM A143—Practice for Safeguarding Against Embrittlement of Hot-Dipped Galvanized Structural Steel Products and Procedure for Detecting Embrittlement.
- E. ASTM A153—Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- F. ASTM A240—Standard Specification for Chromium and Chromium Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
- G. ASTM A276—Stainless Steel Bars and Shapes.
- H. ASTM A307—Carbon Steel Bolts, Studs, and Threaded Rod 60,000 psi Tensile Strength.
- I. ASTM A384—Practice for Safeguarding Against Warpage and Distortion During Hot-Dip Galvanizing of Steel Assemblies.
- J. ASTM A385—Practice for Providing High-Quality Zinc Coatings (Hot-Dip).
- K. ASTM A500—Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
- L. ASTM A780—Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.
- M. ASTM A992—Structural Steel Shapes.
- N. ASTM A1008—Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable.

- O. ASTM A1011—Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
- P. ASTM B209—Aluminum and Aluminum-Alloy Sheet and Plate.
- Q. ASTM B211—Aluminum and Aluminum-Alloy Rolled or Cold Finished Bar, Rod, and Wire.
- R. ASTM B221—Aluminum and-Alloy Extruded Bars, Rods, Wire, Profiles and Tubes.
- S. AWS A2.0—Standard Symbols for Welding, Brazing, and Nondestructive Examination.
- T. AWS A5.4—Stainless Steel Electrodes for Shielded Metal Arc Welding.
- U. AWS D1.1—Structural Welding Code—Steel.
- V. AWS D1.2—Structural Welding Code—Aluminum.
- W. AWS D1.6—Structural Welding Code—Stainless Steel.
- X. ASTM F593—Standard Specifications for Stainless Steel Bolts, Hex Cap Screws, and Studs.
- Y. ASTM F594—Standard Specification for Stainless Steel Nuts.

1.03 DESIGN REQUIREMENTS

- A. All fabrications shall meet applicable code requirements including OSHA.

1.04 SUBMITTALS FOR REVIEW

- A. Comply with pertinent provisions of Section 01 33 00—Submittals.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, sections, elevations, and details where applicable.
- C. Mill Test Reports: Submit indicating structural strength and composition.
- D. Indicate welded connections using standard AWS A2.0 welding symbols. Indicate net weld lengths.

1.05 QUALITY ASSURANCE

- A. Fabricate steel members in accordance with AISC Code of Standard Practice.
- B. Welders Certificates: Certify welders employed on the work, verifying AWS qualification within the previous 12 months.

1.06 QUALIFICATIONS

- A. Qualify welding processes and welding operators in accordance with AWS *Standard Qualifications Procedures*.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver all materials to job site properly marked to identify the structure for which it is intended and at such intervals to allow uninterrupted progress of the work. Marking shall correspond to markings indicated on the shop drawings.
- B. Store all members off the ground using pallets, platforms, or other supports.
- C. Do not store materials on the structure in a manner that might cause distortion or damage to the members of the supporting structures.
- D. In the event of damage, immediately make all repairs and replacements necessary at no additional cost to OWNER.

PART 2-PRODUCTS

2.01 MATERIALS-CARBON STEEL

- A. Steel Sections:
 - 1. ASTM A36 (channels, angles, plates).
 - 2. ASTM A992 (wide flange sections).
 - 3. Pipe: ASTM A53, Grade B.
 - 4. Tubes: ASTM A500, Grade B.
 - 5. Silicon content of steel members to be hot-dipped galvanized shall be in the range of 0 to 0.04%. Submit mill test reports confirming compliance.
- B. Sheet Steel: ASTM A1011.
- C. Plain Washers: Round carbon steel complying with FS FF-W-92.
- D. Bolts, Threaded Rods, and Nuts: ASTM A307 Grade A, or galvanized to ASTM A153 for galvanized components for exterior use and where built into exterior walls.
- E. Lock Washers: Helical spring-type carbon steel complying with FS FF-W-84.
- F. Welding Electrodes: Comply with AWS D1.1. E70XX electrodes for carbon steel. For ASTM A992 steel and any other steel with 50 ksi or greater yield strength, use only E7018 or other E70XX electrodes specifically permitted by AWS D1.1.
- G. Select fasteners for the type, grade, and class required.

2.02 MATERIALS-STAINLESS STEEL

- A. Unless otherwise noted, all stainless steel bars and shapes shall meet the requirements of ASTM A276 and shall be Type 316L.
- B. Unless otherwise noted, all stainless steel bolts shall meet the requirements of ASTM F593 and shall be Type 316L.
- C. Unless otherwise noted, all stainless steel nuts shall meet the requirements of ASTM F594 and shall be Type 316L.

- D. If components are not available in Type 316L, other 300 Series type shall be used as approved by ENGINEER.
- E. Welding Electrodes:
 - 1. Comply with AWS D1.6.
 - 2. Use ER316L electrodes for 316L stainless steel.
 - 3. Use ER308L electrodes for 304L stainless steel.

2.03 MATERIALS—ALUMINUM

- A. Extruded Aluminum: ASTM B221, Alloy 6061, Temper T6.
- B. Sheet Aluminum: ASTM B209, Alloy 3005.
- C. Aluminum-Alloy Bars: ASTM B211, Alloy 6061, Temper T6.
- D. Bolts, Nuts, and Washers: Stainless steel.
- E. Welding Materials: AWS D1.2; type required for materials being welded.

2.04 ACCESSORIES

- A. Stair Treads: Stair treads for aluminum stairs shall be constructed of 1/4-inch thick aluminum checkered plate bent 1 1/2 inches at nose and riser. Risers shall be constructed of 1/8-inch thick aluminum plate secured to treads.
- B. Fall Protection Anchor: Shall be Guardian Fall Protection Model CB-1-B, or equal, comprised of steel plate with integral D-ring with holes for mounting to steel beam, and with 5,000-pound safe working load. Mount to support beam with fasteners per manufacturers requirements.
- C. Alternating Tread Stair: Shall be a prefabricated aluminum alternating tread stair as manufactured Lapeyre Stair, or equal. Stair angle from horizontal shall be 68 degrees. Overall stair width shall be 23 inches, and riser height shall be between 7.2 inches and 9.6 inches. Provide OSHA compliant railing and terminate top of railing slightly above top stair tread to fit within depth of roof access hatch. Install per manufacturer's requirements.
- D. Masonry Veneer Support System:
 - 1. For exterior masonry cavity wall construction, provide prefabricated, hot-dip galvanized steel masonry veneer support system to support brick or split face block veneer from concrete masonry backup wall.
 - 2. System shall be Hohmann and Barnard TBS Thermal Brick Support System, Fero Fast Thermal Bracket system, Halfen Brickwork Support System, or equal.
 - 3. When shelf angle size is not indicated on the drawings, shelf angle design shall be provided by manufacturer. Manufacturer's design shall bear the seal of a professional engineer licensed in the state the project is located in.
 - 4. Fasten veneer support system to masonry backup wall using manufacturer standard adjustable brackets and 304 stainless steel masonry anchors. Fastener type and sizing shall be provided by the manufacturer. Manufacturer's fastener design shall bear the seal of a professional engineer licensed in the state the project is located in.
 - 5. Submit product details, shop drawings including overall layout, shelf angle sizes, bracket locations, and connections details, and design calculations bearing the seal of

a professional or structural engineer, as appropriate, and licensed in the state the project is located in.

2.05 FABRICATION

- A. Fabrication and Assembly:
 - 1. Fabricate items of structural steel in accordance with AISC Specifications and as indicated on the approved shop drawings.
 - 2. Properly mark and match-mark materials for field assembly and for identification as to structure and site for which intended.
 - 3. Fabricate for delivery sequence which will expedite erection and minimize field handling of materials.
 - 4. Where finishing is required, complete the assembly, including welding of units, before start of finishing operation.
 - 5. Provide finish surfaces of members exposed in the final structure free of markings, burrs, and other defects.
- B. Connections:
 - 1. Bolts and washers of all types and sizes shall be provided for completion of all field erection.
 - 2. Comply with AWS Code for procedures, appearance, and quality of welds used in correcting welded work.
 - 3. Assemble and weld built-up sections to produce true alignment of axes without warp.
 - 4. Welding shall be done by the shielded arc process.
 - 5. All welds shall be chipped, ground smooth, and primed immediately after fabrication.
- C. Workmanship:
 - 1. Use materials of size and thickness shown or, if not shown, of size and thickness to produce strength and durability in the finished product.
 - 2. Work to dimensions shown or accepted on the Shop drawings using proven details of fabrication and support.
 - 3. Form exposed work true to line and level, with accurate angles and surfaces, and with straight sharp edges.
 - 4. Form bent metal corners to smallest radius possible without causing grain separation or otherwise impairing works.
 - 5. Cap all open ends of pipe and structural tubing.
 - 6. Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush; match and blend with adjoining surfaces.
 - 7. Provide for anchorage of the type shown. Coordinate with supporting structures. Fabricate and space the anchoring devices to provide adequate support for intended use.
 - 8. Cut, reinforce, drill, and tap miscellaneous metal work as indicated to receive hardware and similar items.

2.06 MISCELLANEOUS METAL FABRICATION

- A. Metal Stairs:
 - 1. Fit and shop-assemble components in largest practical sections for delivery to site.
 - 2. Fabricate components with joints tightly fitted and secured.

3. Supply components for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
4. Treads and risers for metal pan stairs shall be fabricated with 14 gauge sheet steel, closed risers, treads ready to receive concrete.
5. Aluminum checkered plate stair treads shall supported by and fastened to 1 1/2-inch by 1 1/2-inch by 3/16-inch aluminum support angles welded or fastened to stringers with stainless steel bolts.

2.07 FINISHES

- A. Carbon steel surfaces shall be prepared by abrasive blasting to SSPC-SP10 as specified in Section 09 91 00–Painting.
- B. Do not prime surfaces where galvanizing or field welding is required.
- C. Immediately after surface preparation, prime paint carbon steel items with one coat in accordance with manufacturer's instructions and Section 09 91 00–Painting.
- D. Structural Steel Members: Galvanize after fabrication to the requirements in this section and ASTM A123.
- E. Surfaces that will be inaccessible after assembly or erection shall be finish painted prior to assembly or erection.
- F. Galvanizing:
 1. All items, except piping designated to be galvanized, shall be hot-dipped galvanized in accordance with ASTM Specification A123 and A153. Piping shall be hot-dipped galvanized in accordance with ASTM A53. Furnish a Certificate of Compliance stating that the galvanizing complies with ASTM Specifications and Standards and all other applicable requirements specified herein.
 2. Fabrication of items to be galvanized shall be in accordance with ASTM A143, A384, and A385. Structural steel shall be fabricated generally in accordance with Class 1 guidelines as shown in *Recommended Details for Galvanized Structures* as published by the American Hot Dip Galvanizer's Association, Inc.
 3. Galvanized items shall be handled, transported, and stored to prevent damage or staining to the coating. Maintain adequate ventilation and continuous drainage.
 4. Silicon content for steel to be hot-dipped galvanized shall be in the range of 0 to 0.04%.
 5. Steel work shall be precleaned utilizing a caustic bath, acid pickle and flux, or shall be blast cleaned and fluxed. In either case, all surface contaminants and coatings shall be removed.
 6. All welding shall be performed in accordance with the American Welding Society publication D19.0-72, *Welding Zinc Coated Steel*. All uncoated weld areas shall be touched up.
- G. Aluminum shall have a mill finish unless otherwise specified. Any aluminum in contact with concrete or dissimilar metal shall be coated with multiple coats of bituminous paint, minimum 10 mils dry.

PART 3-EXECUTION

3.01 EXAMINATION

- A. Correct conditions detrimental to the proper and timely completion of the work.
- B. Do not proceed until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Furnish setting drawings, diagrams, templates, instructions, and directions for installation of anchorages such as concrete inserts, anchor bolts, and miscellaneous items having integral anchors which are to be embedded in concrete construction.
- B. Coordinate delivery of such items to project.
- C. Clean and strip primed steel items to bare metal where site welding is required.

3.03 INSTALLATION

- A. Setting Precast Anchorages:
 - 1. Clean bearing surfaces free from bond-reducing materials and roughen to improve bond to surfaces. Clean the bottom surface of bearing plates.
 - 2. After the bearing members have been positioned and plumbed, tighten and anchor bolts. Do not remove wedges or shims, but if protruding, cut off flush with the edge of the bearing plate before packing with grout.
 - 3. Pack grout solidly between bearing surfaces and plates so that no voids remain.
- B. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing miscellaneous metal fabrications to in-place construction including threaded fasteners for concrete inserts, toggle bolts, through bolts, lag bolts, wood screws, and other connectors.
- C. Cutting, Fitting, and Placement:
 - 1. Perform cutting, drilling, and fitting for installation of miscellaneous metal fabrications.
 - 2. Set work accurately in location, alignment, and elevation and make plumb, level, true, and free from rack measured from established lines and levels.
 - 3. Fit exposed connections accurately together to form tight hairline joints.
 - 4. Weld connections that are not to be left as exposed joints, grind joints smooth, and touchup shop paint coat or galvanizing repair.

3.04 FIELD WELDING

- A. Comply with AWS Code for procedures of manual shielded metal arc welding (steel, stainless steel) and gas metal arc welding (aluminum), appearance and quality of weld made, and methods in correcting welding work.

3.05 TOUCH-UP PAINTING

- A. Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with same material as used for shop painting in accordance with Section 09 91 00-Painting.

3.06 GALVANIZING REPAIR

- A. Areas damaged by welding, flame-cutting, or during handling, transport, or erection shall be repaired by one of the following methods whenever damage exceeds 3/16 inch in width.
 - 1. Cold Galvanizing Compound:
 - a. Surfaces to be reconditioned with zinc-rich paint shall be clean, dry, and free of oil, grease, and corrosion products.
 - b. Areas to be repaired shall be power disc-sanded to bright metal. So that a smooth reconditioned coating can be effected, surface preparation shall extend into the undamaged galvanized coating.
 - c. Touch-up paint shall be an organic cold-galvanized compound having a minimum of 94% zinc dust in the dry film.
 - d. The paint shall be spray- or brush-applied in multiple coats until a dry film thickness of 8 mils minimum has been achieved. A finish coat of aluminum paint shall be applied to provide a color blend with the surrounding galvanizing.
 - e. Coating thickness shall be verified by measurements with a magnetic or electromagnetic gauge.
 - 2. Zinc-Based Solder:
 - a. Surfaces to be reconditioned with zinc-based solder shall be clean, dry, and free of oil, grease, and corrosion products.
 - b. Areas to be repaired shall be wire-brushed.
 - c. Heat shall be applied slowly and broadly close to but not directly onto the area to be repaired. The zinc-based solder rod shall be rubbed onto the heated metal until the rod begins to melt. A flexible blade or wire brush shall be used to spread the melt over the area to be covered. The zinc-based solder shall be applied in a minimum thickness of 2 mils.
 - d. Coating thickness shall be verified by measurements with a magnetic or electromagnetic gauge.

3.07 SCHEDULE

- A. The following schedule is a list of principal items only. Refer to Drawing details for items not specifically scheduled.
- B. Guard Posts: Steel pipe, concrete-filled, crowned cap, as detailed-galvanized and field finish paint in accordance with Division 09.
- C. Monorail beams, fall protection support members, and related connections: Prepare and paint per Division 09.
- D. Door Frames for Overhead Door Openings: Jamb angle sections-galvanized and field finish paint in accordance with Division 09. Sill angle sections-galvanized finish.
- E. Aluminum stairs, aluminum treads and risers. Mill finish.

END OF SECTION

SECTION 05 52 00
HANDRAILS AND RAILINGS

PART 1–GENERAL

1.01 SUMMARY

- A. Work includes aluminum handrails, railings, and fittings.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. ASTM B241–Standard Specification for Aluminum and Aluminum-Alloy Seamless Pipe and Seamless Extruded Tube.

1.03 DESIGN REQUIREMENTS

- A. Railings and handrails shall be designed in accordance with and meet the applicable requirements of the Occupational Safety and Health Act and the 2018 International Building Code.
- B. Submit engineering calculations for all rails, posts, and connections demonstrating compliance with the design requirements. Calculations shall be stamped by a State of Iowa Professional Engineer.

PART 2–PRODUCTS

2.01 ALUMINUM RAILING SYSTEM

- A. Provide a mechanically joined pipe railing system, Tabco 2500 Railing System as manufactured by Tuttle Aluminum and Bronze Co. or equal.
- B. Rails shall be ASTM B241, Aluminum Alloy 6063-T6, 6005-T5, or 6105-T5, Schedule 40, 1 1/2-inch-diameter pipe extrusion.
- C. Posts shall be ASTM B241, Aluminum Alloy 6063-T6, 6005-T5, or 6105-T5, Schedule 40, 1 1/2-inch-diameter pipe.
- D. Furnish and install 4-inch by 1/4-inch toeboards where shown or noted on the drawings, or where required by OSHA 1910.29(k).
- E. Furnish and install self-closing aluminum gates with stainless steel torsion springs at openings in railings providing points of access as shown on the drawings.
- F. Provide expansion joints in railing and toeboards at expansion joints in structures and as necessary to prevent buckling or buildup of stresses. Expansion joints shall occur within 1 foot of posts.

- G. Finished joints shall be smooth.
- H. All rails, posts, toeboards, and connectors shall have a M10C22A41 clear anodized finish.
- I. Posts shall be anchored to the top of walls and decks with a flange base plate. Base plate shall reinforce the bottom end of the post as required to meet OSHA design criteria.
- J. Stainless steel expansion bolt anchoring system, in accordance with manufacturer's recommendations, shall be used.

PART 3-EXECUTION

3.01 INSTALLATION

- A. Install all railing in accordance with approved shop drawings and manufacturer's instructions providing a complete installation.
- B. Install components plumb and level, accurately fitted, and free from distortion or defects.
- C. Clean all components as recommended by railing manufacturer.
- D. Self-closing gates shall be installed to slide or swing away from the open edge (toward platform or walking surface).

END OF SECTION

SECTION 05 52 10

FALL PROTECTION RAILING

PART 1—GENERAL

1.01 SUMMARY

- A. Work includes collapsible, non-penetrating roof edge fall protection guardrails.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. Occupational Safety & Health Administration (OSHA):
 - 1. 29 CFR 1910.23—Guarding Floor and Wall Openings and Holes.
 - 2. 29 CFR 1926.500—Scope, Application, And Definitions Applicable to this Subpart.
 - 3. 29 CFR 1926.501—Duty to Have Fall Protection.
 - 4. 29 CFR 1926.502—Fall Protection Systems Criteria and Practices.

1.03 SUBMITTALS

- A. Submit under provisions of Section 01 33 00—Submittals.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Drawings showing plans, elevations, sections, and details of components.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in good condition and adequately protected against damage as handrails are a finished product.
- B. Inspect rail sections for damage before signing the receipt from the trucking company. Truck driver must note damaged goods on the bill of lading if damaged product is found.
- C. Store products in manufacturer's unopened packaging until ready for installation.

1.05 PROJECT CONDITIONS

- A. Field Measurements: Where handrails and railings are indicated to fit to other construction, check actual dimensions of other construction by accurate field measurements before fabrication.

1.06 WARRANTY

- A. Warranty: Provide manufacturer's two-year warranty.

PART 2–PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturer: BlueWater Mfg., Inc., distributed by Dakota Safety, or equal.

2.02 SYSTEMS

- A. SafetyRail 2000 Roof Edge Protection: Provide non-penetrating guardrail system.
 - 1. Approved Product: SafetyRail 2000, or equal.
 - 2. Standards: System shall have top and mid rail in accordance with OSHA Standards–29 CFR 1910.23 (a)(2).
 - 3. Structural Load: 200 lbs, minimum, in any direction to all components in accordance with OSHA Regulation 29 CFR 1926.502.
 - 4. Height: 42 inches, minimum.
 - 5. Railings: 1 5/8-inch O.D. hot rolled pickled electric weld tubing, free of sharp edges and snag points.
 - 6. Mounting Bases: Class 30 gray iron material cast with four receiver posts. Provide rubber pads on bottom of bases.
 - 7. Receiver Posts: Shall have a positive locking system into slots that allow rails to be mounted in any direction. Friction locking systems are not allowed. Receiver posts shall have drain holes.
 - 8. Hardware: Securing pins shall be 1010 carbon steel, zinc plated and yellow chromate dipped. Pins shall consist of collared pin and lanyard that connects to lynch pin.
 - 9. Finish for Rails: Powder coat paint over hot dipped galvanized steel.
 - 10. Finish for Bases: Powder coat paint.
- B. Collapsible Guard Rails: Provide collapsible portable guard rail section with one-way pivot assembly that allows guardrail to fold down to horizontal surface for clean sightlines; requires no penetrations in substrates for installation. Rails shall be compatible with SafetyRail 2000 Guardrail System.
 - 1. Approved Product: Stealth Rail, or equal.
 - 2. Standards: Guardrail system shall meet or exceed OSHA (Standards–29 CFR) 1926.501 and 1926.502.
 - 3. Hardware: Detent pin on each pivot assembly shall lock rail in upright position.

PART 3–EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

3.02 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 05 53 00

GRATING, FLOOR PLATES, AND FLOOR PLANK

PART 1-GENERAL

1.01 SUMMARY

- A. Work includes floor grating, checkered floor plate, and aluminum floor plank.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. NAAMM Metal Bar Grating Manual ANSI NAAMM MBG531 and MBG532.
- B. ASTM B221-Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

1.03 PERFORMANCE REQUIREMENTS

- A. Floor grating and plank shall be designed for a maximum deflection of 1/4 inch when supporting a 100 psf uniform load.
- B. Checkered floor plate thickness shall be determined based on a maximum deflection of L/150 of the short side or a stress of 28,000 psi under a 100 psf uniform load. The larger plate thickness shall govern. Where plate thickness does not meet these requirements, or where a thinner plate is desired, CONTRACTOR shall design and provide welded aluminum stiffeners that, in combination with the provided floor plate, meet these load and deflection requirements.

1.04 FIELD MEASUREMENTS

- A. Take all field measurements prior to preparation of shop drawings. Verify that field measurements are as indicated on shop drawings.

PART 2-PRODUCTS

2.01 ALUMINUM FLOOR GRATING

- A. All grating, unless otherwise specified, shall be rectangular bar style, swage-locked aluminum floor grating with serrated surface.
- B. Acceptable manufacturers include the following or equal: Harsco Industrial, IKG Type S-19-4-BS.
- C. All edges of the grating and all openings in the grating for pipe and miscellaneous equipment shall be banded by welding on minimum 1/8-inch-thick bars. The band shall have less depth than the bearing bars to permit drainage.

- D. Individual sections shall be of a size to permit ease in handling with a maximum length not in excess of 8 feet. Weight of individual sections shall not exceed 75 pounds.
- E. Where possible, provide a 12-inch-wide section of grating over each stop gate and over each valve operating nut.
- F. All aluminum grating support angles shall be aluminum. Support angles shall be provided at the bearing ends of all grating. This includes locations such as wall openings and corners. Support angles shall also be provided at the nonbearing ends of grating where shown on the drawings.
- G. Provide 4-inch by 1/4-inch toeboards anchored to edge of grating at all slide gates in grated areas.

2.02 ALUMINUM CHECKERED FLOOR PLATE

- A. Aluminum checkered plate shall be manufactured from aluminum alloy 6061-T6.
- B. Support angles for floor plate shall be aluminum.
- C. Provide hand hole in each plate.

2.03 ALUMINUM FLOOR PLANK

- A. Aluminum plank shall be unpunched heavy duty extruded aluminum plank as manufactured by Ohio Gratings, Inc., or equal.
- B. Plank shall have a striated top surface to increase slip-resistance.
- C. Planks shall be six inches wide with support bars spaced 1.2 inches on center, and shall be fabricated with banding into panels of standard width to fill areas shown on the Drawings. Plank depth shall be based on loading requirements and clear span.
- D. Fabricate cutouts in plank sections for penetrations indicated. Arrange cutouts to permit plank removal without disturbing items penetrating plank. Band ends and cuts in plank with 3/16-inch-thick bars of same depth as the plank.
- E. Materials: Plank and banding shall be aluminum type 6063-T6.
- F. Fabrication Tolerances shall be in accordance with ANSI/NAAMM MBG 531-09 Metal Bar Grating Manual.
- G. Finish: Gratings shall be Mill finish.
- H. Provide stainless steel ADA plank lug fasteners at each end of plank into supports.
- I. Individual sections of plank shall be of a size to permit ease in handling with a maximum length not in excess of 8 feet. Weight of individual sections shall not exceed 75 pounds.
- J. All aluminum plank support angles shall be aluminum. Support angles shall be provided at the bearing ends of all plank. This includes locations such as wall openings and corners.

Support angles shall also be provided at the nonbearing ends of grating where shown on the drawings.

- K. Provide one 1 1/4-inch finger hole centered along each bearing end of each plank panel. Locate hole 2 inches from end of panel. Provide PVC or rubber plugs for holes.
- L. Provide 4-inch by 1/4-inch toeboards anchored to edge of plank at all slide gates in plank areas.

2.04 FINISHES

- A. Protection of Aluminum from Dissimilar Materials:
 - 1. Where aluminum surfaces come into contact with dissimilar metals, surfaces shall be kept from direct contact by painting the dissimilar metal with multiple coats of bituminous paint, minimum 10 mils dry, or other approved insulating material.
 - 2. Where aluminum surfaces come into contact with dissimilar materials such as concrete, masonry, or lime mortar, exposed aluminum surfaces shall be painted with multiple coats of bituminous paint, minimum 10 mils dry, or other approved insulating material.

PART 3-EXECUTION

3.01 EXAMINATION

- A. Verify that opening sizes and dimensional tolerances are acceptable.
- B. Prior to installation, CONTRACTOR shall inspect supports for correct size, layout, and alignment. Any inconsistencies between contract drawings and supporting structure deemed detrimental to placement shall be reported in writing to ENGINEER prior to placement.

3.02 INSTALLATION

- A. Place embedded frames and supports in correct position, plumb and level. Provide blocking as required to maintain alignment of sections.
- B. Seal small gaps between embedded angles at face of wall with backer rod to prevent concrete entry.
- C. All aluminum floor grating and plank shall be secured to supporting members with aluminum or stainless steel saddle clips supplied by the grating manufacturers. Stud bolts and other hardware shall be supplied by CONTRACTOR.
- D. Install in accordance with shop drawings and standard installation clearances as recommended by the NAAMM Metal Bar Grating Manual.
- E. Cutting, Filling, and Placement:
 - 1. Perform all cutting and fitting required for installation.
 - 2. Cutouts for circular obstructions are to be at least 2 inches larger in diameter than the obstruction. Cutouts for all piping 4 inches or less shall be made in the field.
 - 3. All rectangular cutouts are to be made to the next bearing bar beyond the penetration with a clearance not to exceed bearing bar spacing.

4. Utilize standard panel widths wherever possible.

END OF SECTION

SECTION 05 56 00

ANCHOR BOLTS AND POST-INSTALLED ANCHORS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: Anchor bolts, expansion bolts, adhesive anchors, and screw anchors.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. ASTM A36/A36M—Standard Specification for Carbon Structural Steel.
- B. ASTM F1554—Anchor Bolts, Steel, 36, 55, and 105-ksi yield strength.
- C. ICC-ES International Code Council—Evaluation Service.
- D. AC 193—Acceptance Criteria for Mechanical Anchors in Concrete Elements.
- E. AC 308—Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete.
- F. ACI 355.2—Qualification of Post-Installed Mechanical Anchors in Concrete and Commentary.
- G. ACI 355.4—Qualification of Post-Installed Adhesive Anchors in Concrete and Commentary.

PART 2—PRODUCTS

2.01 GENERAL

- A. Unless indicated otherwise on the drawings or specified, use the following bolt material for the various installation situations:
 - 1. Stainless Steel: For all submerged locations, below final grade, and in contact with aluminum appurtenances and other items not to be painted. Also for anchoring equipment, unless otherwise specified.
 - 2. Steel: In other locations in contact with items to be painted or encased in concrete.

2.02 ANCHOR BOLTS

- A. Anchor bolts complete with washers and nuts shall be fabricated as shown or as specified by the equipment manufacturer and unless otherwise indicated shall be hot-dip galvanized carbon steel or 316 stainless steel. Anchor bolts shall, as a minimum, conform to the requirements of ASTM F1554-Grade 36.
- B. Stainless steel anchor bolts shall be used in all submerged locations, below final grade, and in contact with aluminum and other items not to be painted. Galvanized anchor bolts shall be used elsewhere.

2.03 EXPANSION BOLTS

- A. Expansion bolts shall be KWIK Bolt TZ by Hilti, Inc., Power-Stud+ SD2, SD4, or SD6 by DeWalt, Strong-Bolt or Strong-Bolt 2 by Simpson Strong-Tie Anchor Systems, or approved equal.
- B. All expansion bolts shall comply with the 2018 International Building Code, AC 193, and ACI 355.2. They shall be ICC-ES approved for use in cracked and uncracked concrete.
- C. Expansion bolts will not be permitted as substitutes for embedded anchor bolts except with the prior written acceptance of ENGINEER or where otherwise specifically called for.

2.04 ADHESIVE ANCHORS

- A. Adhesive anchors shall be HIT HY 200 by Hilti, Inc., Red Head C6+ or Red Head A7+ by ITW, Pure 110+ or AC200+ by DeWalt, Set-XP by Simpson Strong-Tie Anchor Systems, or approved equal.
- B. All adhesive anchors shall comply with the 2018 International Building Code, AC 308, and ACI 355.4. They shall be ICC-ES approved for use in cracked and uncracked concrete.

2.05 SCREW ANCHORS

- A. Screw anchors shall be KWIK HUS-EZ by Hilti, Inc., Screw-Bolt by DeWalt, Titen-UD by Simpson Strong-Tie Anchor Systems, or approved equal.
- B. All screw anchors shall comply with the 2018 International Building Code. They shall be ICC-ES approved for use in cracked and uncracked concrete.

PART 3-EXECUTION

3.01 ANCHOR BOLTS

- A. Anchor bolts for structural members shall be located as shown and specified.
- B. Anchor bolts for mechanical equipment shall have embedment length, edge distances, and spacing as required by the equipment manufacturer.
- C. All dirt or foreign materials shall be removed prior to embedding into concrete. After anchor bolts have been embedded, their threads shall be protected by grease and by installing the nuts or by other means until the time of installation of the equipment or metal work.

3.02 EXPANSION BOLTS

- A. Unless otherwise noted on the drawings, expansion bolt edge distance and spacing shall be in accordance with manufacturer's printed installation instructions.
- B. Bolt embedment shall at least equal 6-bolt diameters.
- C. Installation procedures shall be in accordance with the manufacturer's printed installation instructions.

- D. Where location of bolts is adjustable, reinforcing steel shall be located prior to drilling holes and bolts shall be located to clear reinforcing steel.

3.03 ADHESIVE ANCHORS

- A. At locations shown on the drawings, reinforcing bars or threaded rod shall be provided in existing concrete by drilling holes, injecting epoxy adhesive, and inserting the reinforcing bar.
- B. All existing surfaces to receive adhesive anchors, including the entire area in contact with the new concrete, shall be cleaned and roughened to amplitude of 1/4 inch.
- C. Installation procedures shall be in accordance with the manufacturer's printed installation instructions.
- D. Where location of anchors is adjustable, reinforcing steel shall be located prior to drilling holes and anchors shall be located to clear reinforcing steel.
- E. CONTRACTOR shall arrange an anchor manufacturer's representative to provide on-site installation training for installation of their adhesive anchor system products. Submit documentation that all CONTRACTOR's personnel or subcontractors who install adhesive anchors have been trained prior to the announcement of anchor installation.
- F. Adhesive anchors in horizontal and upwardly inclined orientations to resist sustained tension loads are subject to the following requirements:
 - 1. They shall be installed by personnel certified by an applicable certification program. Certification shall include written and performance tests in accordance with the ACI/CRSI Adhesive Anchor Installer Certification program, or equivalent, as approved by ENGINEER.
 - 2. They require continuous special inspection during installation. CONTRACTOR shall notify ENGINEER and SPECIAL INSPECTOR of the schedule for these anchor installations to permit coordination of inspections.

3.04 SCREW ANCHORS

- A. Unless otherwise noted on the drawings, screw anchor edge distance and spacing shall be in accordance with manufacturer's recommendations.
- B. Anchor embedment shall at least equal 6-bolt diameters.
- C. Installation procedures shall be in accordance with the manufacturer's printed installation instructions.
- D. Where location of anchors is adjustable, reinforcing steel shall be located prior to drilling holes and anchors shall be located to clear reinforcing steel.

END OF SECTION

SECTION 06 11 10
WOOD BLOCKING AND CURBING

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Roof curbs and cants.
 - 2. Wood blocking.
 - 3. Wood furring and grounds.
 - 4. Preservative treatment of wood.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. ALSC–American Lumber Standards Committee.
- B. AWWA–American Wood Preservers Association.
- C. NFPA–National Forest Products Association.
- D. NLGA–National Lumber Grades Authority.
- E. SPIB–Southern Pine Inspection Bureau.
- F. WCLIB–West Coast Lumber Inspection Bureau.
- G. WWPA–Western Wood Products Association.

1.03 SUBMITTALS

- A. Submittals shall be in accordance with Section 01 33 00–Submittals.
- B. Certification of type of wood and wood treatment to be used.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. All materials shall be thoroughly sealed and protected from weather during transport and at the jobsite. Protect from dampness.

PART 2–PRODUCTS

2.01 MATERIALS

- A. Lumber for roof curbs, cants, blocking, furring, and grounds shall be “standard” grade Douglas Fir, No. 2 Southern Pine, or better, graded in accordance with the WWPA, WCLIB, NLGA, or SPIB grading rules as applicable. Lumber shall bear the grading agency’s stamp.

- B. Wood shall be kiln-dried with moisture content not to exceed 19% at time of installation.
- C. All lumber furnished under this section shall be pressure-treated with a chromated copper arsenate (CCA) waterborne preservative to a minimum retention of 0.40 pounds per cubic foot. Acceptable products include Hoover Treated Wood Products CCA, Wood Preserving Co. Osmose CCA, or equal. Cuts shall be treated in the field with a brush-on waterborne preservative compatible with the pressure treatment.

PART 3–EXECUTION

3.01 INSTALLATION

- A. Provide and install wood curbs, cants, blocking, furring, and grounds of proper size and shape where shown on the Drawings and where required to secure other work or equipment in place.
- B. Members shall be installed true to lines, level, plumb, and secure.
- C. Connections and nailing shall be in accordance with the details shown and/or the 2018 International Building Code minimum requirements, whichever is more restrictive.
- D. Apply brush-on wood preservative treatment to cuts in accordance with manufacturer's recommendations.

END OF SECTION

SECTION 07 13 26

RUBBERIZED ASPHALT MEMBRANE

PART 1–GENERAL

1.01 SUMMARY

- A. Work includes self-adhesive rubberized asphalt sheet membrane waterproofing system for use on junction structure (Structure 5) top slab/wall joints.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 SUBMITTALS

- A. Submittals shall be in accordance with provisions of Section 01 33 00–Submittals.
- B. Shop drawings shall include product data, layout plan, joint and termination details, details of interface with other materials, and copy of manufacturer's warranty.

1.03 QUALITY ASSURANCE

- A. The manufacturer of the waterproofing membrane system shall have 10 years experience producing self-adhesive sheet membrane waterproofing.
- B. Waterproofing system shall be installed by an applicator who is thoroughly familiar with the system and has experience in performing the work of this section.
- C. Manufacturer's representative shall be on-site periodically during membrane waterproofing work to review installation procedures.

1.04 WARRANTY

- A. Provide manufacturer's written 5-year material warranty to OWNER at successful completion of the project.

PART 2–PRODUCTS

2.01 MANUFACTURER

- A. Acceptable manufacturers include the following, or equal: W.R. Grace & Co., Connecticut.

2.02 MATERIALS

- A. Self-adhesive, cold-applied composite sheet membrane shall be 65 mils total thickness consisting of a high-strength, heat-resistant woven polypropylene mesh embedded in a layer of rubberized asphalt; Bituthene 5000, or equal. Rubberized asphalt membrane shall be covered with release paper which is removed during installation. No special adhesive or heat shall be required to form laps.

- B. Primer, mastic, liquid membrane, and accessories shall be provided by or acceptable to the membrane manufacturer.

PART 3-EXECUTION

3.01 EXAMINATION

- A. Examine surfaces to receive waterproofing membrane for conditions that may be detrimental to the proper completion of the work. Do not commence work until all defects are remedied.

3.02 PREPARATION

- A. Substrates shall be prepared as recommended by manufacturer. Surfaces shall be structurally sound and free of voids, spalled areas, loose aggregate and sharp protrusions. Remove contaminants such as grease, oil, and wax from exposed surfaces. Remove dust, dirt, loose stone, and debris. Use repair materials and methods which are acceptable to manufacturer of sheet membrane waterproofing.
- B. Treat joints and install flashings as recommended by waterproofing manufacturer.

3.03 INSTALLATION

- A. Membrane shall be installed in accordance with manufacturer's recommendations, including but not limited to, the following:
 - 1. Apply primer at the rate recommended by manufacturer. Recoat areas not waterproofed if contaminated by dust. Mask and protect adjoining exposed finish surfaces to protect those surfaces from excessive application of primer.
 - 2. Delay application of membrane until primer is completely dry. Dry time will vary with weather conditions.
 - 3. Seal daily terminations with troweled bead of mastic.

3.04 CLEANING AND PROTECTION

- A. Remove any masking materials after installation. Clean any stains on materials which would be exposed in the completed work.
- B. Protect completed membrane waterproofing from subsequent construction activities as recommended by manufacturer.

END OF SECTION

SECTION 07 14 00

FLUID-APPLIED WATERPROOFING

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: Fluid-applied elastomeric waterproofing membrane for belowgrade walls. Fluid-applied waterproofing membrane is required on the earth side of concrete walls that are below grade, have earth on one side, and are common with rooms, tunnels, or galleries to be occupied by equipment, piping, or personnel. This includes the full height of the drywell and valve rooms and the portion of the influent channel walls above elevation 604.75. Membrane is not required for walls that are poured directly against an excavated surface.
- B. Fluid-applied elastomeric waterproofing membrane for belowgrade structures.
- C. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. NRCA (National Roofing Contractors Association)—Waterproofing Manual.

1.03 SUBMITTALS

- A. Submit two samples of coating system applied to 1/4-inch plywood or similar rigid base.
- B. Submit list of at least five projects of similar nature by waterproofing applicator that have been installed within the last 5 years, identified with project name, location, and date.
- C. Submit letter from membrane manufacturer stating that applicator is an approved or certified applicator of its product.
- D. Submit copies of warranty.

1.04 QUALIFICATIONS OF APPLICATOR

- A. Membrane applicator shall be approved by the manufacturer and shall have a minimum of 5 years experience in application of fluid-applied waterproofing coatings.

1.05 ENVIRONMENTAL CONDITIONS

- A. No waterproofing work shall be performed at ambient temperatures below 40°F.
- B. No waterproofing work shall be performed during inclement weather or when such weather is imminent.

1.06 WARRANTY

- A. Provide installer's 2-year total system warranty of watertightness covering cost (labor and materials) to repair any leaks in the waterproofing membrane, including cost to remove backfill material or other materials concealing the membrane, if required.
- B. Provide manufacturer's standard 5-year product warranty.

PART 2-PRODUCTS

2.01 MEMBRANE

- A. Membrane shall be a one-part, moisture curing, high solids, VOC-compliant, modified polyurethane waterproofing membrane that can be applied to damp and green concrete.
- B. Acceptable products include the following, or equal: Tremproof 250 GC, manufactured by Tremco.

2.02 ACCESSORIES

- A. Cleaners and conditioners, primers, sealants, backer rod, flashing and flashing reinforcements, and other accessories related to the membrane application shall be provided as required by the membrane manufacturer.
- B. Provide 1/8-inch-thick protection board, Tremco Protection Mat by Tremco, or equal.

PART 3-EXECUTION

3.01 SURFACE PREPARATION

- A. Surface preparation shall be in accordance with the membrane manufacturer's recommendations.
- B. Verify that curing methods used for concrete are compatible with the membrane system.
- C. Concrete surfaces shall be free of laitance, loosely adhering materials, oil, curing compounds, and all other contaminants prior to membrane application. Prepare all concrete surfaces by sandblasting followed by vacuum cleaning or by acid etching.

3.02 PRODUCT APPLICATION

- A. Preparatory work (priming and flashing) must be fully cured in accordance with manufacturer's recommendations prior to coating application.
- B. Apply coating in accordance with manufacturer's recommendations using approved squeegee, trowel, or spray equipment to produce a 60 mil wet film thickness. This is in addition to the primer and flashing coats. Extend coating over all previously flashed and primed areas.

- C. The membrane shall be cured as recommended by the manufacturer prior to water testing, backfilling, or allowing foot traffic on surfaces.
- D. Horizontal surfaces shall be flooded to a depth of 2 inches maintained over a 12-hour period. Any leaks evident after this period shall be repaired and the leaky areas retested until leaks are stopped.
- E. Apply protection board to all surfaces prior to backfilling.

END OF SECTION

SECTION 07 21 12

BOARD INSULATION

PART 1–GENERAL

1.01 SUMMARY

- A. Work includes board insulation for cavity wall construction and for perimeter foundation walls.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

PART 2–PRODUCTS

2.01 CAVITY WALL INSULATION

- A. Cavity wall insulation shall be 3-inch-thick polyisocyanurate foam board with foil facing on both sides. Aged thermal resistance (R-value) at 72°F shall be a minimum of 19.0.
- B. Acceptable products include the following, or equal. Thermax Sheathing by DuPont.
- C. Adhesive for adhering insulation to backup wall shall be as recommended by the insulation manufacturer.

2.02 FOUNDATION INSULATION

- A. Foundation insulation shall be 2-inch-thick extruded polystyrene closed cell rigid foam board with continuous skins on both sides. Aged thermal resistance (R-value) at 75°F shall be a minimum of 10.0.
- B. Acceptable products include the following, or equal:
 - 1. Styrofoam Square Edge by DuPont.
 - 2. Foamular NGX 250 by Owens Corning.

PART 3–EXECUTION

3.01 INSTALLATION–CAVITY WALLS

- A. Insulation shall be installed horizontally within the cavity space between masonry wythes.
- B. Take care during installation so that all insulation boards are butted and installed between ties and fit flush against inner wythe or backup wall.
- C. Cut insulation neatly to fit around obstructions across the cavity such as vents, louvers, pipes, and conduits.

- D. Secure insulation in place against backup wall with mastic adhesive and observe label directions.

3.02 INSTALLATION-FOUNDATION WALLS

- A. Rigid insulation shall be laid dry against the foundation walls as backfill is placed. Insulation shall be located at all perimeter foundation walls.
- B. Insulation shall extend to a minimum depth of 10 feet below finished grade.

END OF SECTION

SECTION 07 26 00

AIR BARRIER

PART 1–GENERAL

1.01 SUMMARY

- A. Work includes: Air barrier in masonry double wythe walls on concrete block backup wall.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

PART 2–PRODUCTS

2.01 MATERIALS

- A. Permeable air barrier for masonry cavity wall construction shall be fluid applied membrane, ExoAir 230 by Tremco, or equal. Apply to outside face of inner wythe of concrete block prior to installation of rigid insulation. Apply in strict accordance with manufacturer's instructions. Air barrier shall be included in all new cavity wall construction on the project.

PART 3–EXECUTION

3.01 INSTALLATION OF AIR BARRIER

- A. Install air barrier on outside face of inner wythe of concrete block in cavity wall construction.
- B. Install air barrier per manufacturer's recommendations and approved details.

END OF SECTION

SECTION 07 54 23

THERMOPLASTIC POLYOLEFIN ALLOY SINGLE-PLY ROOFING SYSTEM

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: This section includes the materials and application procedures for a TPA FB (thermoplastic polyolefin alloy with fleece backer) Single-Ply Roof System:
 - 1. Vapor retarder.
 - 2. Rigid roof insulation.
 - 3. Protection board.
 - 4. TPA membrane roofing and related accessories.
 - 5. See drawings for locations of adhered roofing.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 DESCRIPTION

- A. A TPA FB Roof Membrane consists of a white single ply roof membrane comprised of thermoplastic polyolefin alloy, polyester reinforced with wick resistant non-woven polyester and a fleece backer. TPA Roof Membrane is an elastomeric membrane that accepts roof movement and thermal shock. TPA Roof Membrane is lapped and seamed using hot air heat welding equipment.
- B. TPA Roof Membrane meets the Energy Star Roof Products Program guidelines for energy efficiency.

1.03 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D1079 and glossary of NRCAs *The NRCA Roofing and Waterproofing Manual* for definition of terms related to roofing work in this Section.

1.04 PERFORMANCE REQUIREMENTS

- A. General: Install a watertight, fully adhered single ply thermoplastic roofing system with compatible components that will not permit the passage of liquid water and will withstand wind loads, thermally induced movement, and exposure to weather.
- B. The membrane must be manufactured by the material supplier. Manufacturer's supplying membrane made by others are not acceptable.
- C. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details.
- D. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer. The roofing applicator shall be thoroughly experienced and upon request be able to provide evidence of having at least 5 years successful experience installing single-ply roofing

systems and having installed at least one roofing application or several similar systems of equal or greater size within one year.

- E. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and an experienced superintendent on the job at all times roofing work is in progress.
- F. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to determine whether or not corrective work will be required before the warranty will be issued. Notify the building owner 72 hours prior to the manufacturer's final inspection.
- G. The roofing system must achieve a UL Class B.
- H. Flashings: Provide base flashings, perimeter flashings, detail flashings, and component materials that comply with requirements and recommendations of the following:
 - 1. FMG 1-49 Loss Prevention Data Sheet for Perimeter Flashings.
 - 2. FMG 1-29 Loss Prevention Data Sheet for Above Deck Roof Components.
 - 3. NRCA Roofing and Waterproofing Manual (Fifth Edition) for construction details and recommendations.
 - 4. SMACNA Architectural Sheet Metal Manual (Fifth Edition) for construction details.

1.05 REFERENCES

- A. ASTM—American Society for Testing and Materials, West Conshohocken, PA.
- B. NRCA—National Roofing Contractors Association, Chicago, IL.
- C. TRC—Tremco Inc. Research Center—Beachwood, OH.
- D. UL—Underwriter's Laboratory, Northbrook, IL.

1.06 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with roofing work only when existing and forecasted weather conditions permit roofing to be installed. TPA Systems shall not be installed during periods of precipitation.
- B. Applications that involve known, severe exposures require a complete review by the manufacturer before their acceptance. This includes, but is not limited to, unusual building exposure to wind, unusual roof slope, unusual roof use, unusual exposure to contaminants, openings in the structure (greater than 10% of the wall surface), which could be left open in a storm, roofs subject to positive pressure conditions and roofs greater than 45 feet in height.

1.07 WARRANTY

- A. Special Warranty: Manufacturer's standard form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period. Failure includes roof leaks.
 - 1. Special warranty includes roofing membrane, base flashings, roofing membrane accessories, roof insulation, fasteners, cover boards, all roofing related sheet metal, and other components of membrane roofing system.
 - 2. Roof system manufacturer shall provide annual inspection and Preventative Maintenance with condition assessment for the life of the warranty at no additional cost to OWNER. This inspection information and condition assessment shall be made available via a password protected WEB based portal with customer access for the life of the warranty at no additional cost to OWNER.
 - 3. Warranty Period: 15 years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing installer's warranty, signed by installer, covering Work of this Section, including all components of roofing system such as roofing membrane, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and/or walkway products, for the following warranty period: Two years from date of Substantial Completion.

PART 2-PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Tremco Inc. (Basis of Specification)
 - 2. Approved Equal.

2.02 VAPOR RETARDER

- A. Vapor retarder shall be a 3-ply laminate combining two layers of fire retardant linear low density polyethylene and a high-strength cord grid. Vapor retarder shall conform to UL construction No. 1 fire-resistance requirements.
- B. Vapor retarder shall be approved by roofing manufacturer for use in the roofing system. Unless prohibited by the roofing manufacturer, acceptable products include the following, or equal: Griffolyn Tx-1200 FR by Reef Industries.

2.03 ROOF INSULATION

- A. Roof insulation shall be tapered polyisocyanurate foam board insulation. Aged thermal resistance (R-value) at 75°F shall be a minimum of 6.0 per inch of thickness.
- B. Roof insulation shall be approved by roofing manufacturer for use in the roofing system.

2.04 PROTECTION BOARD

- A. Protection board shall be minimum 1/2-inch structural wood fiberboard approved by the roofing manufacturer for use in this system.

2.05 ADHESIVES

- A. Membrane Adhesive: Roofing system manufacturer's low VOC solvent based contact-type bonding adhesive. Asbestos free.

Property	Test Method	Typical Value
Viscosity	Brookfield Rut spindle #3	2500 L 1000
VOC	California Rule 1168	Compliant

2.06 WHITE THERMOPLASTIC MEMBRANE

- A. Thermoplastic polyolefin alloy, polyester reinforced with wick resistant non-woven polyester and a fleece backer.

Thermoplastic Roofing System-White		
Property	Test Method	Typical Value
Thickness	ASTM D 751-00	1.52 mm
Tensile	ASTM D 751-00	350 lbf
Elongation at Fabric Break	ASTM D 751-00	40% MD 30% XMD
Tear Strength	ASTM D 751-00	100 lbf
Dimensional Stability	ASTM D 1204	.3%
Low Temp Flexibility	ASTM D 2137	-40°F
Reflectivity	ASTM C 1549-02	85.78%
Thermal Emittance	ASTM C 1371-98	.86

2.07 AUXILIARY ROOFING MATERIALS

- A. General Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with membrane roofing. Liquid-type auxiliary materials shall meet VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard sheet flashing of same material, type, reinforcement, and color as sheet membrane.
- C. Metal Termination Bars: Manufacturer's standard pre-drilled stainless steel or aluminum bars, approximately 1 by 1/8-inch thick; with anchors.
- D. Metal Battens: Manufacturer's standard aluminum-zinc-alloy-coated or zinc-coated steel sheet, approximately 1 inch wide by 0.05-inch thick, pre-punched.
- E. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, termination reglets, cover strips, and other accessories.

2.08 WALKWAY

- A. TPA Walkway Roll by Tremco Inc., or equal.
1. TPA Walkway Roll is a gray thermoplastic membrane comprised of an elastomeric tri-polymer alloy. TPA Walkway Roll is reinforced with a high strength, wick resistant

polyester fabric and has a serrated, slip resistant surface. TPA Walkway Roll is asbestos free.

2. Roll Size: 3 feet by 60 feet by 80 mil thick.
3. Color: Gray.

2.09 MEMBRANE FASTENERS AND PLATES

- A. All screw-type fasteners shall be a minimum #15 shank diameter for membrane securement. Hex head fasteners are not permitted for insulation or membrane securement. Membrane fastener shall include a minimum 2 3/8-inch-diameter barbed seam plate.
- B. Membrane to Concrete Decks:
 1. Olympic HD or CD-10 fastener and XHD membrane plate.
 2. Deckfast #15 HS fastener and 2 1/2-inch HS membrane plate.
 3. ITW Buildex #15 Roofgrip fastener and 2 3/8-inch barbed seam plate.

PART 3—EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions under which roofing will be applied, with installer present, for compliance with requirements.
- B. Verify that roof openings and penetrations are set in place and braced.
- C. Verify that roof drains are properly clamped into position.
- D. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at roof penetrations and terminations and match the thickness of insulation required.

3.02 PREPARATION

- A. Clean substrate of dust, debris, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.

3.03 JOB CONDITIONS

- A. Prior to the use of any TPA roofing material, consult Material Safety Data Sheets for applicable cautions and warnings.
 1. Do not use oil or bituminous base roof cement with TPA materials.
 2. Do not install TPA membrane directly in contact with new or resaturated asphalt.
 3. Do not expose membrane or accessories to temperatures of 180°F or above.
 4. Do not allow waste products (such as petroleum grease, oil, or solvents) or direct steam venting to come in contact with the TPA roofing system. Any exposures not typical for normal roofing installation must be presented to roof manufacturer for assessment of any impact on the performance of the roofing system.
 5. Do not install TPA membrane directly in contact with coal tar roof surfaces.

6. Install polyethylene vapor barrier ply under new insulation layer when mechanically attached TPA membrane system is installed over existing coal tar roofs.
7. Ponding conditions will adversely affect performance of the roofing system. Where positive drainage does not exist, water removal from roof surface should be facilitated by lowering drains and/or installing additional drains, tapered insulation, or an approved lightweight insulating concrete slope system.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install thermoplastic roofing membrane system according to roofing system manufacturer's written instructions and applicable recommendations of ARMA/NRCA's *Quality Control Guidelines for the Application of Thermoplastic Roofing*.
- B. Install roofing system according to manufacturer's published specifications manual.
- C. Coordinate installation of roofing system components so insulation and roofing plies are not exposed to precipitation or remain exposed at the end of the workday or when rain is forecast.
- D. Provide water cutoffs at end of each day's work to cover exposed ply sheets and insulation. Watertightness of the water cutoffs is the subcontractor's responsibility.
- E. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
- F. Remove and discard temporary seals before beginning work on adjoining roofing.
- G. Substrate-Joint Penetrations: Prevent adhesive from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- H. Wood nailers shall be provided around all roof projections and penetrations except drains, as required by the roof manufacturer. Wood nailers shall be in accordance with Section 06114-Wood Blocking and Curbing. Height of nailers shall be matched to the thickness of the insulation being used. Nailers shall be firmly anchored to the deck to resist a force of 200 pounds per linear foot. A minimum of three anchors shall be used to anchor each length of nailer, with 1/2-inch vent left between length of nailers. Provide approved nailing strip at perimeter of roof.
- I. The thermal insulation and fiberboard shall be anchored to the metal deck or concrete deck with fasteners approved by the roofing manufacturer. The insulation shall be neatly cut to fit around all roof penetrations and projections. Any other requirements of the roofing manufacturer shall be complied with.
- J. Flashing shall be provided at all vertical surfaces, roof interruptions, and penetrations in accordance with membrane manufacturer's recommendations and Contract Documents. All flashings and terminations shall be securely fastened in the plane of the roof deck with fasteners recommended by the system manufacturer. Membrane edges or flashing shall be mechanically fastened to the nailer at maximum of 8-inch centers.
- K. No unit having defects shall be installed. In no event shall more insulation be placed on the surface to be roofed than can be covered with roofing membrane prior to the onset of inclement weather or termination of the day's work. Water must not be allowed beneath any completed section of roof. Temporary water cutoffs may be made by extending the

membrane beyond the insulation and setting the end of the membrane in a sealant. All water cutoffs shall be removed prior to proceeding with the next day's work.

3.05 INSULATION INSTALLATION

- A. Coordinate installing roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with roofing system manufacturer's written instructions for installing roofing insulation.

3.06 ADHERED TPA ROOF MEMBRANE INSTALLATION

- A. Install membrane according to roofing system manufacturer's written instructions, starting at low point of roofing system. Place ply sheets so that water will flow over or parallel to, but never against exposed edges. Shingle in direction to shed water.
- B. Surfaces to receive adhesives must be clean, dry, and free from oil, grease, or other contaminants.
- C. Perimeter/Projection Attachment: Mechanically attach roofing membrane at roof perimeters, curbs, and pipe/stack penetrations greater than 12 inches in diameter on both sides of expansion joints and other areas where the membrane must be anchored to prevent movement, stress, or damage to the roofing membrane.
- D. Roof Drain Detail: Prepare substrate around each roof drain to prevent membrane bridging or distortion and to provide a smooth transition from the roof surface to the drain clamping ring.
- E. Membrane Seaming: Clean seam areas, overlap roofing membrane, and hot air weld side and end laps of roofing membrane according to manufacturer's written instructions to provide a watertight seam installation. Seam edges per manufacturer's recommendations.
- F. Membrane End Laps:
 - 1. Abut end laps. Gap width between membrane sheets shall not exceed 1/8 inch.
 - 2. Install 6-inch-wide cover strip membrane over end lap. Cut cover strip corners round. Heat-weld cover strip over end lap.

3.07 GENERAL FLASHING REQUIREMENTS AND STRIPPING INSTALLATION

- A. Install sheet flashings and preformed flashing accessories and adhere to substrates according to membrane roofing system manufacturer's written instructions.
- B. All flashings shall be installed as shown on the detail drawings. All TPA membrane flashings shall be installed concurrently with the roof membrane as the project progresses. No temporary flashings shall be allowed without prior written approval of the authorized TPA membrane manufacturer. If any water is allowed to enter under the new roofing because of incomplete flashings, the affected area shall be removed and replaced at subcontractor's expense.

- C. Flashings shall not be applied over existing thru-wall flashings or weep holes. All flashings shall extend a minimum of 8 inches above roof level unless previously accepted by OWNER's representative and an authorized TPA membrane manufacturer representative. All existing flashings shall be removed before applying a new flashing. Install flashings in a neat and uniform manner with a "rounding" of all exposed corners.
- D. Flash all pipes with TPA Prefabricated Flashing Boots where possible. Field fabricate pipe flashings with TPA Flashing Membrane (unreinforced flashing) according to TPA manufacturer's standard roofing systems details when a premolded flashing is not feasible.
- E. Fabricate all metal flanged flashings using TPA Membrane Coated Metal. Hot air weld a 6-inch-wide TPA cover strip to flashing membrane and coated metal flange.
- F. Membrane base flashings shall consist of fully adhered TPA Perimeter Sheet membrane.
 - 1. The TPA base flashing membrane shall be fully adhered to a dry, smooth solvent-resistant and compatible substrate using approved bonding adhesive.
 - 2. Over the prepared substrate, adhere flashing sheeting completely to flashing surface with Sheeting Bond adhesive at a rate of 20 square feet per gallon using 1/8-inch notched trowel. Rates will vary depending on ambient temperature and actual surface conditions.
 - 3. Bonding adhesive shall not be applied to lap (seam) areas that are to be welded to flashings or adjacent membrane sheets by means of hot air welding procedures. If contamination occurs, remove any contaminants prior to hot air welding seams.
 - 4. After application of flashing adhesive, allow adhesive to remain open for 15 minutes minimum to flash off solvent prior to setting elastomeric sheeting into the flashing adhesive.
 - 5. When the TPA membrane has been cut to correct width and length, embed the flashing into the substrate adhesive, taking care to avoid wrinkles.
 - 6. Care should be taken so that the flashing does not bridge where there is a change of direction.
 - 7. Apply consistent pressure to entire surface of elastomeric sheeting using a steel hand roller to achieve full adhesion of the sheet to the flashing substrate. Provide complete bond and continuity without wrinkles or voids.
 - 8. Clean seam areas and weld side and end laps to provide a watertight seam installation.
 - 9. The top of the installed flashing shall be fastened under metal counterflashing, coping cap, or through wall metal reglet. The maximum distance between fasteners for TPA flashings shall be 8 inches through flat bar or 12 inches through metal reglet. Install TremFlash (TF) Tape between masonry walls and top edge of TPA flashing membrane prior to fastening.
 - 10. Install TPA prefabricated universal corners for sealing all inside and outside corners.
- G. Prefabricated Pipe Boots:
 - 1. Remove existing pipe flashing.
 - 2. Install plates and fasteners that secure field sheet as close to the penetration as possible.
 - 3. Each boot is stepped in increments that will fit standard pipes. The top of the boot should be cut around the "step" which allows a stretch fit between the top of the boot over the stack.
 - 4. Place the boot over the vent pipe.
 - 5. Pull the flange down to the roof, stretching the collar portion around the vent pipe.

6. Inside the top of the boot shall be caulked to prevent water entry and a stainless steel hose clamp must be installed to secure the top edge of the boot to the vent pipe.
7. The flange of the boot is prescored and shall be cut at the circular score and then heat-welded (minimum 2 inches) onto the TPA field membrane.
8. Do not split the boot. If the boot cannot be installed intact, use field-fabricated flashing according to manufacturer's details.
9. Vent pipe boots can only be installed by hot air heat welding.

H. Prefabricated Universal Corners:

1. The TPA prefabricated corners must be used for sealing the corners of all pitch pans, curbs, and walls. They are uniform in shape and size and provide water-tightness at corners formed by TPA-coated metal and flashing membrane.
2. The corners shall be cut at the scored lines to form either an inside or outside corner.
3. Use proper heat welding techniques to fully weld the corner to the flashing following published Tremco specifications and details.
4. Universal Corners can only be installed by hot air heat welding.

I. TPA Scuppers:

1. Install tapered edge strip around scupper to create sump.
2. Fabricate scupper to fit scupper opening using TPA membrane coated metal.
3. Install base flashings over wall and scupper opening.
4. Install 3/8-inch backer rod behind metal scupper to seal.
5. Install TPA-coated metal scupper. Attach scupper flanges to wall.
6. Strip-in flanges with a 6-inch-wide TPA cover strip heat-welded to field membrane, flashing membrane, and coated metal edge flashing.
7. Install TPA prefabricated corners.

3.08 WALKWAY PAD APPLICATION

- A. Install walkway pads at roof access ladders, doors, around maintained mechanical equipment, and where shown on drawings.
- B. Heat weld walkway pad to field membrane.
 1. Clean smooth membrane ply surface with soap and water. Allow to dry. All surfaces must be clean and dry prior to walkway application.
 2. For heat welding, allow the hot air welder to warm up. Insert the nozzle tip of the hot air welder to the attachment area. Move nozzle at a steady speed, immediately applying pressure behind the air nozzle with a neoprene roller or weighted wheel to maintain positive contact of the heated TPA Walkway Roll to the roof membrane.
 - a. Minimum width of welded lap shall be 2 inches and 6 inches long when performing hand welds.
 - b. Spot weld Walkway Roll to roof membrane. Attachment of walkway roll should not impede drainage.
 3. Field test heat welded laps to verify proper construction.
 4. Perform field test after lap area cools to ambient temperatures. Properly constructed heat welds will not separate at the lap interface when tested.

3.09 FIELD QUALITY CONTROL

- A. Project Inspection: A minimum of 2 site inspections per week shall be performed by a full time employee of the roofing manufacturer.

- B. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion and submit report to OWNER. Notify OWNER 48 hours in advance of date and time of inspection.
- C. Repair or remove and replace components of membrane roofing system where test results or inspections indicate that they do not comply with specified requirements.
- D. Additional testing and inspecting, at CONTRACTOR's expense, shall be performed to determine compliance of replaced or additional work with specified requirements.
- E. After project is complete, an infrared inspection shall be performed to verify that OWNER is receiving a dry roof system from Day 1. The cost of this infrared inspection shall be included in the base bid.

3.10 PROTECTING AND CLEANING

- A. Protect roofing membrane from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to ENGINEER and CONTRACTOR.
- B. Prior to performing work on a completed roof area that may cause damage to the new roof, the roofing membrane and flashing shall be protected from physical damage. Proper and adequate protection includes installing a slip-sheet in the work area overlaid with plywood or OSB Board to dissipate the effects of traffic on the finished roof surface and to prevent impact damage to the system caused by dropped tools and/or equipment. If damage does occur to the roof system, it must be immediately repaired to preserve the integrity of the roof insulation.
- C. Correct deficiencies in or remove roofing that does not comply with requirements, repair substrates, reinstall roofing, and repair base flashings to a condition free of damage and deterioration at the time of Substantial Completion and according to warranty requirements.
- D. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.
- E. Subcontractor shall be responsible for vehicles and other property that is contaminated by adhesive overspray or drippage.

END OF SECTION

SECTION 07 62 00
FLASHING AND SHEET METAL

PART 1–GENERAL

1.01 SUMMARY

- A. Work includes masonry wall flashing, custom-fabricated sheet metal flashing and counter flashing at: Parapet walls; roof-mounted equipment; vent stacks; and other locations.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. ASTM A653–Steel Sheet, Zinc-Coated (Galvanized) or Zinc Iron Alloy-Coated (Galvanealed) by the Hot-Dip Process.
- B. ASTM A924–General Requirements for Steel Sheet, Metallic Coated by the Hot-Dip Process.
- C. ASTM B32–Solder Metal.
- D. ASTM B209–Aluminum and Alloy Sheet and Plate.
- E. ASTM D4586–Asphalt Roof Cement, Asbestos-Free.
- F. SMACNA–Architectural Sheet Metal Manual.

1.03 SUBMITTALS

- A. See Section 01 33 00–Submittals for general submittal requirements.
- B. Shop drawings: Submit fabrication details, jointing details, fastening methods, and termination details.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA standard details and requirements.

1.05 QUALIFICATIONS

- A. Fabricator and installer shall be a company specializing in sheet metal fabrication work with a minimum of 5 years of verifiable experience in that field.

1.06 WARRANTY

- A. Kynar 500 coating shall be provided with a 20-year guarantee against cracking, chipping, peeling, and fading.

PART 2-PRODUCTS

2.01 MATERIALS

- A. Masonry wall flashing and flashing around windows, doors, and other openings shall be 32 mil of self-adhesive rubberized asphalt integrally bonded to 8 mil of cross-laminated, high-density polyethylene film to provide a minimum 40 mil thick membrane. Flashing shall be PERM-A-BARRIER wall flashing as manufactured by Grace Construction Products, or equal. Provide primer or surface conditioner as recommended by manufacturer.
- B. Galvanized Steel Sheet: 26 gauge meeting ASTM A525, Grade A with G90 zinc coating.
- C. Aluminum Sheet: 0.032 inch thick meeting ASTM B209.
- D. Fasteners: Same material and finish as flashing sheet. Stainless steel fasteners may be used with any flashing material. Provide soft neoprene washers with fasteners.
- E. Primer: Zinc chromate type.
- F. Protective Backing Paint: Bituminous type.
- G. Sealant: See Section 07 90 00—Caulking and Sealants.
- H. Bedding Compound: Rubber asphalt or butyl type.
- I. Plastic Cement: ASTM D4586, Type I or II.
- J. Reglets: Galvanized steel or PVC, surface-mounted or recessed, or as shown on the drawings.
- K. Solder: ASTM B32. Soldering is not permitted on aluminum or stainless steel sheet.

2.02 FABRICATION

- A. All flashing and fascia shall be formed to the configurations shown on the drawings and/or the applicable manufacturer's details, or in accordance with SMACNA standard details where not shown on the drawings, or in manufacturers details. Form sections true to shape, accurate in size, square, and free from buckles, kinks, or other defects.
- B. All exposed edges shall be folded or returned on themselves at least 1/2 inch. Corners shall be mitered and seamed.
- C. Form pieces in the longest possible lengths. Form material with flat lock seams.
- D. All sections shall be provided with slip joints at 8 feet on center.
- E. Cleats shall be fabricated of the same materials as the flashing sheets and shall be interlockable with the sheets.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form a drip.

- G. Fabricate corners from one piece with minimum 18-inch-long legs. Seam or solder for rigidity and seal with sealant.

2.03 FINISH

- A. Back paint all sheet metal with asphaltum paint where sheet metal surfaces come in contact with masonry or steel.
- B. Flashing and fascia shall be painted where exposed to view from the ground. Galvanized steel shall be painted in accordance with Section 09 91 00–Painting. Aluminum shall be coated with a Kynar 500 coating system.

PART 3–EXECUTION

3.01 INSTALLATION

- A. Through-wall flashing shall be installed 1/2 inch back of the outside face of the wall, carried through the outside wythe, turned up in the collar, and adhered to back-up wall as shown on the drawings. At no time should any portion of the flashing be allowed to hang or drape beyond the width of the wall. All laps shall be sealed and shall not be less than 3 inches in width. Flashing around openings shall extend at least 3 inches beyond each side of opening.
- B. Fit flashing tight in place. Make corners square, surfaces true and straight in planes, and line accurate to profiles. Seal metal joints watertight.
- C. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted by ENGINEER.
- D. Insert flashings into reglets where shown on the drawings. Seal flashings into reglets with sealant.
- E. Counter flashing shall be provided at all vertical masonry and/or concrete walls which extend above the roof line. The counter flashing shall be installed in a reglet unless otherwise shown. Surface-mounted reglets shall be used where noted.
- F. CONTRACTOR shall provide copper sleeves for hot pipes penetrating the roof as approved by the roofing manufacturer. The annular space between the sleeve and the pipe shall be packed with insulation capable of withstanding the maximum temperature of the pipe. CONTRACTOR to provide a galvanized steel rain collar welded to the hot pipe.

END OF SECTION

SECTION 07 71 00

MANUFACTURED ROOF SPECIALTIES

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included: Metal coping.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. SMACNA–Architectural Sheet Metal Manual.

1.03 SUBMITTALS

- A. Submittals shall comply with requirements of Section 01 33 00–Submittals.
- B. Submit sample panels for selection of anodized or Kynar 500 finish colors.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA standard details.

1.05 WARRANTY

- A. Kynar 500 coating shall be provided with a 20-year guarantee against cracking, chipping, peeling, and fading.

PART 2–PRODUCTS

2.01 COPING

- A. Coping cap on masonry wall construction shall be constructed of 24 gauge Kynar-coated steel. Provide hold-down cleats or continuous clip and fully concealed joint covers. Provide mitered corners.
- B. Acceptable products include the following, or equal:
 - 1. PAC-LOC or TITE-LOC by Peterson Aluminum Corporation.
 - 2. Permasnap by the W.P. Hickman Company.

2.02 FINISHES

- A. Finish on all products shall be a 1.0 mil DFT two-coat factory-applied 70% Kynar 500 fluoropolymer coating over an epoxy prime coat. Colors shall be selected by OWNER. All exposed fasteners shall be provided with the same finish as the sheet metal products.

PART 3-EXECUTION

3.01 INSTALLATION

- A. Install components in accordance with the drawings and the manufacturer's instructions.
- B. Installation details shall be such as to allow for thermal expansion and contraction of the components and to provide for a complete weatherproof installation.

END OF SECTION

SECTION 07 22 33

ROOF HATCHES

PART 1—GENERAL

1.01 SUMMARY

- A. Work includes prefabricated roof hatches with integral support curb and operable hardware.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

PART 2—PRODUCTS

2.01 ROOF HATCHES

- A. Roof hatches shall consist of the following: a 12-inch-high, 11 gauge insulated aluminum curb with integral cap flashing of same material and thickness; an insulated cover with 11 gauge aluminum exterior liner, and 18 gauge aluminum interior liner; zinc-plated hinges, compression-spring operators, latches, and other associated hardware.
- B. Roof hatch shall have exterior aluminum or stainless steel padlock hasp.
- C. Acceptable manufacturers include the following, or equal: Bilco Company.

2.02 ACCESSORIES

- A. Provide Bilco Ladder-up, or equal, at all roof hatches which have a ladder access. Materials and finish shall be aluminum, mill finished.
- B. Where noted, provide handrail on underside of hatch leaf so that when open, the rail is an extension of the stair rail below.

PART 3—EXECUTION

3.01 INSTALLATION

- A. Install roof hatches in accordance with manufacturer's recommendations and Contract Drawings. Coordinate installation with roofing work of this division.

3.02 SCHEDULE

- A. The roof hatches are scheduled in the Door Schedule on the Drawings.

END OF SECTION

SECTION 07 84 00

FIRESTOPPING

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Silicone firestopping foam for sealing annular spaces around ductwork penetrations through fire-rated assemblies.
 - 2. Silicone firestopping sealant for sealing annular spaces around piping and conduit penetrations through fire-rated assemblies and to seal gaps at intersections of walls and floors/ceilings.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. UL 1479–Fire Tests of Through-Penetration Fire Stops.
- B. UL–Fire Hazard Classifications.

1.03 REGULATORY REQUIREMENTS

- A. Firestopping materials and installation shall conform to the 2018 International Building Code requirements, including fire-resistance ratings and surface-burning characteristics.
- B. Provide certificate of compliance from local building inspector indicating approval of firestopping materials and installation.

1.04 ENVIRONMENTAL REQUIREMENTS

- A. A small amount of hydrogen gas is released as the firestopping foam cures. Use forced-air ventilation when installing if areas of installation have less than 2 cubic feet of free air for each pound of liquid mixture being formed.

PART 2–PRODUCTS

2.01 FIRESTOPPING FOAM

- A. Firestopping foam for duct penetrations through fire-rated assemblies shall be a foamed-in-place silicone elastomer produced from two liquid components.
- B. Acceptable products include the following, or equal: Fire Barrier Rated Foam, FIP 1 Step by 3M Corporation.

2.02 FIRESTOPPING SEALANT

- A. Firestopping sealant for piping and conduit penetrations through fire-rated assemblies shall be a single-component silicone elastomer.
- B. Acceptable products include the following, or equal: Fire Barrier Silicone Sealant 2000 by 3M Corporation.

2.03 DAMMING MATERIAL

- A. Damming material shall be fire-resistant mineral fiber (if left in place) or other combustible material (if removed), as directed by the appropriate fire-tested designs.

2.04 PRIMER AND WRAP STRIP

- A. Primer for firestopping sealant shall be 3M Corporation, or equal.
- B. Wrap strip for firestopping sealant shall be 3M Fire Barrier FS-195 Wrap/Strip, or equal.

PART 3-EXECUTION

3.01 INSTALLATION

- A. Firestopping foam and sealant shall be applied according to manufacturer's written instructions and shall achieve a fire rating equal to rating of construction which is penetrated. Substrate shall be free of all combustible materials (except damming material for later removal), loose impediment, oil, and other free liquids.
- B. Install damming material to establish the thickness and hold the firestopping foam/sealant in place. Follow the manufacturer's installation instructions. All gaps or cracks left after damming materials are in place must be sealed.
- C. Firestopping Foam: Immediately after mixing, dispense liquid foam into the penetration opening in accordance with manufacturer's installation instructions. Do not overfill penetration openings with liquid foam. Foam expands approximately three times its original volume during cure. Follow manufacturer's guidelines. If the opening is not filled when the cured foam has completed its expansion, repeat the installation and cure procedure until the opening is filled to the desired level. Allow 15 minutes between application of each shot.
- D. Firestopping Sealant: Apply primer and wrap strip in accordance with manufacturer's instructions prior to installing sealant. Apply sealant to a minimum depth of 1 1/2 inches and with uniform density and texture.
- E. Remove combustible damming material after foam/sealant has cured. Noncombustible damming material may be left in place.

3.02 QUALITY CONTROL

- A. Firestopping Foam:
 - 1. Perform manufacturer's four-step in-line quality control check at least once daily and upon changing to a new lot of material in order to review performance of both dispensing

equipment and foam product prior to installing penetration seals. The four-step quality check includes evaluation for: snap time (cure rate); foam color and uniformity; foam cell structure; and foam density (weight).

2. Check cured penetration seal after 24-hour cure by removing damming materials to examine seal.
3. Cured foam should completely fill penetration. Fill all remaining gaps with freshly mixed foam or firestopping sealant.
4. Recheck after added material has cured 24 hours.
5. Damming materials required to achieve a fire rating must be returned to the penetration.
6. Clean up spills of liquid components with high-flash mineral spirit solvent, following manufacturer's instructions.
7. If necessary, trim excess cured foam with a sharp knife or blade.

B. Firestopping Sealant:

1. Check completed work for complete adhesion and seal 48 hours after sealant application.
2. Clean adjacent surfaces of excess sealant using a compatible solvent in accordance with the manufacturer's instructions.

END OF SECTION

SECTION 07 90 00
CAULKING AND SEALANTS

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included: Caulking and sealants on the project, including primers and backer rod material.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. ASTM C920–Elastomeric Joint Sealants.

1.03 SUBMITTALS

- A. Submittals shall comply with provisions of Section 01 33 00–Submittals.
- B. Submit color chart for each sealant used on project. Colors will be selected by ENGINEER.
- C. Submit copies of warranty.

1.04 WARRANTY

- A. Caulked joints shall be weathertight and guaranteed watertight by installer for two years from the earlier of either the date established for partial utilization in accordance with GC15.03 and 15.04, as modified in the Supplementary Conditions, or Substantial Completion of the project. Deliver original guarantee to OWNER with copies to ENGINEER.

PART 2–PRODUCTS

2.01 CAULK–NONSUBMERGED AND SUBMERGED NON-POTABLE APPLICATIONS–GENERAL

- A. Caulk for nonsubmerged and submerged non-potable water contact applications in all locations except floor joints shall be a one-part or two-part polyurethane sealant.
- B. Acceptable products include the following, or equal:
 - 1. Masterseal NP1 by Master Builders Solutions.
 - 2. Vulkem 116 by Tremco, Inc. (exterior applications only).
 - 3. Dymonic 100 by Tremco, Inc.
 - 4. Sikaflex-2c NS EZ Mix by Sika Products.

2.02 CAULK–NONSUBMERGED AND SUBMERGED NON-POTABLE APPLICATIONS–FLOOR JOINTS

- A. Caulk for floor joints in nonsubmerged and submerged non-potable water contact applications shall be a one-part, self-leveling, polyurethane sealant.
- B. Acceptable products include the following, or equal:
 - 1. MasterSeal SL1 by Master Builders Solutions.
 - 2. Vulkem 45 SSL by Tremco, Inc.
 - 3. Sikaflex-2c SL by Sika Products.

2.03 CAULK–SUBMERGED APPLICATIONS

- A. Caulk at vertical expansion joints in nonsubmerged and submerged non-potable water contact applications shall be a one-part or two-part polyurethane sealant.
- B. Caulk shall be capable of $\pm 50\%$ joint movement.
- C. Acceptable products include the following, or equal:
 - 1. Dymonic 100 by Tremco, Inc.
 - 2. Sikaflex-2c NS EZ Mix by Sika Products.

2.04 CAULK–EXPANSION JOINTS–FLOORS

- A. Caulk at floor expansion joints in nonsubmerged and submerged non-potable water contact applications shall be a one-part or two-part polyurethane sealant.
- B. Caulk shall be capable of $\pm 50\%$ joint movement.
- C. Acceptable products include the following, or equal: Sikaflex-2c SL by Sika Products.

2.05 CAULK–SUBMERGED POTABLE WATER CONTACT APPLICATIONS

- A. Caulk in all submerged potable water contact applications shall be an NSF/ANSI Standard 61-approved two-part, polysulfide base synthetic rubber sealant or a one-part or two-part polyurethane sealant.
- B. Acceptable products include the following, or equal:
 - 1. Thiokol 2235M by PolySpec.
 - 2. Sika Duoflex NS by Sika Products.
 - 3. Sikaflex-1A by Sika Products.
 - 4. Sikaflex-2c NS EZ Mix by Sika P.

2.06 ACCESSORIES

- A. Backer rod shall be flexible, closed-cell polyethylene rod stock sized to be under at least 25% compression when positioned in the joint. In shallow joints and where backer rod is not used, polyethylene bond breaker tape shall be used. It is essential that the caulk bond to the side of the joint but not to the base of the joint.

- B. Primer(s) shall be used where required by the manufacturer for the specific product(s) used and the specific application(s) intended. Specific product(s) shall be as recommended by the manufacturer.
- C. Cleaning fluid shall be methyl ethyl ketone (MEK), methyl isopropyl ketone (MIK), or similar solvent material which will not etch or mar metal finishes and shall be the product of a nationally recognized manufacturer, of type expressly recommended for use with the caulking or sealant compound used.

PART 3-EXECUTION

3.01 INSTALLATION

- A. Seal completely all joints around entire perimeter of all openings in all exterior walls (inside and outside faces), including joints at all exterior doors, windows, louvers, sills, and elsewhere as noted on the drawings and as necessary to seal all open joints in the building in a complete manner. Joints in exterior walls shall be caulked in a completely weathertight manner. Joints between interior walls and concrete ceilings and other interior joints shall be caulked as indicated on the drawings. Caulking not specified in other sections shall be performed under this heading.
- B. All caulking shall be done in accordance with manufacturer's specifications. Allow minimum 28-day curing period for concrete, grout, or mortar prior to caulking unless requested otherwise. Caulking work shall be done before the final coat of paint is applied except at moving joints which shall be finish painted before caulking or caulking shall be protected during painting. All caulking shall occur only when the temperature is above 40°F.
- C. Joints shall be thoroughly cleaned and primed before caulking in accordance with manufacturer's instructions. Unless otherwise shown, joints shall be square in cross section 1/2-inch by 1/2-inch and shall comply with manufacturer's joint width/depth ratio limitations.
- D. Backer rod shall be used in all openings 3/4 inch or more in depth and shall be tightly packed to completely fill the space to 1/2 inch back of face. The 1/2 inch shall then be filled with caulking compound.
- E. Caulking shall be done by hand gun. Compound shall be driven into joint grooves with sufficient pressure to force out all air and fill joint grooves solidly. Caulking where exposed shall be free of wrinkles and shall be uniformly smooth.
- F. At completion of caulking, clean off all excess material from adjoining surfaces and material. Entire installation shall be left in a perfect appearing weathertight condition.

END OF SECTION

SECTION 08 11 00

STANDARD STEEL DOORS AND FRAMES

PART 1–GENERAL

1.01 SUMMARY

- A. Work included: Thermally-insulated and fire-rated steel doors and frames.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. ANSI/SD1-100–Standard Steel Doors and Frames.
- B. UL 10B–Fire Tests of Door Assemblies.

1.03 SUBMITTALS

- A. Submittals shall be in accordance with provisions of Section 01 33 00–Submittals.
- B. In addition to shop drawings and product data, indicate type of primer paint to be used and verify compatibility with field paint system specified.

1.04 REGULATORY REQUIREMENTS

- A. Fire-Rated Door and Frame Construction: Conform to UL 10B.

PART 2–PRODUCTS

2.01 THERMALLY-INSULATED DOORS

- A. Thermally-insulated doors shall be hollow full flush, 1 3/4-inch-thick, 16 gauge steel sheet in accordance with ANSI/SD1-100 with polyurethane core rigid reinforcing full thickness.
- B. Acceptable products include the following, or equal:
 - 1. Ceko Imperial.
 - 2. Curries 707 Series.

2.02 FIRE-RATED DOORS

- A. Fire-rated doors shall be hollow full flush, 1 3/4-inch-thick, 16 gauge steel sheet in accordance with ANSI/SD1-100 with honeycomb or steel stiffened rib core for full thickness of door. Fire doors shall carry Underwriters label on the door.
- B. Acceptable products include the following, or equal:
 - 1. Ceko Regent.
 - 2. Curries 747 Series.

2.03 FABRICATION–DOORS

- A. Doors shall be fully-sealed, continuously-welded construction with all surface welds, joints, and seams filled and ground smooth.
- B. Tops and bottoms of doors shall be completely closed with 16 gauge channels. Outside edges of doors shall be flush without depressions. No inverted channels will be allowed.
- C. Mortise, reinforce, drill, and tap doors to receive hardware. Reinforcement shall be welded within the stiles and rails. Reinforce top rails to accommodate closers on either side and reinforce bottom for kickplate.
- D. All Underwriters fire doors shall be constructed to meet Underwriters Laboratories specific approval according to current procedure for the indicated class.
- E. Glass in exterior doors shall be 1 inch thick.

2.04 FRAMES

- A. Steel door frames shall be made of 14 gauge, cold-rolled, prime-quality steel in accordance with ANSI/SD1-100.
- B. Fire-rated frames shall carry Underwriters label on the frame.

2.05 FABRICATION–FRAMES

- A. Fabricate frames as welded unit. Weld joints continuously through full throat width of frames, including rabbets, soffits, and stops; grind, fill, dress, and make smooth, flush, and invisible.
- B. Welded frames shall be provided with two steel spreaders temporarily attached to the bottom of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and shall not be used to size the frame opening.
- C. Frames shall be 2 inches by 5 3/4 inches. Frames shall have 4-inch head member at 7 feet 0 inch doors in masonry walls.
- D. Fabricate frames with hardware reinforcement plates welded in place.
- E. All Underwriters fire-rated frames shall be constructed to meet Underwriters Laboratories specific approval according to current procedure for the indicated class.
- F. Provide anchors appropriate to wall type.
- G. Provide frames for all steel doors.

2.06 FINISH

- A. Doors and frames shall receive one coat of rust-inhibitive, shop-applied primer paint. Primer paint must be compatible with field-paint system specified.
- B. Frames shall be finish-painted as specified in Section 09 91 00–Painting prior to installation. This includes back sides of door frames.

PART 3-EXECUTION

3.01 INSTALLATION-FRAMES

- A. Install frames in accordance with ANSI/SD1-100.
- B. Coordinate installation of frames with wall construction for anchor placement.
- C. Coordinate installation of frames with installation of doors, hardware, joint sealers, and field painting.
- D. Set all frames as supplied by manufacturer.
- E. Frames in masonry walls shall be grouted full.

3.02 INSTALLATION-DOORS

- A. Install doors in accordance with ANSI/SD1-100.
- B. Coordinate installation of doors with installation of frames, hardware, glass and glazing, and field painting.
- C. Set all doors as supplied by manufacturer. Hang all doors allowing for expansion and contraction at time of setting.
- D. Set all hardware in accordance with templates as supplied by hardware supplier.
- E. Cover all exposed hardware until completion of painting and finishing.
- F. Examine hardware at completion; test, oil, grease, and adjust for perfect operation.

3.03 SCHEDULE

- A. See Door Schedule on drawings.

END OF SECTION

SECTION 08 17 43

FIBERGLASS DOORS AND ALUMINUM FRAMES

PART 1—GENERAL

1.01 SUMMARY

- A. Work includes thermally-insulated fiberglass doors and aluminum frames.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 WARRANTY

- A. Provide 10-year warranty on doors and frames signed by manufacturer, installer, and CONTRACTOR.

PART 2—PRODUCTS

2.01 FIBERGLASS DOORS

- A. Thermally-insulated fiberglass doors shall be 1 3/4 inches total thickness with a 1 1/2-inch rigid polyurethane core.
- B. Acceptable products include the following, or equal: Special-Lite, Inc., SL-17.

2.02 DOOR FRAMES

- A. Frames shall have 4-inch head member at 7 foot 0 inch doors in masonry walls.
- B. Aluminum frames shall be tube-type, minimum 0.125-inch-thick.

2.03 FABRICATION

- A. Face sheets shall be laminated to the polyurethane core. Face sheets shall be 0.120-inch-thick reinforced polyester. Face sheets shall be Spec Lite 3, Inc., as manufactured by Special-Lite, Inc.
- B. Stiles and rails shall be minimum 2 5/16 inches depth by 0.125-inch-thick aluminum, 6063-T5 aluminum alloy.
- C. All doors shall be mortised and reinforced to receive hardware.
- D. Frames shall be prepared for all door hardware.
- E. Door lights shall be factory installed and glazed prior to shipment. See Section 08 81 00-Glazing for lights.

2.04 FINISH

- A. Color of fiberglass door face sheets shall be chosen by OWNER from manufacturer's standard colors. Aluminum frames and door extrusions shall have a Kynar® two-coat finish chosen from manufacturer's standard, 20 color. Color as chosen by OWNER.

PART 3—EXECUTION

3.01 INSTALLATION

- A. Set all doors and frames as supplied by manufacturer. Use masonry anchors to support frame.
- B. Hang all doors allowing for expansion and contraction at time of setting.
- C. Set all hardware in accordance with templates as supplied by hardware supplier.
- D. Cover all exposed hardware until completion of painting and finishing.
- E. Examine hardware at completion; test, oil, grease, and adjust for perfect operation.

3.02 SCHEDULE

- A. See Door Schedule on the drawings.

END OF SECTION

SECTION 08 31 13

ACCESS DOORS AND FRAMES

PART 1—GENERAL

1.01 SUMMARY

- A. Work included: Aluminum floor doors and frame units.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

PART 2—PRODUCTS

2.01 ALUMINUM FLOOR DOORS AND FRAMES

- A. Acceptable products include the following, or equal: The Bilco Company, Type JD-H20 as scheduled.
- B. Type JD-H20 doors shall be designed to support an HS20 wheel load with a maximum deflection of 1/150 of span.
- C. Doors shall be constructed of stiffened 1/4-inch aluminum diamond-pattern plate.
- D. Channel frame for Type JD-H20 doors shall be 1/4-inch extruded aluminum with bend-down anchor tabs. A continuous EPDM gasket shall be mechanically attached to the frame around the entire perimeter.
- E. Hinges shall be through bolted to the door and frame with tamper-proof Type 316 stainless steel lock bolts.
- F. Provide 1 1/2-inch drain coupling located in corner of channel frame for Type JD-H20 doors.
- G. Type JD-H20 doors shall be equipped with required number and size of compression spring operators for door to operate easily and smoothly. Provide heavy-forged cam-action hinges to open door so edge of door does not open into channel.
- H. Provide hold-open arm that automatically locks in open position. Provide snap lock with fixed handle mounted to underside of cover. Provide removable exterior turn/lift handle with spring-loaded ball detent to open cover. All hardware shall be Type 316 stainless steel for corrosive environment.

2.02 FINISH

- A. Aluminum floor doors and frames shall have mill finish. Apply bituminous coating to portions of frames in contact with concrete.

2.03 ACCESSORIES

- A. All aluminum floor/door openings shall be fitted with a permanently installed, fall-through prevention grating system that is easily retractable for access to the opening below. Grating system shall be factory installed by access door manufacturer.
- B. Performance Characteristics:
 - 1. Grating panel(s) shall be high visibility safety yellow in color.
 - 2. Grating panel(s) shall lock automatically in the full open position.
 - 3. Grating system shall have a twenty-five year warranty.
 - 4. Grating panel(s) shall have a provision for locking to prevent unauthorized opening.
- C. Grating: Panels shall be aluminum with a powder coat paint finish and designed to meet OSHA 1926.502(c) and 1910.29 requirements for fall protection.
- D. Hold Open Feature: A Type 316 stainless hold open device shall be provided to lock the cover in the fully open 90 degree position.
- E. Hardware: All hardware shall be Type 316 stainless steel.

PART 3-EXECUTION

3.01 INSTALLATION

- A. Installation shall be in accordance with manufacturer's instructions and approved submittals. Locate units level, plumb, and in proper alignment with adjacent work.
- B. Provide piping from channel frames for Type JD-H20 floor doors from outlet to base of wall nearest floor drain or through wall to ground for tank structures. Terminate pipe in minimum 1 cubic foot of clear stone if termination is below ground.

3.02 ADJUSTING AND CLEANING

- A. Clean exposed surfaces using methods acceptable to the manufacturer that will not damage finish.
- B. Test units for proper function and adjust until proper operation is achieved.
- C. Repair finishes damaged during installation.
- D. Restore finishes so no evidence remains of corrective work.

3.03 SCHEDULE

- A. See Door Schedule on the drawings.

END OF SECTION

SECTION 08 33 23
OVERHEAD COILING DOORS

PART 1—GENERAL

1.01 SUMMARY

- A. Work includes insulated overhead coiling door with manual and electric operation, operating hardware, controls, and supports.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REGULATORY REQUIREMENTS

- A. Conform to the 2018 International Building Code for motor and motor control requirements.
- B. Products requiring electrical connection shall be listed and classified by Underwriters' Laboratories, Inc. as suitable for the purpose specified and indicated.

1.03 SUBMITTALS

- A. Submit under provision of Section 01 33 00—Submittals.
- B. Project-specific wiring diagrams for power, signal, and control.

PART 2—PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable manufacturers include the following, or equal: Overhead Door Co. Series 625 Insulated Stormtite door, Raynor Series IF, or equal.

2.02 MATERIALS

- A. Curtain:
 - 1. Curtain slats shall be Type F-265I flat crown, pitch 2 5/8 inches, 0.040-inch aluminum. Back cover shall be 0.024-inch aluminum.
 - 2. Slat system shall be integral and foamed in place with polyurethane foam nominal 2-pound density applied between the slat and back cover, rising to bond the slat and back cover into an integral member with a thickness of 3/4 inch.
 - 3. End locks shall be used on alternate slats. Provide wind locks as required for 25 psf design wind load.
- B. Bottom Bar: The bottom bar shall be two aluminum angles, minimum thickness 1/8 inch, bolted back-to-back to reinforce the curtain in the guides, and have a loop-type weather seal.

- C. Guides:
1. Guides shall be three structural steel aluminum angles with a minimum thickness of 3/16 inch.
 2. Guides shall be equipped with full door height PVC weather seals contacting the exterior and interior curtain surfaces to minimize air flow.
 3. Guides shall be insulated full height and shall be equipped with wind lock bars to meet 25 psf design wind load.
- D. Brackets:
1. Brackets shall be minimum 3/16-inch-thick steel plate to support the barrel, counterbalance, and hood.
 2. Provide intermediate support brackets as necessary.
- E. Counterbalance:
1. Counterbalance shall be helical torsion springs housed in a steel pipe barrel, supporting the curtain with a deflection limited to 0.03 inch per foot of width.
 2. Counterbalance shall be adjustable by means of an external adjusting tension wheel and designed for minimum 20,000 cycles.
- F. Hood:
1. The hood shall be aluminum minimum.
 2. The hood shall have an internal baffle and an external lintel baffle to retard air infiltration.
- G. Locking: Manual chain hoist-operated doors shall have chain-keeper locks suitable for padlocking.
- H. Manual Operator: Chain hoist.
- I. Electric Components:
1. Electric operator shall be Model RHX Explosion Proof by Overhead Door Corp., or equal, in Class I Division 1 locations. Operator shall be 1/2 horsepower, 115 volts, single-phase. Operator shall be equipped with quick-release equipment for manual operation in case of emergency or power failure.
 2. Provide one interior NEMA 7 3-button control station for each door, open/close/stop, 24-volt circuit in Class I Division 1 locations.
 3. Each door with electric operator shall have electric sensing edge to stop and reverse the door upon contacting an object while closing. Sensing edge shall be powered from the electric operator and monitored in accordance with UL 325:2010. Sensing edge shall be as manufactured by Miller Edge Model MGO20Y, with 25 feet of factory-provided cable, or equal. When used with explosionproof electric operators in Class I rated spaces, provide intrinsically safe NEMA 7 control panel, Miller Edge Model FSIS-25-4, or equal.
 4. Interior operator and controls for doors as noted on schedule shall be NEMA 7 Class 1, Division 1, Group D, explosionproof construction in Class I Division 1 locations. All devices and controls shall be provided by door manufacturer and be powered from control panel transformer(s) provided with the unit. If CONTRACTOR provides intrinsically safe controls, all boxes and enclosures, including intrinsically safe control stations shall be NEMA 4X.
 5. Overhead door operator shall be configured to accept a maintained dry contact signal from the SCADA system for remote open/close control of the door. The door shall remain open until the maintained contact is de-energized. Interior 3-button control station shall

operate in parallel with the controls from the SCADA system such that either system will control the overhead door.

6. Overhead door operator shall be provided with auxiliary dry contacts for remote indication of door open and door closed status at the SCADA system.

2.03 FINISHES

- A. The curtain and hood shall receive a UV-resistant powder-coat finish with color selected from manufacturer's standard colors.
- B. All nongalvanized, exposed ferrous surfaces shall receive one coat of manufacturer's standard factory-applied rust-inhibitive primer compatible with field paint.
- C. All nongalvanized, ferrous surfaces that will become inaccessible after installation shall be finish painted as specified in Section 09 91 00—Painting prior to installation.

PART 3—EXECUTION

3.01 INSTALLATION

- A. Door shall be installed in accordance with manufacturer's instructions and standards by an authorized representative.
- B. Upon completion of installation, operating devices and controls shall be adjusted and lubricated to operate properly.

3.02 SCHEDULE

- A. See Door Schedule on the drawings.

END OF SECTION

SECTION 08 39 19

WATERTIGHT DOORS

PART 1–GENERAL

1.01 SUMMARY

- A. Work included:
 - 1. Steel Flood Secure Doors suitable for full height flood protection against on-seating water pressure
 - 2. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.
- B. Submittals shall be in accordance with provisions of Section 01 33 00–Submittals.
- C. Submit the following:
 - 1. Manufacturers data including installation and maintenance instructions.
 - 2. Calculations proving the barriers' ability to withstand the design pressure loading.
 - 3. Dimensional plans and elevations, sections, connections and anchorage, and parts list.

1.02 REFERENCE STANDARDS

- A. ASCE/ SEI 24-05, 6.2 Dry Proofing
- B. ASCE 24-14 (Flood Resistant Design and Construction)
- C. FEMA Technical Bulletin 3-93 Non-Residential Flood proofing
- D. FEMA Flood Proofing Non-Residential Structures #102
- E. FEMA Recommendations on Dry Proofing
- F. NFIP Title 44 US Code of Federal Regulations, Section 60.3
- G. SEI / ASCE 7-16 – Minimum Design Loads for Buildings and other Structures
- H. AISE Manual and Specifications

1.03 QUALIFICATIONS

- A. The manufacturer of the flood doors shall have provided flood doors on at least five (5) installations similar to the requirements of this project.
- B. Vendor must demonstrate compliance and certification of a Quality Management System administered by the International Organization for Standardization (ISO 9001). Documentation of current certification status to be provided upon request.

1.04 REQUIREMENTS

- A. Hydrostatic Pressure Resistance—Flood Doors shall conform to the criteria for resisting lateral forces due to hydrostatic pressure from Freestanding Water as set forth by FEMA Technical Bulletin 3-93.
- B. Force Resistance—Flood Doors shall conform to the criteria for resisting lateral forces due to moving flood waters at a minimum Velocity of 8 Feet per second, unless otherwise noted, as set forth by FEMA Technical Bulletin 3-93.
- C. Debris Impact Force Resistance—Flood Doors shall conform to the criteria for resisting a 1000-pound object at minimum Velocity of 8 Feet per second unless otherwise noted, as prescribed by FEMA Technical Bulletin 3-9.

1.05 PERFORMANCE

- A. The flood doors are to withstand the design forces as outlined in this document, up to full height flood protection as standard.
- B. The maximum amount of leakage to be permitted through the flood door is to be 0.08 gallons / foot (width) / hour.

PART 2—PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design is 'Flood Secure Door' as supplied by Flood Control International Inc, 7 Elk Street, Lower Level, New York, or equal.

2.02 REQUIREMENT AND FEATURES

- A. Flood door shall provide an effective seal against short term and long term high water situations, to the protection level indicated on the drawings, up to full height of door. Flood heights above top of door may be accommodated subject to confirmation of details.
- B. The flood door shall incorporate a secure three-point locking system.
- C. The flood door shall use an adjustable gasket retainer around the perimeter of the frame. Provide a 3/4-inch raised threshold across the opening. Gaskets shall be easily replaceable.
- D. The flood door shall incorporate a door closer, such that it locks/ seals when closed with no secondary operation required to make the door floodproof.
- E. The flood door shall incorporate dog-bolt protection to prevent removal even if hinges are cut.
- F. The door is to be outward opening.
- G. Double doors shall incorporate a fully removable center mullion.

2.03 MATERIALS

- A. Door Leaf– Steel framed door, 2 1/8-inches thick, 1/16-inch Zintec steel skins and insulated core.
- B. Door Frame–3/16-inch pressed carbon steel profile. Security strip to outside perimeter of door.
- C. Sills–Carbon steel not less than 0.25 inches in thickness.
- D. Hinges–Each leaf to be hung on a minimum of 3nr HD stainless steel hinges. Hinges to incorporate 'dog bolt' protection.
- E. Sill–As frame profile. Total upstand of seal retainer and ground fixing plate 3/4 inch.
- F. Finish on gate ends and panel to be polyester powder coat. Color to be selected by OWNER.
- G. Gaskets– Adjustable seal holder with shaped skinned EPDM rubber gasket. Gasket position fixed after fitment of door and frame to provide watertight seal and correct compression when closed. All gaskets shall be field replaceable.
- H. Fasteners–All anchor bolts shall be stainless steel Hilti load-rated fixings.
- I. Sealants–Sealants shall be a one part polysulphide gun-applied sealant and shall be compatible with all substrates and field applied in accordance with the manufacturers' recommendations.

2.04 HARDWARE

- A. Three-point locking system to be Surelock McGill 'Slimline' system.
- B. External access options include: no access / keyed handle (standard) / electronic locking with emergency keyed override.
- C. Internal options include: emergency escape bar(standard) / lever handle / push pad.
- D. For double doors, the passive leaf is bolted to the removable center mullion.
- E. Heavy duty door closer to Active Leaf.
- F. Various key / cylinder options are available. Where client suited cylinders are required, these are to be provided at commencement of manufacture to be incorporated into locking system at manufacture.

PART 3–EXECUTION

3.01 EXAMINATION / PREPARATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Surfaces to be clean solid and free from water and grease prior to fitting.

- C. Base materials shall be checked to be able to withstand the forces applied by the flood doors.

3.02 INSTALLATION

- A. Install in accordance with manufacturer's installation instructions, approved shop drawings, shipping, handling and storage instructions.
- B. Doors shall be installed level, square, plumb and rigid.
- C. Only the designed and provided fixings are to be used in accordance with manufacturers' installation instructions.
- D. Sealants to be applied per product application directions and in accordance with manufacturers' instructions.

3.03 FIELD QUALITY CONTROL

- A. Flood door to be operated and field verified including the sealing surfaces to check they maintain the correct level of contact at all points.
- B. A 'paper pull-out test' to be performed on all sealing surfaces to verify a tight fit.
- C. Verify that the door operates freely without undue force in swinging in both directions.
- D. Verify all anchors are installed correctly.

END OF SECTION

SECTION 08 62 50

GLASS GLAZED SKYLIGHTS

PART 1—GENERAL

1.01 SUMMARY

- A. This Section includes the following: Aluminum-framed square pyramid skylights.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 PERFORMANCE REQUIREMENTS

- A. General: Provide metal-framed skylights capable of withstanding loads and thermal and structural movements indicated without failure. Failure includes the following:
 - 1. Deflection exceeding specified limits.
 - 2. Thermal stresses transferred to the building structure.
 - 3. Skylight framing members transferring stresses, including those caused by thermal and structural movement, to glazing.
 - 4. Weakening of fasteners, attachments, and other components.
- B. Deflection Limits: As follows: Deflection of the entire length of framing members in direction normal to glazing plane is limited to 1/175 of clear span.
- C. Lateral Support: Compression flanges 75% of flexural members requiring lateral be laterally braced by cross members with minimum depths equal to flexural member depth and by anchors to the building structure. Glazing material does not provide lateral support.
- D. Structural Loads: Provide metal-framed skylights, including anchorage, capable of withstanding the effects of the following design loads when supporting full dead loads:
 - 1. Roof Loads.
 - a. Concentrated Load: 250 pounds applied to framing members at location that produces the most severe stress or deflection.
 - b. Snow Loads: As indicated.
 - c. Roof Loads: As indicated.
 - 2. Seismic Loads: As indicated.
- E. Structural Performance: Provide metal-framed skylights, including anchorage, capable of withstanding test pressure indicated without material and deflection failures and permanent deformation of structural members exceeding 0.2 percent of span when tested according to ASTM E 330. Test Pressure: 60 psf of positive and 30 psf of negative wind-load design pressures.
- F. Thermal Movement: Provide metal-framed skylights that allow for thermal movements resulting from the following maximum change (range) in ambient temperatures by preventing buckling, sealant failure, and other detrimental effects. Temperature Change (Range): 100°F.

- G. Air Infiltration: Provide metal-framed skylights with maximum air leakage of 0.06 cfm/sq. ft. (0.03 L/s per sq. m) of surface when tested according to ASTM E 283 at a minimum static-air-pressure differential of 6.24lb/sq. ft. (300 Pa).
- H. Water Penetration: Provide metal-framed skylights that do not evidence water penetration when tested according to ASTM E 331 at a minimum differential static pressure of 20 percent of positive design wind pressure, but not less than 12 lb/sq. ft. (718 Pa).
- I. Condensation Resistance: Provide aluminum-framed systems that when tested with fixed glazing, have a frame condensation-resistance factor (CRF) of not less than 45 when tested according to AAMA 1503 when clear over clear insulated glass is used.

1.03 SUBMITTALS

- A. Comply with Section 01 33 00–Submittals.
- B. Product Data: Include construction details, material descriptions, dimensions and profiles of components, and finishes for metal-framed skylights.
- C. Shop Drawings: For metal-framed skylights. Include plans, elevations, sections, details, and attachments to other work as required.
- D. Samples for Initial Selection: Manufacturer's color charts consisting of sections of units showing the full range of colors available for factory-finished aluminum.
- E. Samples for Verification: Provide 12-inch-long sections of extrusions or formed shapes in same thickness and material indicated for the Work. Mill finished sampler to be provided on piece of 2-inch by 3-inch aluminum sheet.
- F. Installer Certificates: If required, signed by manufacturer certifying that installers comply with requirements.
- G. Product Test Reports: From a qualified testing agency indicating skylights comply with requirements, based on comprehensive testing of current products.
- H. Sealant Compatibility and Adhesion Test Reports: From sealant manufacturer indicating that materials forming joint substrates and joint sealant backings have been tested for compatibility and adhesion with sealants; include sealant manufacturer's interpretation of test results for sealant performance and recommendations for primers and substrate preparation needed for adhesion.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing metal-framed skylights similar to those indicated for this Project and who is acceptable to manufacturer.
- B. Professional Engineer Qualifications: A professional engineer who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of skylights that are similar to those indicated for this Project in material, design, and extent.

- C. Testing Agency Qualifications: An independent testing agency with the experience and capability to conduct the testing indicated, as documented according to ASTM E 548.
- D. Pre-construction Testing: Not required.
- E. Pre-construction Sealant Compatibility and Adhesion Testing: Not required.
- F. Welding: Qualify procedures and personnel according to AWS D1.2, "Structural Welding Code--Aluminum."

1.05 PROJECT CONDITIONS

- A. Field Measurements: Where metal-framed skylights are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating skylights without field measurements. Coordinate construction so that actual dimensions correspond to established dimensions.

1.06 WARRANTY

- A. Warranty: Written warranty, executed by manufacturer agreeing to repair or replace components of metal-framed skylights that fail in materials or workmanship within specified warranty period. Failures include, but are not limited to, the following:
 - 1. Structural failures.
 - 2. Failure of systems to meet performance requirements.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Water leakage; defined as uncontrolled water appearing on normally exposed interior surfaces of skylights from sources other than condensation, resulting from defects in skylight materials or workmanship. (Water controlled by flashing and gutters and drained back to the exterior and that cannot damage adjacent materials or finishes is not water leakage). Water leakage resulting from improper installations not part of this warranty.
 - 5. Warranty Period: Five years from date of shipment from the manufacturer.
- B. Glass Warranty: Provide written warranty signed by manufacturer agreeing to repair or replace work that has or develops defects in the insulating glass. "Defects" is defined as seal failure or delamination.
- C. Warranty Period for Insulating or Laminated Glass: Five years from date of shipment.

PART 2--PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide model CCPQ Square Pyramid Skylight by Wasco Products, Inc., Commercial Division, Sanford, ME (800-388-0293), or equal.

2.02 FRAMING MATERIALS

- A. Framing Members: Extruded aluminum alloy 6063-T5 or T6, ASTM B 221 with minimum effective thickness of 0.109 inch. Provide integral condensation gutter system with comers fully welded for waterproof quality. Sill frame to have glass fiber reinforced polymer thermal break. Poured and de-bridged polyurethane thermal breaks are not acceptable.
- B. Exterior Pressure Caps: Extruded aluminum alloy 6063-T5 or T6, ASTM B 221 with minimum effective thickness of 0.090 inch.
- C. Concealed Flashing: Manufacturer's standard corrosion-resistant, non-staining, non-bleeding flashing; compatible with adjacent materials.
- D. Exposed Flashing and Closures: Aluminum sheet alloy and temper of 1100-H14, thickness as required for proper performance.
 - 1. Minimum Thickness: 0.032-inch apron flashing.
 - 2. Minimum Thickness: 0.062-inch closures.
- E. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, non-staining, non-bleeding fasteners and accessories; compatible with adjacent materials.
 - 1. Aluminum Retaining Cap Fasteners and Framing Members Fasteners: ASTM A 193/A 193M, Series 300 stainless-steel screws; type as recommended by manufacturer.
 - 2. Connections to Supporting Structure: Series 300 Stainless Steel or ASTM A 307, hot dipped galvanized steel fasteners by installer.
- F. Framing-System Sealants: Single-component, non-sag, high performance, non-priming, gun-grade elastomeric polyurethane sealant furnished by skylight manufacturer.
 - 1. Sealant complies with ASTM C920, Type S, Grade NS, Class 25, Use T, NT, M, A, G, and O. Canadian Specification CAN/CGSB-19.13-M87, Classification MCG-2-25-A-N.
 - 2. Sealant conforms to USDA approval standards.
 - 3. Color: Gray or Dark Bronze.
- G. Bituminous Paint: Cold-applied asphalt mastic paint complying with SSPC-Paint 12, except containing no asbestos, and formulated for 30-mil thickness per coat.

2.03 GLAZING MATERIALS

- A. Insulating Glass: 1 1/8 inch consisting of 1/4-inch clear tempered exterior lite, 1/2-inch sealed air space and 3/8-inch clear laminated safety glass interior lite. (*Other as required-specify). Laminated interior lite shall consist of two 3/16-inch lites separated by 0.03-inch white PVB layer.

*Glass must meet the requirements of the AAMA for the project.

- B. Glazing Gaskets: Manufacturer's proprietary pressure-glazing gaskets of elastomer type and hardness selected by the skylight manufacturer to comply with requirements. Glazing gaskets to be extruded thermoplastic elastomer by the skylight manufacturer.
- C. Spacers, Edge Blocks, and Setting Blocks: Manufacturer's standard permanent non-migrating type of elastomer type and hardness selected to comply with requirements. Spacers, Edge Blocks, and Setting Blocks to be extruded thermoplastic elastomer by the skylight manufacturer.

- D. Glazing Weatherseal Sealant: Neutral-curing silicone sealant recommended by skylight and sealant manufacturers for this use and furnished by skylight manufacturer.
 - 1. Sealant is capable of withstanding 50 percent movement in both extension and compression (total of 100 percent movement) when tested for adhesion and cohesion under maximum cyclic movement according to ASTM C 719.
 - 2. Sealant complies with ASTM C 920 for Type S, Grade NS, Class 25, Uses NT, G, A, and, as applicable to substrates including other sealants with which it comes in contact, O.
 - 3. Color: Black.
- E. Flashing Sealant: Single-component, non-sag, high performance, non-priming, gun-grade elastomeric polyurethane sealant furnished by skylight manufacturer.
 - 4. Sealant complies with ASTM C920, Type S, Grade NS, Class 25, Use T, NT, M, A, G, and O. Canadian Specification CAN/CGSB-19.13-M87, Classification MCG-2-25-A-N.
 - 5. Sealant conforms to USDA approval standards.
 - 6. Color: Gray or Dark Bronze.

2.04 FABRICATION

- A. Framing Components: As follows:
 - 1. Factory fit and assemble components, where practical.
 - 2. Glaze units where size allows.
 - 3. Fabricate components that, when assembled, will have accurately fitted joints with ends coped or mitered to produce hairline joints free of burrs and distortion.
 - 4. Fabricate components to drain water passing joints and to drain condensation and moisture occurring or migrating within skylight system to the exterior.
 - 5. Fabricate components to accommodate expansion, contraction, and field adjustment, and to provide for minimum clearance and shimming at skylight perimeter.
 - 6. Fabricate components so that glazing is thermally and physically isolated from framing members.
 - 7. Form shapes with sharp profiles, straight and free of defects or deformations, before finishing.
 - 8. Fit and assemble components to greatest extent practicable before finishing.
 - 9. Fit and secure joints by heliarc welding.
 - 10. Reinforce members as required to retain fastener threads.
 - 11. Attach retainer bars with gasketed stainless steel fasteners spaced at a maximum of 12 inches on center.
 - 12. Weld components before finishing and in concealed locations to greatest extent practicable to minimize distortion.
 - 13. Before shipping, shop assemble, mark, and disassemble components that cannot be permanently shop assembled.
- A. Provide continuous aluminum curb with weatherproof splice joints and locked and sealed or fully welded corners. Locate weep holes in the curb at each rafter connection to drain condensation.
- B. Prepare framing to receive anchor and connection devices and fasteners.
- C. Field Glazing: Locate and size extruded elastomeric setting blocks and spacers in accordance with the glazing manufacturer's recommendations. At no point shall the glazing come in contact with the skylight frame or fasteners.

2.05 ALUMINUM FINISHES

- A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.
- B. Class I, Color Anodic Finish: AA-M10C22A42/A44 (Mechanical Finish: as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.7 mil or thicker) complying with AAMA 606.1 or AAMA 608.1. Color: To be selected by OWNER.

PART 3-EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting skylight performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Metal Protection as follows:
 - 1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.
 - 2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
 - 3. Where aluminum will contact pressure-treated wood, separate dissimilar materials by methods recommended by manufacturer.

3.03 INSTALLATION

- A. General: Comply with manufacturer's written instructions for protecting, handling, and installing skylight components.
 - 1. Fit frame joints to produce hairline joints free of burrs and distortion.
 - 2. Rigidly secure non-movement joints.
 - 3. Accommodate thermal and mechanical movements.
 - 4. Install framing components to drain water passing joints and to drain condensation and moisture occurring or migrating within skylight system to the exterior.
 - 5. Coordinate installation of flashings at skylight perimeters to maintain continuity of water barriers.
 - 6. Set continuous curbs and flashings in a full sealant bed, unless otherwise indicated.
 - 7. Comply with requirements in Specification Section 07 90 00-Caulking and Sealants.

- B. Erection Tolerances: Install skylight components true in plane, accurately aligned, and without warp or rack. Adjust framing to comply with the following tolerances:
 - 1. Variation from Plane: Limit variation from plane or location shown to 1/8 inch in 10 feet; 1/4 inch over total length.
 - 2. Alignment: Where surfaces abut in line and at corners and where surfaces are separated by less than 3 inches, limit offset from true alignment to less than 1/32 inch; otherwise, limit offset from true alignment to 1/8 inch.
- C. Field Glazing: Locate and size extruded elastomeric setting blocks and spacers in accordance with the glazing manufacturer's recommendations. At no point shall the glazing come in contact with the skylight frame or fasteners
- D. Install secondary-sealant weatherseal according to sealant manufacturer's written instructions to provide weatherproof joints. Install joint fillers behind sealant as recommended by sealant manufacturer.

3.04 CLEANING

- A. Clean skylights inside and outside, immediately after installation and after sealants have cured, according to manufacturer's written recommendations. Remove temporary protective coverings and strippable coatings from pre-finished metal surfaces. Remove labels and markings from all components.
- B. Remove excess sealant according to sealant manufacturer's written recommendations.

END OF SECTION

SECTION 08 71 00

DOOR HARDWARE

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Hardware to fully equip all doors.
 - 2. Thresholds and weatherstripping.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. NFPA 80–Fire Doors and Windows.

1.03 REGULATORY REQUIREMENTS

- A. Hardware shall conform to the 2018 International Building Code for requirements applicable to fire-rated doors and frames. Hardware shall comply with NFPA 80 and shall be properly stamped or labeled for easy identification.
- B. Hardware shall comply with barrier-free requirements.

PART 2–PRODUCTS

2.01 LOCKSETS AND LATCHSETS

- A. Marine grade mortise locksets and latchsets with stainless steel (ss) finish, as indicated in Paragraph 3.02 Schedule shall be Accurate Lock 9100M Series, Schwepper 3800 Series, or equal.
- B. Mortise locksets and latchsets with stainless steel (ss) finish, as indicated in Paragraph 3.02 Schedule shall be Sargent mortise type Series 8200 line, Style L, Schlage L9000 Series, or equal.
- C. Locksets and latchsets without stainless steel (ss) finish shall be Sargent cylindrical type Series 10L, Schlage D Line, Best Access Systems 9K Series, or equal.
- D. Locksets and latchsets shall have 2 3/4-inch backset. Strikes shall be curved lip.
- E. Lockset and latchset numbers listed in Paragraph 3.02 Schedule are Sargent or Accurate (listed first) followed by Schlage or Schwepper number (listed second in parentheses).
- F. Provide removable core brass 6- or 7-pin cylinders for all locksets and latchsets.

2.02 EXIT DEVICES

- A. Exit devices shall be Sargent 8813 x ETL Series, or equal, and shall be equipped with reinforced cross bars and functions as indicated on the hardware sets. The exit device shall be operated by a lockable lever from the exterior side.

2.03 HINGES

- A. Butt hinges shall be Stanley FBB 191, Hager BB 1191, or equal, full mortise, ball bearing, nonferrous, nonremoveable, loose pin, and flat bottom tip, unless otherwise specified. Provide three 4 1/2-inch by 4 1/2-inch hinges per door for doors 7 feet or less in height with one additional hinge for each additional 30 inches or fraction thereof, unless otherwise specified. Provide additional hinges or heavyweight hinges for all doors that are over 36 inches wide, unless specified otherwise. Finish on aluminum entrance doors shall match framing.

2.04 DOOR CLOSERS

- A. Door closers shall be LCN Series 1460 or 4110 for exterior doors and 1461 for interior doors, or equal. Provide aluminum finish on closers. Provide full covers. Door closers for locations noted as (ss) shall have the SRI primer for corrosion resistance. Door closers specified in paragraph 3.02 are LCN. (H-Hold Open).

2.05 KICKPLATES

- A. Kickplates shall be Rockwood, or equal, 6 inches high. Kickplate width shall be 2 inches less than door width.

2.06 DOOR STOPS

- A. Provide wall- or floor-mounted door stops at all interior doors. Stops shall be Glynn Johnson GJFB-13, GJ60C, or GJ60W for locations noted as (ss), or equal.

2.07 THRESHOLD AND WEATHERSTRIPPING

- A. All exterior doors shall be weatherstripped with Reese DS75, National Guard Products, Inc. 156, or equal, weatherstripping. Provide Reese 323C, Pemko 315AN, or equal, sweeps; and Reese S425A, Pemko 171A (provide Reese S439A, Pemko 273A, for areas with thicker flooring on one side), or equal, thresholds. Exterior doors without mullion shall have Reese No. 87, Pemko 352A, or equal, positive sealing astragal.

2.08 KEYING

- A. Door keys shall be keyed per OWNER requirements. Provide two keys per lock. Doors shall have temporary construction cylinders. Provide permanent cylinders at project completion.

2.09 LATCH PROTECTION PLATE

- A. Latch protection plate shall be 3 inches by 11 inches for use with cylindrical or mortised locksets with a 2 3/4-inch backset. Protection plate shall be steel with finish to match door hardware, Hager 345D, or equal.

2.10 ELECTRIC STRIKE

- A. Electric strike shall be HES 1006 J option for standard cylindrical locks. Provide with 12-volt DC continuous operation.

2.11 FINISH

- A. Finish for all hardware, except as noted below, shall be US 26D or US 32D where stainless steel (ss) hardware is specified in paragraph 2.
- B. Finish for surface bolts shall be US 26D; finish for kickplates shall be 32D.
- C. Where stainless steel (ss) is specified, all hardware, including threshold and weatherstripping, shall be installed with stainless steel fasteners.

PART 3-EXECUTION

3.01 INSTALLATION

- A. Provide finish hardware to fully equip all doors.
- B. Install hardware in accordance with manufacturer's instructions.

3.02 SCHEDULE

- A. Provide the following hardware groups in the amounts indicated on the door schedule or required for a complete and proper installation:

Group 1

Lockset-8205LNL (SS) (L9050)
Door Closer-1460 (SS)
(Parallel Arm)
Hinges and Kickplate (SS)
Electric Strike
Latch Protection Plate

Group 2

Lockset-9124M (SS) (3811 wc)
Door Closer-1460 (SS) (Parallel Arm)
Hinges and Kickplate (SS)
Electric Strike
Latch Protection Plate

Group 3

Lockset 8215LNL (SS) (L9010)
Door Closer-1460 BF (SS) (Regular Arm)
Hinges and Kickplate (SS)

Group 4

Lockset 9125M (ss) (3811F)
Door Closer–1460 BF (SS) (Regular Arm)
Hinges and Kickplate (SS)

Group 5

Lockset 10U65 (ND40S)
Hinges

Group 6

Exit Device 8813 ETL
Door Closer–1460 BF (Regular arm)
Hinges and Kickplates

Group 7

Lockset 8205LNL (SS) (L9050)
Door Closer–1460 (SS)
Hinges and Kickplate
Latch Protection Plate

Group 8

Lockset 124M (SS) (3811 WC)
Door Closer–1460 (SS) (Parallel Arm)
Hinges and Kickplate (SS)
Latch Protection Plate

END OF SECTION

SECTION 08 81 00

GLAZING

PART 1–GENERAL

1.01 SUMMARY

- A. Work includes mirror glass.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

PART 2–PRODUCTS

2.01 MIRROR GLASS

- A. Mirror glass shall be Type 1, Class 1, Quality q², 1/4-inch thick.

PART 3–EXECUTION

3.01 INSTALLATION

- A. Comply with “Glazing Manual” by Glass Association of North America (GANA), except as specifically recommended otherwise by manufacturers of the glass and glazing materials.

END OF SECTION

SECTION 09 91 00

PAINTING

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: Surface preparation and application of paints and coatings.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. ASTM B117—Standard Practice for Operating Salt Spray (Fog) Apparatus.
- B. ASTM D2247—Standard Practice for Testing Water Resistance of Coatings in 100 % Relative Humidity.
- C. ASTM D3363—Standard Test Method for Film Hardness by Pencil Test.
- D. ASTM D4060—Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.
- E. ASTM D4541—Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers.
- F. ASTM D4585—Standard Practice for Testing Water Resistance of Coatings Using Controlled Condensation.
- G. Federal Register—Code of Federal Regulations (CFR).
- H. Federal Register—Resource Conservation and Recovery Act (RCRA).
- I. Federal Register—Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).
- J. ICRI—International Concrete Repair Institute.
- K. NACE—National Association of Corrosion Engineers.
- L. SSPC—The Society for Protective Coatings—Steel Structures Painting Manual.

1.03 SUBMITTALS

- A. Submittals shall be in accordance with provisions of Section 01 33 00—Submittals.
- B. Shop primer proposed for use shall be submitted with all material and equipment submittals. All shop primers shall be of the same generic type and quality as those specified herein.

- C. Submit manufacturer's Safety Data Sheets (SDS) for each type of paint with each shop drawing submittal. SDS sheets shall be posted at the construction site at all times painting is in progress.
- D. Substitution submittals shall include performance test data, as certified by a qualified testing laboratory, for the ASTM tests specified in Paragraph 2.01.

1.04 QUALITY ASSURANCE

- A. Regulatory Requirements: All paints, surface preparation, and application methods shall conform to federal requirements for allowable exposure to lead and other hazardous substances.
- B. Prepainting Meeting:
 - 1. A prepainting meeting shall be held immediately following the project preconstruction conference. The prepainting meeting is to be held prior to any material and equipment that requires painting is delivered to the site.
 - 2. CONTRACTOR, the paint subcontractor, and the paint manufacturer's representative shall be present to review the specifications and project scope.
 - 3. The paint manufacturer's representative shall review progress at the site as requested by ENGINEER. These are generally expected to be prior to monthly progress meetings.

1.05 FIELD QUALITY CONTROL

- A. Furnish testing apparatus as applicable for observing surface preparation, testing atmospheric conditions and testing coatings, prior to beginning surface preparation. Provide the following apparatus:
 - 1. One set of U.S. Department of Commerce thickness calibration plates, certified by the National Bureau of Standards, to test dry film thickness.
 - 2. One wet-film thickness gauge.
 - 3. One dry-film thickness gauge, Mikrotest III, 0-40 mils with calibration standard approved by the Bureau of Standards.
 - 4. One Bacharach Sling Psychrometer, Model 12-7011.
 - 5. Tinker and Razor Model M-1 Holiday Detector and recommended wetting agent.
 - 6. One set of SSPC-VIS 1-89 Visual Standards for Abrasive Blast Cleaned Steel.
- B. Provide access via scaffolding or staging for inspection.
- C. Entire surface of coated submerged concrete shall be tested with holiday detector. Mark and repair all pinholes, then retest until no pinholes are found.
- D. CONTRACTOR shall provide documentation to ENGINEER of conditions before and during painting operations for each area and each day's work. Documented conditions shall include the following at a minimum: date, area of work, system used, preparation methods, environmental conditions, quantity and thickness of coating placed, noted conditions, and nonconforming items. ENGINEER can provide sample report form if CONTRACTOR does not have their own.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Materials shall be delivered to the site in original containers with labels intact and seals unbroken.

- B. Drop cloths shall be used in all areas where painting is done to fully protect other surfaces.
- C. Oily rags and waste must be removed from the building each night or kept in an appropriate metal container.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. CONTRACTOR shall dry-heat, dehumidify, and ventilate to obtain painting conditions recommended by the paint manufacturer during surface preparation, application, and cure.
- B. Relative humidity conditions as specified by the paint manufacturer's data sheet shall be adhered to. This includes times in which supplemental heat is used. Supplemental heat shall be indirect-fired hot air furnaces or electric heat. Open-flame heaters shall not be used.
- C. No unprotected, unheated exterior painting shall be undertaken when damp weather appears probable, nor when the temperature of the substrate is below 55°F, unless approval in writing is received from the paint manufacturer.

1.08 COLOR SELECTIONS

- A. Provide color charts for all coatings being used on the project. After initial selection of colors by OWNER, provide draw down samples of selected colors for OWNER's final approval. For stained wood, provide specified wood species sample with selected color for final approval.
- B. CONTRACTOR shall provide a summary sheet at the completion of the project listing the finish paint products used and the manufacturer's color identification for each item painted. This summary sheet should be submitted to ENGINEER and OWNER for review.

PART 2-PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. All materials required for painting shall be types and quality as manufactured by Tnemec Company, Inc., Sherwin Williams Company, Carboline, PPG Protective and Marine Coatings, or equal, unless noted otherwise in the schedule.
- B. Where thinning is necessary, only the products of the manufacturer furnishing the paint will be allowed. All such thinning shall be done strictly in accordance with the manufacturer's instructions.
- C. Paint and paint products of Tnemec Company and Sherwin Williams, listed in the following specifications, are set up as standard of quality. Carboline and PPG Protective and Marine Coatings have preapproved equivalent products that shall be used. Other manufacturer's products will be considered as a substitution if CONTRACTOR and paint manufacturer certify that the products offered are recommended for the service intended, are compatible with the shop primers used, are equal in solids content and composition, and are of the same type. Submittal shall include the following performance data as certified by a qualified testing laboratory. ASTM Specifications shall be the latest revision:
 - 1. Abrasion-ASTM D4060, CS-17 Wheel, 1,000 grams load.
 - 2. Adhesion-ASTM D4541.
 - 3. Hardness-ASTM D3363.
 - 4. Humidity-ASTM D2247 and D4585.

5. Salt (Fog) Spray–ASTM B117.

PART 3–EXECUTION

3.01 SURFACE PREPARATION

A. General:

1. All surfaces to be painted shall be prepared as specified herein and by the manufacturer's published data sheet and label directions. The objective shall be to obtain a uniform, clean, and dry surface.
2. No field painting shall be done before the prepared surfaces are observed by ENGINEER. Surfaces painted without such observation shall be abrasive-blast-cleaned and repainted.
3. Prior to field-blasting, a sample of the blast abrasive shall be provided to ENGINEER for pH testing. Additional samples of subsequent deliveries or batches of blast abrasive shall be provided to ENGINEER for pH testing.
4. For on-site abrasive-blasting, low-dust, low-silica content material shall be used. Coal slag abrasive shall be used on pipe and ferrous materials. Staurolite abrasive shall be used on concrete and concrete block.
5. Quality of surface preparations listed below are considered a minimum. If paint manufacturer requires a better preparation for a particular application, it shall be considered a requirement of this specification.
6. All concrete surfaces shall be tested for moisture in accordance with ASTM D4263 and, if necessary, F1869. Surfaces shall also be verified that the pH of the cleaned concrete surface to be coated is within the range of 8 to 11.

B. Ferrous Metal:

1. All ferrous metal to be primed in the shop shall have all rust, dust, and mill scale, as well as all other foreign substances, removed by abrasive blasting. Cleaned metal shall be primed or pretreated immediately after cleaning to prevent new rusting.
2. All ferrous metals not primed in the shop shall be abrasive-blasted in the field prior to application of the primer, pretreatment, or paint.
3. Abrasive blasting of metals in the shop shall be in accordance with SSPC-SP 10 Near White Blast Cleaning. Abrasive blasting of metals in the field for immersion service shall be in accordance with SSPC-SP 10 Near White Blast Cleaning. Abrasive blasting of metals in the field for nonimmersion service shall be in accordance with SSPC-SP6 Commercial Blast Cleaning.
4. Solvent cleaning in accordance with SSPC-SP1 shall precede all abrasive-blasting operations.
5. Ductile iron pipe shall be prepared by abrasive blasting per National Association of Pipe Fabricators NAPF 500-03-04 Abrasive Blast Cleaning.
6. Prior to finish coating, all primed areas that are damaged shall be cleaned and spot-primed.

C. Concrete:

1. All concrete surfaces, including precast concrete to be painted, shall be cleaned of all form oil, curing compound, and other foreign matter. Concrete floors containing oil and grease residues shall be cleaned with detergent to remove all residues.
2. All new concrete and precast concrete walls, floors, and ceilings shall be abrasive-blast cleaned in accordance with SSPC-SP13/NACE No. 6 in order to prepare the surfaces for adherence of the painting systems as specified. Abrasive blasting of concrete shall result in a surface profile in accordance with ICRI No. 03732 at CSP-3 to CSP-5.

3. Bug holes, pits, voids, and cracks shall be filled as specified in Section 03 30 00—Cast-In-Place Concrete without placing a friable sand-cement surface overall. The dried surface shall be stoned down.
 4. Paint manufacturer shall observe and approve the surface preparation method and the prepared surface prior to painting.
 5. After cleaning, the surface shall be washed and all dust, sand, and loose particles shall be removed by vacuuming. If CONTRACTOR elects to blow the surfaces off with air, it shall be oil-free air, and the methods shall conform to OSHA requirements.
- D. Galvanized: Where galvanized items are not submerged or buried, they shall be cleaned with nonhydrocarbon solvent cleaner (such as Clean N Etch, or equal) in accordance with SSPC-SP1 and shall be abrasive-blasted in accordance with SSPC-SP16 Brush-Off Blast Cleaning.
- E. Copper: Where copper piping is not submerged or buried, it shall be solvent-cleaned in accordance with SSPC-SP1 and shall be lightly sanded.
- F. PVC and CPVC: All PVC and CPVC to be painted shall be solvent-cleaned in accordance with SSPC-SP1 and shall be lightly sanded.
- G. Aluminum: Where listed in the Schedule to be painted, it shall be solvent-cleaned in accordance with SSPC-SP1 and shall be lightly sanded.

3.02 APPLICATION

- A. All materials shall be used as specified by the manufacturer's published data sheets and label directions.
- B. No paint shall be applied on a wet or damp surface and in no case until the preceding coat is dry and hard. Each coat shall be allowed to dry in accordance with manufacturer's data sheets before the next coat is applied.
- C. Drying time shall be construed to mean "under normal conditions." Where conditions are other than normal because of the weather or because painting must be done in confined spaces, other drying times will be necessary.
- D. Additional coats of paint shall not be applied, nor shall units be returned to service until paints are thoroughly dry and cured.
- E. Steel that will be inaccessible in the completed work shall receive the final coat before enclosure.
- F. Paint shall be applied to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable. Tops and bottoms of walls and areas that are "cut-in" by brush prior to rolling shall have a uniform appearance in comparison with adjoining surfaces.
- G. Concrete block walls shall be back-rolled to achieve a pinhole-free surface coat.
- H. Walls and ceiling surfaces shall receive a minimum of one coat of paint before surface-mounted items such as conduits, boxes, piping, etc., are installed on these surfaces.

- I. Crevices and other hard-to-apply areas shall be back-rolled/back-brushed in conjunction with application of the first field coat of primer or intermediate coat. This includes, but is not limited to, between pipe flanges, pipe flange/pipe barrel joints, equipment fittings, and other narrow openings.
- J. No paint shall be applied to new or existing surfaces until joints have been caulked according to Section 07 90 00–Caulking and Sealants requirements, except at moving joints which shall be finish-painted before caulking or caulking shall be protected during painting.
- K. For PVC and CPVC piping, unions and valves shall not be painted.

3.03 FIELD QUALITY CONTROL

- A. Examination of work on the site by the manufacturer's representative shall be performed when requested by ENGINEER.

3.04 CLEANING

- A. All stains and marks shall be removed from other surfaces upon completion of the work.

3.05 SCHEDULE

- A. General:
 - 1. At the completion of the project, all painted surfaces which have been damaged shall be repainted or touched-up.
 - 2. See Finish Schedule on the drawings for an additional reference for areas to be painted.
 - 3. The painter shall use some discretion in what should and should not be painted. Do not paint over labels and other information, bronze, machined surfaces, moving parts where painting may impair movement, hot surfaces which may peel, etc. If in doubt whether a part should be painted, ask ENGINEER.
 - 4. Products listed first are Tnemec and second are Sherwin Williams.

- B. New Work:
 - 1. All new work done by all trades shall be painted by CONTRACTOR in accordance with the following schedule and in accordance with paint manufacturer's recommendation. It is the intent of these specifications that all non-galvanized ferrous metal items scheduled for painting be shop-primed. If items are not shop-coated, surfaces shall be prepared and painted in the field as specified. If any items of new construction are not listed, CONTRACTOR shall request paint system from ENGINEER, and the items shall be painted as part of this Contract without additional cost.
 - 2. Interior concrete block walls: One filler coat of Epoxoblock WB 1254, Kem Cati-Coat HS, and two coats Series N69 Hi-Build Epoxoline II, Macropoxy 646.

Note: Paint shall be roller- or brush-applied to concrete sound-absorptive block.

- 3. Interior concrete walls above elevation 624.00:
 - a. One filler coat (1/16-inch minimum thickness) Mortarclad 218, Duraplate 2300.
 - b. Two coats of Series N69 Hi-Build Epoxoline II, Macropoxy 646.

Note: Interior face of concrete tank walls and floors channels and pipe trenches are not to be painted.

4. All exposed concrete ceilings (ceilings of water-containing tanks are not considered exposed): Two coats of Series N69 Hi-Build Epoxoline, Macropoxy 646.
5. Cast or ductile iron; not submerged or buried (including pipes to be insulated):
 - a. One shop coat of N69-1255 Hi-Build Epoxoline, Macropoxy 646 Beige as primer;
 - b. Touch-up prime coat prior to finish coating; and apply either:
 - (1) Two coats of N69 Hi-Build Epoxoline II, Macropoxy 646 for interior surfaces, or
 - (2) One coat of N69 Hi-Build Epoxoline II, Macropoxy 646, and one coat of 1074 Endura-Shield, Acrolon 218HS for exterior surfaces.
6. Cast or ductile iron, tar coated; buried: Not painted.
7. Cast or ductile iron, submerged:
 - a. One shop coat Series 1 Omnithane (20HS or N69-1255 Epoxoline), Dura-Plate 235 Beige as primer.
 - b. Touch-up prime coat prior to finish coating and one stripe coat on all edges of N69 Epoxoline, Dura-Plate 235.
 - c. Two coats of Series N69-Hi-Build Epoxoline II, (one coat) Sher-Glass FF.
8. Steel, machinery, and equipment; not submerged (including pipes to be insulated):
 - a. One shop coat of N69-1255 Hi-Build Epoxoline, Macropoxy 646 Beige as primer.
 - b. Touch-up primer prior to finish coat, and either:
 - (1) Two coats of N69 Hi-Build Epoxoline II, Macropoxy 646 for interior surfaces; or
 - (2) One coat of N69 Hi-Build Epoxoline II, Macropoxy 646; and one coat of 1074 Endura-Shield, Acrolon 218HS for exterior surfaces.

FIRST FIELD COAT SHALL BE APPLIED PRIOR TO INSTALLATION TO SURFACES INACCESSIBLE AFTER INSTALLATION INCLUDING BACK SIDES OF DOOR FRAMES. SEE DIVISION 08 FOR FACTORY-APPLIED DOOR PRIMERS.

9. Motors, gear drives, and doors delivered with nonepoxy primers:
 - a. Degrease per SSPC-SP1.
 - b. Lightly hand-sand per SSPC-SP2.
 - c. Apply one coat 135-1255 Chembuild Beige, Macropoxy 646 Beige.
 - d. Apply two finish coats as follows:
 - (1) Two coats of N69 Hi-Build Epoxoline II, Macropoxy 646 for interior surfaces, or
 - (2) One coat of N69 Hi-Build Epoxoline II, Macropoxy 646, and one coat of 1074 Endura-Shield, Acrolon 218HS for exterior surfaces.
10. Steel, machinery, and equipment, submerged:
 - a. One shop coat Series 1 Omnithane (20HS or N69-1255 Epoxoline), Dura-Plate 235 Beige as primer.
 - b. Touch-up prime coat prior to finish coating, and one stripe coat on all edges of N69 Hi-Build Epoxoline, Dura-Plate 235.
 - c. Two coats of N69 Hi-Build Epoxoline, (one coat) Sher-Glass FF.
11. Galvanized (except for metal building framing), copper, brass, CPVC, and PVC; not submerged or buried:
 - a. One coat of N69-1255 Hi-Build Epoxoline II, Macropoxy 646, and either:
 - b. Two coats of N69 Hi-Build Epoxoline, Macropoxy 646 for interior surfaces, or
 - c. One coat of N69 Hi-Build Epoxoline, Macropoxy 646, and one coat of 1074 Endura-Shield, Acrolon 218HS for exterior surfaces.
12. Insulation of equipment, pipes, and ductwork:
 - a. Two coats of Series 1029 Endurotone, DTM Acrylic B66100.
 - b. Colored PVC jacketing shall not be painted.

13. Galvanized, copper, CPVC, and PVC; submerged or buried: Not painted.
14. Aluminum items:
 - a. Exposed areas of structural items such as railings and grating shall not be painted.
 - b. For structural items in contact with concrete, See Division 05.

C. Coverage:

1. Dry mil thickness shall conform to those specified. Mil test measurement shall conform to SSPC Steel Structures Painting Manual. Dry Film Thickness (DFT) shall be verified in accordance with SSPC-PA2.
2. The coatings listed will provide the mil thickness given when applied at the coverages listed. Upon the request of ENGINEER, such surfaces shall be checked by the painter with a calibrated mil thickness gauge and any deficiencies found in the film shall be remedied by additional coat(s) at the expense of CONTRACTOR.
3. On masonry, application rates will vary according to surface texture; however, in no case shall the manufacturer's stated coverage rate be exceeded. On porous surfaces, it shall be the painter's responsibility to achieve a protective and decorative pinhole-free finish either by decreasing the coverage rate or by applying additional coats of paint.
4. Coverages reflect manufacturer's recommendations using spray application techniques. Where brushing or rolling is specified or performed at the discretion of the painter, one additional coat, minimum, will be required to achieve total DFT as specified and recommended by the manufacturer.

	Sq. Ft.** Coverage	Dry Mil** Thickness Per Coat
Products		
1029 Endurotone, DTM Acrylic B66100	200	
N69 Hi-Build Epoxoline II, Macropoxy 646		
Steel or Impervious Substrate Primer Coat	---	4.0
Steel or Impervious Substrate Intermediate Coat(s)	---	5.0
Steel or Impervious Substrate Finish coat	---	5.0
135-1255 Chembuild, Macropoxy 646	335	4.0
Steel Doors	---	3.0
1074 Endura-Shield II, Acrolon 218HS	---	2.5
201 Epoxoprime, ArmorSeal 1000 HS Epoxy	250	
280 Tneme-Glaze, ArmorSeal 1000 HS Epoxy	250	
Epoxoblock WB 1254, Kem Cati-Coat HS	80	
N69 Hi-Build Epoxoline, Macropoxy 646 (Masonry and Concrete)	250	
Series1 Omnithane, DuraPlate 235 (Primer)		3.0, 5.0
N69 Hi-Build Epoxoline II (Submerged)		6.0
Sher-Glass FF (Submerged)		12.0

** Roller or brush application requires two or more coats to obtain recommended film thickness. No allowance is made here for overspray, waste in handling, mixing, or application. Final total DFT shall be equal to that specified. Paint submittals shall note where roller or brush application is proposed and the paint manufacturer's recommendations of number of coats to achieve the required thickness shall be noted.

Primer, intermediate and/or final surface colors shall be of contrasting colors to promote coverage.

- D. Pipe Colors: Colors are to be selected by OWNER, with the following piping colors used where applicable. Pipe color shall be in accordance with the requirements of the Ten States Standards.

Pipe Type	WASTEWATER PIPING COLORS
	10 States Standards
Natural gas	Red
Potable water	Blue
Sewage (wastewater)	Gray
Plumbing drains and vents	Black
Nonpotable water	Purple
Raw Water	-
Electrical Conduit	-

Section 653.120 Piping Identification:

- 1) Piping in a water treatment facility shall be identified clearly by legends and color coding as described in the Standards or American National Standards Institute (ANSI) Standard A-13.1. A consistent standard shall be used throughout the system.
 - 2) Potable water lines shall be clearly and permanently identified where dual water lines or pressure sewer systems exist.
- E. Shop Finish Painting: The following items shall have factory-applied finishes and will not require field painting. CONTRACTOR shall field touch-up any damaged areas with factory-provided touch-up coating.
1. Overhead coiling doors.
 2. Hoists, trolleys, and cranes.
 3. Factory-finished HVAC equipment. Rooftop units are to be field-painted.
 4. Submersible pumps.
 5. Propeller submersible pumps.
 6. Screening equipment.
 7. Screenings wash press.
 8. Compressed air systems (air compressors, after coolers and refrigerant dryer).
 9. Motor control centers.
 10. Supervisory control centers.
 11. Switchgear.
 12. 5 kV standby power system.
 13. Sump pumps.

END OF SECTION

SECTION 10 00 20

MISCELLANEOUS SPECIALTIES

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included: Lockout/tagout centers.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

PART 2–PRODUCTS

2.01 LOCKOUT/TAGOUT CENTERS

- A. CONTRACTOR shall provide one lockout/tagout kit. Kit shall be located at MCC-8615. Kit shall include one carrying case, five colored padlocks, five safety locks, and five lockout tags.
- B. Lockout/tagout kits shall be Seton Model No. 42469.

PART 3–EXECUTION

3.01 INSTALLATION

- A. Install accessories in accordance with manufacturer's instructions.

END OF SECTION

SECTION 10 14 00
PLASTIC AND METAL SIGNS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: Bronze plaque, room signs, site signs, fire wall signs, and caution signs.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 SUBMITTALS

- A. Submit under provisions of Section 01 33 00—Submittals.
- B. Shop Drawings: Indicate sign styles, lettering font, foreground and background colors, locations, and overall dimensions of each sign.

PART 2—PRODUCTS

2.01 BRONZE PLAQUE

- A. Bronze plaque shall be 20 inches wide by 24 inches high.
- B. Raised surfaces and borders shall be satin-polished natural color. Background shall be brown-colored contrast. Plaque edges shall be single-edge bevel.
- C. Lettering shall be Helvetica Medium with a maximum number of 360 characters.
- D. Plaque will have name of project, list of officials, ENGINEER, CONTRACTOR, etc. Actual wording, layout, and final location will be determined by ENGINEER.
- E. Mount plaque by concealed fastening, using studs on back, set in cement.
- F. Plaque shall be equal to those manufactured by Metal Arts, Mandan, North Dakota; A.R.K. Ramos Signage Systems, Oklahoma City, Oklahoma, or equal.

2.02 ROOM SIGNS

- A. Provide room signs, W.H. Brady Co., B-909, or equal. OWNER shall select color.
- B. Sign shall also incorporate handicap-accessible symbol.

2.03 SITE SIGNS

- A. Provide site signs as shown on the drawings. Signs shall be reflective sheeting on 0.070-inch aluminum, W.H. Brady Co., B-959, or equal. Signs shall be mounted on steel U-channel posts, W.H. Brady Co., 97205, or equal.

2.04 FIRE WALL SIGNS

- A. Marking and identification of all fire walls, fire barriers, fire partitions, smoke barriers, and smoke partitions or any other wall required to have protected openings shall be effectively and permanently identified with signs or stenciling and shall meet the three following requirements:
 - 1. Shall be located in accessible concealed floor, floor-ceiling, or attic spaces.
 - 2. Shall be repeated at intervals not exceeding 30 feet measured horizontally along the wall or partition. Shall be located within 15 feet of the end of each wall and at intervals not exceeding 30 feet measured horizontally along the wall or partition.
 - 3. Shall include lettering not less than 1/2 inch in height, incorporating the suggested wording: "FIRE AND/OR SMOKE BARRIER-PROTECT ALL OPENINGS" or other wording. Shall include lettering not less than 3 inches in height with a minimum 3/8-inch stroke in a contrasting color incorporating the suggested wording: "FIRE AND/OR SMOKE BARRIER-PROTECT ALL OPENINGS" or other wording.
- B. Sign shall indicate fire rating of wall or partition. Refer to code review drawing, included in drawing set, for fire rated partition locations and rating. See schedule below.

2.05 CAUTION SIGNS

- A. CONTRACTOR shall provide caution signs complying with OSHA requirements. Wording on signs shall be as shown on the drawings
- B. Signs shall be fiberglass, Brady Systems, or equal, minimum size 7 inches by 10 inches. Colors shall be red and black on white.
- C. Provide signs where indicated on drawings.

2.06 NON-POTABLE WATER HYDRANT SIGNS

- A. Non-potable Water Signs: Place non-potable water signs permanently mounted at every hose bib, hydrant, or faucet on the non-potable water system. Sign shall include as a minimum the wording "NOTICE, NON-POTABLE WATER, NOT FOR DRINKING OR COOKING USE." Signs shall be Brady Safety sign, or equal, minimum size 6 inches by 10 inches, constructed of fiberglass. Mount signs on building wall or structures with stainless steel screws or fasteners. At yard hydrant, provide post-mounted signs on steel U-channel posts.
- B. Provide signs where indicated on drawings.

PART 3-EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install signs after surfaces are finished in locations as shown on the drawings.

3.02 SCHEDULES

- A. Provide one bronze plaque mounted where indicated by OWNER.
- B. Provide CAUTION signs affixed to floor doors above wet wells and screening channels.
Provide six total.

END OF SECTION

SECTION 10 28 00
TOILET AND BATH ACCESSORIES

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included:
 - 1. Toilet, bath, shower, and washroom accessories.
 - 2. Grab bars.
 - 3. Attachment hardware.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. ANSI A117.1–Safety Standards for the Handicapped.
- B. ASTM A123–Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
- C. ASTM A269–Seamless and Welded Austenitic Stainless Steel Tubing for General Service.
- D. ASTM A1008–Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable.
- E. ASTM B456–Electro-deposited Coatings of Copper Plus Nickel Plus Chromium and Nickel Plus Chromium.

1.03 REGULATORY REQUIREMENTS

- A. Conform to ANSI A117.1 and Federal ADA-AG code and the 2018 International Building Code for access for the handicapped.

PART 2–PRODUCTS

2.01 TOILET TISSUE DISPENSERS

- A. Multiroll dispensers shall be surface-mounted. Bobrick B-288, Bradley 5402, or equal. Provide total of one.
- B. Unit shall be Type 304 stainless steel with satin finish.

2.02 HOOKS

- A. Heavy-duty hooks shall be Bobrick B-2116, Bradley Model 911, or equal. Provide total of one.

- B. Hook and flange shall be brass castings with satin nickel-plated finish.

2.03 SOAP DISPENSER

- A. Surface-mounted liquid soap dispensers shall be Bobrick B-86, Bradley 657, or equal. Provide total of one.
- B. Unit shall be chrome-plated brass with plastic container.
- C. Install one above each toilet room sink and one at general purpose room sink.

2.04 TOWEL DISPENSERS

- A. Surface-mounted, 400 single-fold towel dispensers shall be Bobrick B-263, Bradley 251-15, or equal. Provide total of one.
- B. Unit shall be Type 304 stainless steel with satin finish.
- C. Locate near toilet room sink.

2.05 WASTE RECEPTACLE

- A. Waste receptacles shall be swing-type, free-standing Bobrick B-2250, Bradley 377, or equal. Provide total of one.
- B. Units shall be stainless steel with satin finish.

2.06 MIRRORS

- A. Mirrors shall be shelfless mirrors with frames, 24 inches by 36 inches high. Bobrick B-290-2436, Bradley Model 780, or equal. Provide total of one.
- B. Mirrors shall have heavy gauge 304 stainless steel frame with satin finish and No. 1 quality, 1/4-inch float plate-glass mirror.

2.07 GRAB BARS

- A. Provide stainless steel, peen grip with satin finish, 1 1/4-inch-diameter grab bars. Bars shall be concealed mounted-type, Bobrick B-550.99X18, B-550.99X36 and B-550.99X42; Bradley 832-00118, 832-00136 and 832-00142, or equal.
- B. Provide stainless steel, peen grip with satin finish 1 1/4-inch-diameter grab bar. Bar shall be concealed mounted-type, Bobrick B-58616, Bradley 832-059, or equal.
- C. See drawings for configuration of grab bars.

2.08 UNDERSINK PROTECTIVE PIPE COVERS

- A. ADA-conforming, wheelchair-accessible lavatory P-trap and angle valve assemblies shall be covered with molded, antimicrobial undersink protective pipe covers, TRUE BRO, INC. LAV GUARD 2 No. 103 E-Z and No. 402 with 105 E-Z accessory, 1-800-340-5969, or equal.

- B. Cover shall be secured with reusable fasteners and access covers.
- C. Coordinate protective pipe covers for tailpiece and extensions to fit lavatories.
- D. Standard color to be selected by OWNER.

2.09 KEYING

- A. Supply two keys for each accessory to OWNER.
- B. Key all accessories alike.

PART 3-EXECUTION

3.01 INSTALLATIONS

- A. Install accessories in accordance with manufacturers' instructions, ANSI A117.1, Federal ADA-AG, and the 2018 International Building Code.
- B. Install plumb and level securely and rigidly anchored to substrate.

END OF SECTION

SECTION 10 43 16

FIRST AID KIT

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included: First aid kit.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

PART 2–PRODUCTS

2.01 MANUFACTURER

- A. First aid kit shall be SmartCompliance First Aid Cabinet Model No. 90580 wall-mounted (50-person 202-item kit). First aid only Model No. 225AN (50 person 196-item kit)., or equal.

PART 3–EXECUTION

3.01 INSTALLATION

- A. First aid kit shall be wall-mounted.
- B. Mount in the screening room where requested by OWNER.

END OF SECTION

SECTION 10 71 19

REMOVABLE ALUMINUM FLOOD BARRIERS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: Removable aluminum flood barriers.
 - 1. Product engineering and fabrication techniques, shop drawings, structural calculations, and Professional Engineering Stamps State of Iowa in accordance with the FEMA design manual requirements for Non-Residential Flood proofing and the 2012 International Building Code.
 - 2. Factory fabrication and installation of aluminum flood barriers as shown on drawings.
 - 3. Finish of flood barrier assembly.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. FEMA Technical Bulletin 3-93 Non-Residential Flood proofing.
- B. FEMA Flood Proofing Non-Residential Structures #102.
- C. FEMA Design Manual for Retrofitting Flood-Prone Residential Structures #114.
- D. American Architectural Manufacturers Association (AAMA) 501, 603.8, 605.2, 607.1.
- E. NFIP Title 44 US Code of Federal Regulations, Section 60.3.
- F. FIRM (Flood Insurance Rate Map).
- G. ASCE 24-98, ASCE/SEI 24-05.

1.03 QUALITY ASSURANCE

- A. Provide for a flood barrier and application that is structurally sound, impact resistant, and conforming to applicable performance requirements described herein.
- B. Except as otherwise indicated, requirements for aluminum flood barriers, terminology, tolerances, standards of performance, and workmanship are those specified in NFIP Section 60.3.
- C. All barrier heights shall be finished to the elevations shown on the drawings.
- D. Provide Flood Proofing Certificate for compliance and approval.

1.04 REGULATORY REQUIREMENTS

- A. Design Criteria: Assembly shall conform to the requirements A to AE Zones as set forth by the NFIP.
- B. Performance:
 - 1. Hydrostatic Pressure Resistance: Flood barriers shall conform to the criteria for resisting lateral forces due to hydrostatic pressure from freestanding water as set forth by FEMA Technical Bulletin 3-93.
 - 2. Hydrodynamic Force Resistance: Flood barriers shall conform to the criteria for resisting lateral forces due to moving flood waters at a minimum velocity of 8 feet per second, unless otherwise noted, as set forth by FEMA Technical Bulletin 3-93.
 - 3. Debris Impact Force Resistance: Flood barriers shall conform to the criteria for resisting a 1,000-pound object at minimum velocity of 8 feet per second unless otherwise noted, as prescribed by FEMA Technical Bulletin 3-93.

1.05 SUBMITTALS

- A. Comply with pertinent provisions of Section 01 33 00–Submittals.
- B. Shop Drawings: Submit scaled shop drawings including all conditions of construction, location diagrams including identification of and spacing of anchorage, framing members, joinery, and sealant details.
- C. Structural Calculations: Provide structural calculations by a professional engineer, licensed in the State of Iowa, demonstrating structural compatibility with project requirements.
- D. Warranties:
 - 1. Provide manufacturer's warranty in accordance with the Contract Documents.
 - 2. Provide installation warranty in accordance with the Contract Documents.

1.06 WARRANTY

- A. Stating that flood barriers for above project will be free from defects and workmanship for a period of five years from the earlier of either the date established for partial utilization in accordance with GC15.03 and 15.04, as modified in the Supplementary Conditions, or Substantial Completion of the project.

PART 2–PRODUCTS

2.01 MATERIALS

- A. Acceptable Flood Barrier Product: Super Flood Log™ by Architecture Metals Ltd. Co., Juniper, Florida, STE-100 Stackable Flood Barrier by Sak Enterprises, Inc., Bradenton, Florida, or equal. Specification is written based on Super Flood Log product.
- B. Aluminum:
 - 1. Extruded aluminum structural frame members, support angles and mullions shall be 3063-T6 alloy and temper and not be less than 0.125-inch wall thickness.
 - 2. Aluminum sheet skin shall be 3003-H16 alloy and temper and not less than 0.125-inch wall thickness on exterior sheet and not less than 0.024-inch on interior sheet.

3. Extruded aluminum brace plates shall be 6063-T6 alloy and temper and not be less than 0.125-inch wall thickness.
 4. Finishes on all components shall be mill finish.
- C. Gaskets: All gaskets shall be a dense 20 durometer rubber, not neoprene.
- D. Fasteners: All anchor bolts to be 304 series stainless steel.
- E. Sealants: Use only sealants that are compatible with all substrates and field-applied in accordance with the manufacturer's recommendations.

2.02 FABRICATION

- A. Dimensions and elevations shall be field-verified by CONTRACTOR prior to fabrication.
- B. Fabricate flood barriers to comply with requirements indicated for design, dimensions, materials joinery, and performance. Assemble flood barriers at manufacturer's factory where feasible. Assemble in the largest possible sections according to job site conditions and clearly mark units for reassembly.
- C. Fabricate frames to fit openings of size indicated with allowances made for fabrication and installation tolerances of barriers, adjoining construction, and perimeter rubber gasket joints.
- D. Supports, anchorages, and accompanying accessories required to complete assembly shall be supplied by CONTRACTOR.

2.03 REMOVABLE ALUMINUM FLOOD BARRIERS

- A. Removable flood barriers and frames shall be designed to restrain the force of water and debris by means of structural tubular and cladding members in a compression set against a smooth substrate utilizing rubber gasket seals in either an inset or face mounted application.
- B. Flood barriers shall be specifically engineered and designed to meet a minimum safety factor based on yield strength to provide for an effective seal against site specific and specified flood forces.
- C. Attachment anchors shall be permanent drop-in threaded type, to accommodate repeatable put up and take down as required for mitigation.
- D. OWNER shall provide for onsite storage of removable flood barrier system for quick access.

PART 3-EXECUTION

3.01 INSTALLATION

- A. CONTRACTOR shall see to it that all surfaces to receive flood barriers shall be "paper smooth," plumb, true, and level before installation can begin. Grind and patch concrete surfaces as required.
- B. After verification of field conditions and properly prepared openings, install flood barriers in strict accordance with approved submittal drawings.

- C. Attach only to smooth surfaces providing for proper and compatible infill for gaps in substrate.
- D. Existing slabs and walls adjacent to openings where flood barriers are to be installed shall be given a waterproof sealer surface treatment prior to installation of flood barriers by CONTRACTOR.
- E. Protect all dissimilar metals with a heavy coat of zinc chromate or bituminous paint.
- F. Install true and plumb without warping or racking.
- G. Apply appropriate sealants where indicated on shop drawings and in accordance with manufacturer's recommendations.
- H. Flood shield installer shall install barriers one at a time, for fitting and anchoring. Installer shall uninstall and CONTRACTOR shall then move barriers to storage location designated by OWNER.

3.02 CLEANING, PROTECTION, AND STORAGE

- A. Clean all exposed surfaces and remove all labels from barriers.
- B. CONTRACTOR shall move all flood barriers to location as designated, and shall store in such a manner as to protect the sealing gaskets from any damage.

END OF SECTION

SECTION 12 48 43

FLOOR MATS

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included: Carpeted walk-off mats and equipment mats.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

PART 2–PRODUCTS

2.01 WALK-OFF MATS

- A. Walk-off mats shall be 3 feet wide cut nylon carpet pile permanently bonded to rubber backing.
- B. Mats shall be of a thickness that does not impede door swing.
- C. Acceptable manufacturers include the following, or equal: Wilen Company of Georgia.
- D. Color and length of segments shall be as requested by ENGINEER.

2.02 DIAMOND-PLATE EQUIPMENT MATS

- A. Equipment mats shall be diamond-plate, high-performance, nonconductive, equipment matting. Matting shall conform to ANSI/ASTM D-178-01, Type II, Class 2.
- B. Acceptable manufacturers shall include the following, or equal: Wearwell Carpet, No. 701. Mats shall be 3 feet wide and extend the full length of the equipment.

PART 3–EXECUTION

3.01 INSTALLATION

- A. Install mats after cleaning of finish flooring.
- B. Provide mats for all motor control centers, switchboards, and any other free-standing or pad-mounted electrical equipment.

END OF SECTION

SECTION 20 05 53

IDENTIFICATION FOR PLUMBING AND HVAC PIPING AND EQUIPMENT

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included: Perform all work required to furnish and install equipment, pipe, and wire identification with supplementary items necessary for proper installation as specified herein or shown on the Drawings. CONTRACTOR shall identify including, but not limited to, all equipment, piping, ductwork, dampers, pumps, and wires.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of Section 01 33 00–Submittals.

1.03 REFERENCES

- A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.
- B. All material, installation, and workmanship shall comply with the applicable requirements and standards addressed within the following references.
 - 1. ASME A13.1–Scheme for the Identification of Piping Systems.
 - 2. 2018 International Plumbing Code.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging with labels clearly identifying product name and manufacturer until ready for installation.
- B. Storage: Store materials in clean, dry area indoors until ready for installation.
- C. Handling: Protect materials and finish from damage during handling and installation.

PART 2–PRODUCTS

2.01 MANUFACTURERS

- A. Equipment tags and pipe markers shall be manufactured by Marking Services, Incorporated, Seton Name Plate Company, WH Brady Company, or Graphic Products, Inc.

2.02 EQUIPMENT TAGS

- A. Plastic Labels for Equipment (Indoor Application):
 - 1. Use: All equipment purchased by CONTRACTOR or OWNER and CONTRACTOR installed included in Divisions 21, 22, or 23.

2. Materials and Thickness: Multilayer, multicolor, plastic labels for mechanical engraving, 1/16 inch thick.
 3. Character Color: Black.
 4. Background Color: White.
 5. Minimum Label Size: Length and width vary for required label content, but not less than 1 inch by 3 inches.
 6. Minimum Letter Size: 1/4 inch.
 7. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.
- B. Plastic Labels for Equipment (Outdoor Application):
1. Use: All equipment purchased by CONTRACTOR or OWNER and CONTRACTOR installed included in Divisions 21, 22, or 23.
 2. Material: MS-215 Max-Tek with printed graphics protected by a chemical and UV resistant MS-3000 top laminate.
 3. Letter Color: Black.
 4. Background Color: White.
 5. Minimum Label Size: Length and width vary for required label content, but not less than 1 inch by 3 inches.
 6. Minimum Letter Size: 1/4 inch.
 7. Adhesive: Contact-type permanent adhesive, compatible with label and with substrate.

2.03 LABELING TAGS

A. Labeling Tags:

Use: Field-mounted devices (Limit switches, Natural gas pressure regulators, etc.).

Size: 1-inch by 3-inch.

Material: 1/32-inch-thick stainless steel.

Character Size: 1/4 inch.

Engraving: As requested by ENGINEER.

2.04 WIRE MARKERS

- A. Wire markers shall be permanently attached wraparound adhesive, sleeve- or heat-shrink-type labels. Wire numbering preprinted on the conductor, flag-type labels, and individual wraparound numbers (such as Brady preprinted markers) are not acceptable.
- B. Wire markers shall be specifically printed for this project using a wire marker printer. Handwritten markers are not acceptable.

2.05 PIPE MARKERS

- A. Manufacturers: Marking Systems, Inc., Seton Name Plate Company, W.H. Brady Company, or equal.
- B. Pipe markers shall conform to ANSI A13.1. Arrow markers must have same ANSI background colors as their companion pipe markers or be incorporated into the pipe identification marker.
- C. Plastic Pipe Markers: Factory-fabricated, flexible, semirigid plastic, preformed to fit around pipe or pipe covering; minimum information indicating flow direction arrow and identification of fluid being conveyed.

- D. Pipe markers and arrow markers also shall be provided for all piping systems.
- E. Use Seton Setmark type SNA or Brady Snap-on type identification for all piping systems, up through 6 inches. For piping systems larger than 6 inches, use Seton or Brady strap-on markers, or similar, by Marking Services, Inc. Self-adhesive labels that stick directly to the pipe or insulation jacketing are not acceptable. Provide lettering in accordance with the following table.

PIPE MARK SIZE CHART

Outside Pipe Diameter (Including Covering)	Minimum Length of Label Field Color (Inch)	Minimum Height of Letters (Inch)
3/4 inch to 1 1/4 inch	8	1/2
1 1/2 inch to 2 inch	8	3/4
2 1/2 inch to 6 inch	12	1 1/4
8 inch to 10 inch	24	2 1/2
Over 10 inch	32	3 1/2

PART 3—EXECUTION

3.01 INSTALLATION

- A. Installation shall meet or exceed all applicable federal, state, and local requirements and referenced standards and conform to code and ordinances of authorities having jurisdiction.
- B. Degrease and clean surfaces to receive nameplates.
- C. Install nameplates parallel to equipment lines.
- D. Affix nameplates with stainless steel screws or sticky-back adhesive.
- E. Affix labeling tags with permanent bonding cement or locking wire ties. Provide 3/8-inch hole to accommodate wire tie.
- F. Prepare and install neatly typed directions in all panels, including existing panels, where work is done under this Contract.

3.02 WIRE IDENTIFICATION

- A. Provide wire markers on each conductor in panelboard gutters, pull boxes, control panels, thermostats, junction boxes, and at load connection. Identify with branch circuit or feeder number for power circuits and with control wire number as indicated on schematic and interconnection diagrams for control wiring. Wire markers shall be permanently attached wraparound adhesive or heat-shrink-type markers. Wire numbering preprinted on the conductor, individual wraparound numbers, and flag-type labels are not acceptable.
- B. Conductors in pull boxes, motor control centers, control panels, cabinets, and panelboards shall be grouped as to circuits and arranged in a neat manner. All conductors of a feeder or branch circuit shall be grouped, bound together with nylon ties, and identified. Phase identification shall be consistent throughout the system.

3.03 PIPE MARKERS

- A. Install pipe markers in accordance with manufacturer's instructions.
- B. Install in clear view and align with axis of piping.
- C. All pipes shall be labeled with a minimum of two labels in each room, crawl space, or compartment. Locate identification at maximum 20-foot centers on straight runs, including risers and drops adjacent to each valve and tee, at each side of penetration of structure or enclosure, and at each obstruction. Labels shall be abbreviated as noted under fluid abbreviations on drawings.
- D. Labels shall identify fluid being conveyed and include flow direction arrow. Provide a double-ended arrow marker when flow can be in either or both directions.
- E. Indicate delivered water temperature on domestic hot water supply lines.
- F. CONTRACTOR shall include a schedule in its submittal identifying the various pipe designations, abbreviations, and labeling scheme. Colors, text, and piping abbreviations are to be selected by OWNER, with the following piping marker scheme used where applicable.

Pipe Contents	Label Colors (Background/Text)
Water Lines	
Non-potable water (NPW, HPHW)	Green/White
Potable water (DCW, DHW)	Green/White
Other Lines	
Natural gas	Brown/White
Plumbing drains and vents (SAN, ST, and V)	Green/White

END OF SECTION

SECTION 22 05 00

COMMON WORK RESULTS FOR PLUMBING

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included: This section includes information common to two or more technical plumbing specification sections or items that are of a general nature, not conveniently fitting into other technical sections.
- B. Related Sections and Divisions: Applicable provisions of Division 01 govern work under this section.

1.02 SUBMITTALS

- A. See Section 01 33 00–Submittals for shop drawing submittal procedures.

PART 2–PRODUCTS

2.01 ACCESS PANELS AND DOORS

- A. Masonry Walls, Gypsum Board And Plaster Walls And Ceilings: 16-gauge frame with not less than a 20-gauge hinged door panel, prime coated steel for general applications, stainless steel for use in toilets, showers, and similar wet areas, concealed hinges, screwdriver operated cam latch for general applications, key lock for use in public or secured areas, UL listed for use in fire rated partitions if required by the application. Use the largest size access opening possible, consistent with the space and the item needing service; minimum size is 12-inch by 12-inch.

2.02 SEALING AND FIRE STOPPING

- A. Non-Rated Penetrations:
 - 1. In exterior wall openings below grade, use a modular mechanical type seal consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the uninsulated pipe and the cored opening or a water-stop type wall sleeve. The operating bolts of the mechanical type seal shall be accessible from the interior of the building.
 - 2. At pipe penetrations of non-rated interior partitions, floors and exterior walls, use urethane caulk in annular space between pipe insulation and sleeve. For non-rated drywall, plaster or wood partitions where sleeve is not required use urethane caulk in annular space between pipe insulation and wall material

PART 3-EXECUTION

3.01 SLEEVES AND OPENINGS

- A. Pipe penetrations in new poured concrete horizontal construction requiring F and T rating: Form opening using hole form or core drill opening. Alternatively provide cast in place fire stopping devices/sleeves.
- B. Pipe penetrations in new poured concrete horizontal construction requiring F rating but no T rating: Same as pipe penetrations in new poured concrete construction requiring F and T ratings except that Schedule 40 steel sleeves may also be used.
- C. Pipe penetrations in new poured concrete horizontal construction that do not require F or T ratings: Provide Schedule 40 steel pipe sleeve, form opening using hole form or core drill opening.
- D. Pipe penetrations in existing concrete floors: Core drill openings.
- E. Pipe penetrations through existing floors located in food service areas that do not require a T rating: Core drill sleeve opening large enough to insert schedule 40 sleeve, extend sleeve 2 inches above the floor and grout area around sleeve with hydraulic setting, non-shrink grout. Size sleeve to allow insulated pipe to run through sleeve and paint the sleeve.
- F. Where penetrating pipe or conduit weight is supported by floor, provide manufactured product or structural bearing collar designed to carry load.

3.02 SEALING

- A. Non-Rated Partitions:
 - 1. In exterior wall openings below grade, assemble rubber links of mechanical seal to the proper size for the pipe and tighten in place, in accordance with manufacturer's instructions. . The bolt heads for the mechanical seal shall face the inside of the building to facilitate repair or replacement of the seal.
 - 2. At all interior partitions and exterior walls, pipe penetrations are required to be sealed. Apply sealant to both sides of the penetration in such a manner that the annular space between the pipe sleeve or cored opening and the pipe or insulation is completely blocked.
- B. Penetrations Subject to Water Intrusion. For penetrations (both rated and non-rated) in floors subject to water intrusion or in rooms housing electrical equipment (but not within walls) provide one of the following:
 - 1. Pipe penetration where steel pipe sleeve is used extend steel sleeve 2 inches above the floor.
 - 2. Pipe penetration where cast in place fire stopping device/sleeve is used, extend device/sleeve 2 inches above the floor (provided it meets the device's UL listing).
 - 3. Pipe penetration where there is no steel sleeve or cast in place fire stopping device/sleeve, provide 2-inch by 2-inch by 1/8-inch galvanized steel angles fastened to floor surrounding the penetration or group of penetrations to prevent water from getting to penetration. Provide urethane caulk between angles and floor and fasten angles to floor minimum 8 inches on center. Seal corners watertight with urethane caulk.

- C. Floors subject to water intrusion or rooms housing electrical equipment include the following locations:
1. Restrooms.
 2. Mechanical/plumbing equipment rooms.
 3. Electrical equipment rooms.

END OF SECTION

SECTION 22 05 19

GENERAL PLUMBING PIPING SPECIALTIES

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: Piping specialties for all plumbing piping systems unless noted otherwise.
- B. Related Sections and Divisions: Applicable provisions of Division 01 govern work under this section.

1.02 REFERENCES

- A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.
- B. All materials, installation and workmanship shall comply with the applicable requirements and standards addressed within this specification.

1.03 QUALITY ASSURANCE

- A. All equipment or components of this specification section shall meet or exceed the requirements and quality of the items herein specified, or as denoted on the drawings.
- B. Equipment provider shall be responsible for providing certified equipment start-up and, when noted, an in the field certified training session. New start-up shall be for the purpose of determining alignment, lubrication, voltage, and amperage readings. All proper electrical connections, discharge and suction gauge readings. A copy of the start-up report shall be made and sent to both CONTRACTOR and ENGINEER.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01 33 00—Submittals.
- B. Include data concerning dimensions, required clearances, capacities, materials of construction, ratings, weights, manufacturer's installation requirements, manufacturer's performance limitations, and appropriate identification.
- C. Submittals for motors associated with equipment specified in this section shall include data sheets from the motor manufacturer. Data sheets from the equipment manufacturer or supplier are not acceptable.
- D. Submit manufacturer's installation instructions.
- E. Submittals must be specific to this project. Generic submittals will not be accepted.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site in such a manner as to protect the materials from shipping and handling damage. Provide materials on factory provided shipping skids and lifting lugs, if required for handling.
- B. Materials that could be damaged by the elements should be packaged in such a manner that they could withstand short-term exposure to the elements during transportation.
- C. Store materials in a clean, dry place and protect from weather and construction traffic. Handle carefully to avoid damage.
- D. Use all means necessary to protect equipment before, during, and after installation.
- E. All scratched, dented, and otherwise damaged units shall be repaired or replaced at no additional cost to OWNER.

1.06 OPERATION AND MAINTENANCE DATA

- A. Include installation instructions, assembly views, lubrication instructions, recommended maintenance schedule and activities.
- B. Include replacement and spare parts lists.

1.07 WARRANTY

- A. Standard Two-Year Warranty: Unless otherwise stated below, manufacturer shall warrant the equipment to be free from defects in material and workmanship for a period of two years from the earlier of either the date established for partial utilization in accordance with GC15.03 and 15.04, as modified in the Supplementary Conditions, or Substantial Completion of the project.

PART 2-PRODUCTS

2.01 TEST WELLS

- A. Similar to thermometer sockets except with a brass cap that threads into the inside of the test well to prevent dirt from accumulating. Secure cap to body with a short chain. Furnish with extension necks, where appropriate, to accommodate the pipe insulation.

2.02 TEST PLUGS

- A. Brass threaded pressure and temperature test plug with neoprene self-closing valve, valve retainer, brass threaded cap, rated for 150 psi and 0 to 200°F.

2.03 WATER HAMMER ARRESTORS

- A. Manufacturer: Sioux Chief, Wade, or Watts.
- B. ANSI A112.26.1, ASSE 1010; sized in accordance with PDI WH-201, precharged piston type constructed of hard drawn Type K copper, threaded boss adapter, brass piston with O-ring

seals, FDA-approved silicone lubricant, suitable for operation in temperature range 35°F to 150°F, maximum 250 psig working pressure, 1500 psig surge pressure, Watts Series LF15M2 or LF15M2S, or equal.

2.04 BACKFLOW PREVENTERS

- A. Backflow Preventers– Reduced Pressure Zone (RPZ) Type:
 - 1. Manufacturers: Watts, or equal.
 - 2. The assembly shall meet the requirements of ASSE 1013, AWWA C511.
 - 3. The assembly shall consist of a pressure differential relief valve located in a zone between two positive seating check valves and captured springs. Back siphonage protection shall include provision to admit air directly into the reduced pressure zone via a separate channel from the water discharge channel. The assembly shall include two tightly closing shutoff valves before and after the valve and test cocks.
 - 4. Test cocks.
 - 5. Seats: Bronze, removable and replaceable, without removing valve from the line.
 - 6. Checks: Independently operating.
 - 7. Relief Valve: Independently operating, located between the two check valves.
 - 8. Rated 175 psi maximum working pressure with continuous temperature range of 33°F to 140°F.
 - 9. Unit to be complete with vent-port funnel to maintain the air gap and to provide a drain connection point.
 - 10. Sizes 2 1/2 inch through 10 inches: FDA epoxy-coated cast iron body, FDA epoxy-coated strainer, upstream and downstream OSY-UL/FM outside stem and yoke resilient seated gate valves, flange connections: Watts Regulator Series LF-909.

2.05 WALL HYDRANTS

- A. Manufacturer: Watts, Woodford, or Zurn.
- B. WH-1: Freezeproof automatic draining wall hydrant in flush mounted cast brass wall box with locking door, 3/4-inch inlet, 3/4-inch hose thread ASSE 1019-93 backflow preventer outlet, loose key operator, polished brass finish. Woodford model B65, or equal.

2.06 HOSE BIBBS (HB)

- A. Manufacturer: Woodford, Watts, or Wade.
- B. HB-1: Hose bibbs shall be Woodford Model 24, Watts, HB-1, or Wade HB-1. Provide 3/4-inch garden hose thread, 3/4-inch inlet, and ASSE 1011 approved backflow preventer outlet. Interior hose valves shall be equipped with approved vacuum breaker, Watts 8A, Model 34H, or equal. Provide metal handle and chrome plate finish. Hose bibbs providing non-potable water shall be provided with a removable key handle.
- C. HB-2: Hose bibb connection shall be 2-inch NPT for connection to OWNER's 2-inch hose. Coordinate final connection type with OWNER.
- D. HB-3: Hose bibb connection for high pressure wash water system. Connection type shall be quick connect style and be compatible with pressure washer wand and hose provided by hot water pressure washer system as specified under section 22 37 00–Hot Water Pressure Washer.

2.07 NON-POTABLE WATER SIGNS

- A. Non-potable Water Caution Signs: Place non-potable water signs permanently mounted at every hose bib or faucet on the non-potable water system. Sign shall include as a minimum the wording "CAUTION, NON-POTABLE WATER, DO NOT DRINK" or similar standard language. Signs shall be Brady Safety sign, or equal, minimum size 7 inches by 10 inches, constructed of fiberglass. Mount signs on building wall or structures with stainless steel screws or fasteners.

2.08 ROOF HYDRANTS (RH)

- A. RH-1: Roof hydrant hose valves shall be Woodford Model SRH-MS, or equal, freezeless sanitary roof hydrant with integral ASSE 1052 double check backflow preventer. Provide with mounting system and coordinate with roofing contractor for flashing requirements.

PART 3-EXECUTION

3.01 INSTALLATION

- A. Install water hammer arrestors where indicated and at quick closing valve installations.
- B. Install backflow preventers in accordance with International Plumbing Code requirements maintaining minimum clearance distances for servicing and testing. Provide indirect waste piping with air gap installation from relief opening to above hub drain or floor drain.
- C. Mount wall hydrants recessed in exterior wall construction with valve plug extended beyond interior side of building insulation. Slope to drain to exterior. Install so discharge is 18 inches minimum above finished grade. Set wall box in grout or caulk and fill exterior wall penetration with insulation.
- D. Mount hose bibbs securely fastened to wall where indicated. Provide water hammer arrestor in line to hose bibb. Hose bibbs providing non-potable water shall be provided with non-potable water warning signage as outlined in this section.

END OF SECTION

SECTION 22 05 23

GENERAL DUTY VALVES FOR PLUMBING PIPING

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: Valves of all descriptions except where indicated elsewhere.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.
- B. All materials, installation and workmanship shall comply with the applicable requirements and standards addressed within this specification.

1.03 QUALITY ASSURANCE

- A. Quality assurance shall be in accordance with Section 01 45 00—Quality Control.

1.04 SYSTEM DESCRIPTIONS

- A. Performance Requirements:
 - 1. Lead-Free Requirements: All materials that contact potable water shall be lead free. Lead free refers to the wetted surface of pipe, fittings and fixtures in potable water systems that have a weighted average lead content $\leq 0.25\%$ per the Federal Safe Drinking Water Act as amended January 4th, 2011 Section 1417. All products used in potable water systems shall be UL classified in accordance with ANSI/NSF 61 for potable water service and shall meet the low lead requirements of NSF-372.
 - 2. Where valve types (ball, etc.) are specified for individual plumbing services (i.e., domestic water, gas, etc.), each valve type shall be of the same manufacturer unless prior written approval is obtained from OWNER.
 - 3. Valves shall be line size unless specifically noted otherwise.

1.05 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of Section 01 33 00—Submittals.
- B. Schedule of all valves indicating type of service, dimensions, materials of construction, and pressure/temperature ratings for all valves shall be used on the project. Temperature ratings specified are for continuous operation.

1.06 OPERATION AND MAINTENANCE DATA

- A. All operations and maintenance data shall comply with the submission and content requirements specified under Section 01 33 00—Submittals.

PART 2-PRODUCTS

2.01 WATER SYSTEM VALVES (DCW, DHW, NPW)

- A. All water system valves to be rated at not less than 125 psig water working pressure at 240°F unless noted otherwise.
- B. Provide valve extensions for valves installed in all piping with insulation.
- C. All valves on potable water supplies shall be suitable for potable water applications.
- D. Shutoff valves in copper piping 3 inches in diameter and smaller shall be two-piece bronze body, solder joint or threaded ends, chrome plated bronze ball, glass filled Teflon seat, Teflon packing and threaded packing nut, blowout-proof stem, 600 psi. Apollo 70LF-200, Milwaukee UPBA150, Nibco S580-80-LF.
- E. Shutoff valves in CPVC piping 3 inches and smaller shall be hand-operated 150 psi union-type CPVC ball valves, Chemtrol TU Series Tru-bloc, Hayward, Walworth, or equal. Valves and all components including o-rings shall be compatible with potable water in piping. CPVC valves and union shall not be painted.

2.02 WASTE SYSTEM VALVES (SPD)

- A. Ball Valves (PVC) 3 Inches and Smaller: Hand-operated 150 psi union-type PVC ball valves, Chemtrol TU Series Tru-bloc, Hayward, Walworth, or equal. Valves and all components including O-rings shall be compatible with chemicals in piping. PVC valves and union shall not be painted.
- B. Check Valves (PVC): 2 inches and smaller: PVC body, socket weld ends union type, suitable for installation in a vertical line with flow upward, Chemtrol U45BC-E, or equal.

2.03 HIGH PRESSURE WATER SYSTEM VALVES (HPHW)

- A. Shutoff valves in stainless steel HPHW piping two inches in diameter and smaller shall be two-piece carbon steel body, threaded, ends 316SS ball and stem, UHMWPE trim, blowout-proof stem, 3000 psi, Apollo 72-140, Milwaukee, or Nibco.

PART 3-EXECUTION

3.01 GENERAL

- A. Properly align piping before installation of valves. Install and test valves in strict accordance with valve manufacturer's installation recommendations. Do not support weight of piping system on valve ends.
- B. Mount valves in locations which allow access for operation, servicing, and replacement.
- C. Provide valve handle extensions for all valves installed in insulated piping.

- D. Install all valves with the stem in the upright or horizontal position. If possible, install butterfly valves with the stem in the horizontal position. Valves installed with the stems down will not be accepted.
- E. Prior to flushing of piping systems, place all valves in the full-open position.

3.02 SHUT-OFF VALVES

- A. Install shut-off valves at each piece of equipment, at each branch take-off from mains for isolation or repair and elsewhere as indicated.

3.03 DRAIN VALVES

- A. Provide drain valves for complete drainage of all systems. Locations of drain valves include low points of piping systems, downstream of riser isolation valves, equipment locations specified or detailed, other locations required for drainage of systems and elsewhere as indicated.

3.04 BALL CHECK VALVES

- A. Provide check valves at sanitary sump pump discharges.

END OF SECTION

SECTION 22 05 29

HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1–GENERAL

1.01 SUMMARY

- A. Work Included: Hangers and supports for Plumbing Piping and Equipment.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.
- B. All materials, installation and workmanship shall comply with the applicable requirements and standards addressed within this specification.

1.03 QUALITY ASSURANCE

- A. Quality assurance shall be in accordance with Section 01 45 00–Quality Control.

1.04 SUBMITTALS

- A. Submit shop drawings and product data in accordance with provisions of Section 01 33 00–Submittals.

1.05 OPERATION AND MAINTENANCE DATA

- A. All operations and maintenance data shall comply with the submission and content requirements specified under Section 01 33 00–Submittals.

PART 2–PRODUCTS

2.01 MANUFACTURERS

- A. Anvil, B-Line, Pate, G-Strut, Piping Technology, Roof Products & Systems or approved equal.

2.02 STRUCTURAL SUPPORTS

- A. Provide all supporting steel required for the installation of mechanical equipment and materials, including angles, channels, beams, etc. to suspended or floor supported tanks and equipment. All of this steel may not be specifically indicated on the Drawings.

2.03 PIPE HANGERS AND SUPPORTS

- A. Hangers for Pipe Sizes 1/2-Inch through 2 Inches:
 - 1. Carbon steel, adjustable swivel ring. B-Line B3170, Anvil 69 or 70.
 - 2. Carbon steel, adjustable clevis, standard. B-Line B3100, Anvil 260.
- B. Hangers for Pipe Sizes 2 Inches and Larger: Carbon steel, adjustable clevis, standard. B-Line B3100, Anvil 260.
- C. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
- D. Wall Support:
 - 1. Carbon steel welded bracket with hanger. B-Line B3068 Series, Anvil 194 Series.
 - 2. Perforated, epoxy painted finish, 16-12 gauge, minimum, steel channels securely anchored to wall structure, with interlocking, split-type, bolt secured, galvanized pipe/tubing clamps. B-Line type S channel with B-2000 series clamps, Anvil type AS 200 H with AS 1200 clamps. When copper piping is being supported, provide flexible elastomeric/thermoplastic isolation cushion material to completely encircle the piping and avoid contact with the channel or clamp, equal to B-Line B1999 Vibra Cushion or provide manufacturers clamp and cushion assemblies, B-Line BVT series.
- E. Vertical Support: Carbon steel riser clamp. B-Line B3373, Anvil 261 for above floor use.
- F. Copper Pipe Supports: All supports, fasteners, clamps, etc. directly connected to copper piping shall be copper plated or polyvinylchloride coated. Where steel channels are used, provide isolation collar between supports/clamps/fasteners and copper piping.

2.04 PIPE HANGER RODS

- A. Steel Hanger Rods:
 - 1. Hanger rod shall be continuously threaded, complete with adjusting and lock nuts.
 - 2. Size rods for individual hangers and trapeze support as indicated in the following schedule.
 - 3. Total weight of equipment, including valves, fittings, pipe, pipe content, and insulation, shall not exceed the limits indicated.

Maximum Load (pounds)	Rod Diameter (inches)
(650°F Maximum Temperature)	
610	3/8
1,130	1/2
1,810	5/8
2,710	3/4
3,770	7/8
4,960	1
8,000	1 1/4

2.05 CONCRETE INSERTS

- A. Poured in Place:
 - 1. MSS SP-58 Type 18 wedge type to be constructed of a black carbon steel body with a removable malleable iron nut that accepts threaded rod to 7/8-inch diameter. Wedge

design to allow the insert to be held by concrete in compression to maximize the load carrying capacity. B-Line B2505, Anvil 281.

2. MSS SP-58 Type 18 universal type to be constructed of black malleable iron body with a removable malleable iron nut that accepts threaded rod to 7/8 inch diameter. B-Line B3014N, Anvil 282.

- B. Drilled Fasteners: Carbon steel drop-in type expansion anchors, vibration resistant, with ASTM B633 zinc plating. Use drill bit of same manufacturer as anchor. Hilti, Rawl, Redhead.

2.06 CONTINUOUS CONCRETE INSERT CHANNELS

- A. Steel inserts with an industry standard pre-galvanized finish, nominally 1 5/8-inch wide by 1 3/8-inch deep by length to suit the application, designed to be nailed to concrete forms and provide a linear slot for attaching other support devices. Installed channels to provide a load rating of 2,000 pounds per foot in concrete. Manufacturer's standard brackets, inserts, and accessories designed to be used with the channel inserts may be used. Select insert length to accommodate all pipe in the area.

2.07 ANCHORS

- A. Use welding steel shapes, plates, and bars to secure piping to the structure.

2.08 CORROSIVE ATMOSPHERE SUPPORTS

- A. Where piping is installed at exterior locations or locations indicated on the Drawings as Class 1, Division 1, supports shall be fiberglass construction as manufactured by Aickinstrut. Supports shall meet all requirements listed above. See Section 40 05 00—Piping and Appurtenances for additional requirements.

PART 3—EXECUTION

3.01 INSTALLATION

- A. Size, apply and install supports and anchors in compliance with manufacturers recommendations.
- B. Install supports to allow free expansion of the piping system. Support all piping from the structure using concrete inserts, ceiling plates, wall brackets, or floor stands. Fasten ceiling plates and wall brackets securely to the structure and test to demonstrate the adequacy of the fastening.
- C. Coordinate hanger and support installation to properly group piping of all trades.
- D. Where piping can be conveniently grouped to allow the use of trapeze type supports, use standard structural shapes or continuous insert channels for the supporting steel. Where continuous insert channels are used, pipe supporting devices made specifically for use with the channels may be substituted for the specified supporting devices provided that similar types are used and all data is submitted for prior approval.
- E. Size and install hangers and supports, except for riser clamps, for installation on the exterior of piping insulation. Where a vapor barrier is not required, hangers may be installed either on the exterior of pipe insulation or directly on piping.

- F. Perform welding in accordance with standards of the American Welding Society.

3.02 HANGER AND SUPPORT SPACING

- A. Install hangers to provide minimum 1/2-inch space between finished covering and adjacent work.
- B. Place a hanger within 12 inches of each horizontal elbow, valve, strainer, or similar piping specialty item.
- C. Use hangers with 1 1/2-inch minimum vertical adjustment.
- D. Where several pipes can be installed in parallel and at the same elevation, provide multiple or trapeze hangers.
- E. Support riser piping independently of connected horizontal piping.
- F. Adjust hangers to obtain the slope specified in the piping section of these specifications.
- G. Space hangers for pipe as follows:

Pipe Material	Pipe Size	Maximum Horizontal Spacing	Maximum Vertical Spacing
Copper	1/2" through 3/4"	5'-0"	10'-0"
Copper	1" through 1 1/4"	6'-0"	10'-0"
Copper	1 1/2" through 2 1/2"	8'-0"	10'-0"
Copper	3"	10'-0"	10'-0"
CPVC/PVC	All	4'-0"	10'-0"
Ductile Iron	All	10'-0"	10'-0"

- H. Any piping materials not explicitly listed above shall have pipe support provided at maximum spacing intervals as noted in the applicable code or manufacturer recommendations, whichever is more restrictive.

3.03 RISER CLAMPS

- A. Support vertical piping with clamps secured to the piping and resting on the building structure or secured to the building structure below at each floor.

3.04 CONCRETE INSERTS AND CONTINUOUS INSERT CHANNELS

- A. Select size based on the manufacturer's stated load capacity and weight of material that will be supported. Locate continuous insert channels on 6 feet 0 inch maximum centers and 2 feet 0 inch from corners. Furnish inserts to Division 03 for placement in concrete formwork. Use inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4-inch size. Where concrete slabs form finished ceiling, provide inserts that are flush with the slab surface.

3.05 ANCHORS

- A. Install where indicated on the drawings and details. Where not specifically indicated, install anchors at ends of principal pipe runs and at intermediate points in pipe runs between expansion loops. Make provisions for preset of anchors as required to accommodate both expansion and contraction of piping.

END OF SECTION

SECTION 22 07 16

EQUIPMENT INSULATION FOR PLUMBING

PART 1—GENERAL

1.01 SUMMARY

- A. Work includes insulation for all equipment provided under Division 22—Plumbing:
 - 1. Flexible closed cell insulation.
 - 2. Adhesives, mastic, sealants, and reinforcing materials.
 - 3. Jacketing.
 - 4. Accessories.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.
- B. All material, installation, and workmanship shall comply with the applicable requirements and standards addressed within the following references.
 - 1. ASTM B117—Standard Practice for Operating Salt Spray (Fog) Apparatus.
 - 2. ASTM C168—Standard Terminology Relating to Thermal Insulation.
 - 3. ASTM C518—Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 - 4. ASTM C591—Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation.
 - 5. ASTM C1427—Standard Specification for Extruded Preformed Flexible Cellular Polyolefin Thermal Insulation in Sheet and Tubular Form.
 - 6. ASTM D1000—Methods for Pressure-Sensitive Adhesive-Coated Tapes Used for Electrical and Electronic Applications.
 - 7. ASTM E84—Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 8. ASTM E96—Standard Test Methods for Water Vapor Transmission of Materials.
 - 9. FED L-P-535E: Plastic Sheet (Sheeting): Plastic Strip: Poly (Vinyl Chloride) And Poly (Vinyl Chloride-Vinyl Acetate), Rigid.
 - 10. EPA Method 8260B—Volatile Organic Compounds By Gas Chromatography/Mass Spectrometry (Gc/Ms).
 - 11. NFPA 262—Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces.

1.03 SUBMITTALS

- A. Submit under provisions of Section 01 33 00—Submittals.
- B. Submit a schedule of all insulating materials to be used on the project, including adhesives, fastening methods, and fitting materials, along with safety data sheets and intended use of each material. Include manufacturer's technical data sheets indicating density, thermal characteristics, jacket type, and manufacturer's installation instructions.

1.04 QUALITY ASSURANCE

- A. All insulation or components of this specification section shall meet or exceed the requirements and quality of the items herein specified, or as denoted on the drawings.
- B. Label all insulating products delivered to the construction site with the manufacturer's name and description of materials.
- C. Insulation systems shall be applied by experienced contractors. Within the past five years, CONTRACTOR shall be able to document the successful completion of a minimum of three projects of at least 50% of the size and similar scope of the work specified in this section.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle materials in accordance with Section 01 60 00–Materials and Equipment.
- B. Deliver materials to the site in such a manner as to protect the materials from shipping and handling damage.
- C. Materials that could be damaged by the elements should be packaged in such a manner that they could withstand short-term exposure to the elements during transportation.
- D. Store materials in a clean, dry place and protect from weather and construction traffic. Handle carefully to avoid damage.
- E. Use all means necessary to protect insulation before, during, and after installation.
- F. All scratched, dented, and otherwise damaged insulation shall be repaired or replaced without additional cost to OWNER.

1.06 GENERAL REQUIREMENTS

- A. Unless otherwise indicated, all equipment covering, jackets, insulation, vapor barriers, adhesive, and mastics shall have flame spread rating of 25 or less and smoke spread rating of 450 or less when tested in accordance with ASTM E84.

PART 2–PRODUCTS

2.01 FLEXIBLE CLOSED CELL INSULATION

- A. Acceptable manufacturers are K-flex Insul-tube, Nomaco ArcticFlex, or equal.
- B. Insulation shall be flexible closed cell type conforming to ASTM C1427, Type 1, Grade 1.
- C. Minimum nominal density shall be between 3 to 6 lbs/ft³.
- D. K-factor shall not exceed 0.25 (btu-in)/(hr-ft²-°F) at 75°F mean.
- E. Insulation shall be rated for service range of -20°F to 220°F on piping or 180°F where adhered to equipment.

2.02 ADHESIVES, MASTIC, SEALANTS, AND REINFORCING MATERIALS

- A. Products shall be compatible with surfaces and materials on which they are applied, and shall be suitable for use at operating temperatures of systems to which they are applied.
- B. Vapor Retarding Mastic:
 - 1. Acceptable Manufacturers: Foster 30-65 Vapor Fas, Childers CP-34, and Vimasco 749.
 - 2. For equipment insulation operating below 50°F, mastic water vapor permeance shall be less than 0.03 perms at 45 mils dry film thickness conforming to ASTM E96.
 - 3. Use insulation joint sealant at all joints. Acceptable manufacturers are Foster 95-50 Flextra, Childers CP-76 Chil-Byl, or Pittsburgh Corning CW Sealant.
- C. Weather Barrier Breather Mastic:
 - 1. Acceptable Manufacturers: Foster 46-50 Weatherite, Childers Vi-Cryl CP-10/CP-11, or Vimasco WC-5.
 - 2. For equipment insulation operating at 50°F or above, mastic water vapor permeance shall be greater than 1.0 perms at 1/16-inch dry film thickness conforming to ASTM E96.

2.03 JACKETING

- A. PVC Jackets (PVJ):
 - 1. PVC film, gloss finish one side, semi-gloss other side.
 - 2. PVC film shall conform to FED L-P-535e, Composition A, Type II, Grade GU.
 - 3. Jacket thickness shall be minimum 0.03 inch.

2.04 ACCESSORIES

- A. All products shall be compatible with surfaces and materials on which they are applied, and be suitable for use at operating temperatures of the systems to which they are applied.
- B. Adhesives, sealants, and protective finishes shall be as recommended by insulation manufacturer for applications specified.
- C. Insulation bands shall be 3/4 inch wide, constructed of aluminum or stainless steel. Minimum thickness shall be 0.015 inch for aluminum and 0.010 inch for stainless steel.
- D. Staples shall be clinch style.
- E. Tack fasteners shall be stainless steel ring grooved shank tacks.
- F. Joint sealants and metal jacketing sealants shall be non-shrinking and permanently flexible.

PART 3—EXECUTION

3.01 GENERAL

- A. All insulation damaged during construction shall be replaced in accordance with these specifications.

- B. All insulation shall be applied in accordance with the manufacturer's written recommendations. Destructive methods such as sheet metal screws are not acceptable. All insulation shall be installed with joints butted firmly together.
- C. All valves shall be insulated with mitered sections of insulation equal in density and thickness to adjoining insulation or with "Zeston"-type, premolded PVC fittings installed in accordance with the manufacturer's instructions.
- D. Install insulation with smooth and even surfaces. Poorly fitted joints or use of filler in voids will not be accepted. Provide neatly beveled and coated terminations at all nameplates, uninsulated fittings, or at other locations where insulation terminates.

3.02 VAPOR BARRIER INSTALLATION

- A. For systems operating at 50°F or above, jackets on insulation may be stapled using outward clinch staples spaced 3 inches apart at least 1/4-inch in from the lap edge.
- B. For systems operating below 50°F, laps shall be vapor-sealed using self-sealing lap, lap-seal tape gun, or adhesive.
- C. Install fabric reinforcing without wrinkles. Overlap seams a minimum of 2 inches.
- D. Use full length material (as delivered from manufacturer) wherever possible. Scrap piecing of insulation or pieces cut undersize and stretched to fit will not be accepted.
- E. All insulation ends shall be tapered and sealed regardless of service.
- F. Vapor barrier jackets shall be applied with a continuous, unbroken vapor seal. Vapor barrier jackets shall not be broken at supports.
- G. Vapor retarding jacket shall be maintained continuously through all penetrations.

3.03 FLEXIBLE CLOSED CELL INSULATION INSTALLATION

- A. Miter cut fittings allowing sufficient length to prevent stretching. Completely seal seams and joints for vapor tight installation. Apply full bed of adhesive to both surfaces. Cover flexible closed cell insulation on systems operating below 40°F with vapor retarding mastic.

3.04 PROTECTIVE JACKET INSTALLATION

- A. PVC Fitting Covers and Jackets (PVJ): Lap seams and joints a minimum of 2 inches and continuously seal PVC with welding solvent recommended by jacket manufacturer. Lap slip joint ends 4 inches without fasteners where required to absorb expansion and contraction. For sections where vapor retarding jacket is not required and jacket requires routine removal, tack fasteners may be used. Secure PVC fitting covers with tack fasteners. For systems requiring a vapor retarding jacket, apply a 1 1/2-inch band of mastic over ends, throat, seams and penetrations.

3.05 EQUIPMENT INSULATION

- A. Insulation shall not cover equipment access manholes, fittings, nameplates or ASME stamps. Bevel and seal insulation at these locations.

B. Provide insulation on equipment as outlined in the schedule below:

Equipment	Insulation	Jacket	Thickness
Water Meters	Flexible Closed Cell	PVJ	0.5"
Reduced Pressure Backflow Preventers	Flexible Closed Cell	PVJ	0.5"

END OF SECTION

SECTION 22 07 19

PIPING INSULATION FOR PLUMBING

PART 1—GENERAL

1.01 SUMMARY

- A. Work includes insulation for all piping provided under Division 22—Plumbing.
 - 1. Rigid formed fiberglass insulation.
 - 2. Flexible closed cell pipe insulation.
 - 3. Adhesives, mastic, sealants, and reinforcing materials.
 - 4. Jacketing.
 - 5. Insulation inserts and pipe shields.
 - 6. Accessories.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 REFERENCES

- A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.
- B. All material, installation, and workmanship shall comply with the applicable requirements and standards addressed within the following references.
 - 1. ASTM C168—Standard Terminology Relating to Thermal Insulation.
 - 2. ASTM C272—Standard Test Method for Water Absorption of Core Materials for Sandwich Constructions.
 - 3. ASTM C518—Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus.
 - 4. ASTM C533—Standard Specification for Calcium Silicate Block and Pipe Thermal Insulation.
 - 5. ASTM C547—Standard Specification for Mineral Fiber Pipe Insulation.
 - 6. ASTM C591—Unfaced Preformed Rigid Cellular Polyisocyanurate Thermal Insulation.
 - 7. ASTM C612—Standard Specification for Mineral Fiber Block and Board Thermal Insulation.
 - 8. ASTM C1427—Standard Specification for Extruded Preformed Flexible Cellular Polyolefin Thermal Insulation in Sheet and Tubular Form.
 - 9. ASTM D1000—Standard Test Methods for Pressure-Sensitive Adhesive-Coated Tapes Used for Electrical and Electronic Applications.
 - 10. ASTM E84—Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 11. ASTM E96—Standard Test Methods for Water Vapor Transmission of Materials.
 - 12. FED L-P-535E: Plastic Sheet (Sheeting): Plastic Strip: Poly (Vinyl Chloride) And Poly (Vinyl Chloride-Vinyl Acetate), Rigid.
 - 13. NFPA 262—Standard Method of Test for Flame Travel and Smoke of Wires and Cables for Use in Air-Handling Spaces.

1.03 SUBMITTALS

- A. Submit under provisions of Section 01 33 00–Submittals.
- B. Submit a schedule of all insulating materials to be used on the project, including adhesives, fastening methods, and fitting materials, along with safety data sheets and intended use of each material. Include manufacturer's technical data sheets indicating density, thermal characteristics, jacket type, and manufacturer's installation instructions.

1.04 QUALITY ASSURANCE

- A. All insulation or components of this specification section shall meet or exceed the requirements and quality of the items herein specified, or as denoted on the drawings.
- B. Label all insulating products delivered to the construction site with the manufacturer's name and description of materials.
- C. Insulation systems shall be applied by experienced contractors. Within the past five years, CONTRACTOR shall be able to document the successful completion of a minimum of three projects of at least 50% of the size and similar scope of the work specified in this section.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle materials in accordance with Section 01 60 00–Materials and Equipment.
- B. Deliver materials to the site in such a manner as to protect the materials from shipping and handling damage.
- C. Materials that could be damaged by the elements should be packaged in such a manner that they could withstand short-term exposure to the elements during transportation.
- D. Store materials in a clean, dry place and protect from weather and construction traffic. Handle carefully to avoid damage.
- E. Use all means necessary to protect insulation before, during, and after installation.
- F. All scratched, dented, and otherwise damaged insulation shall be repaired or replaced as requested by OWNER without additional cost to OWNER.

1.06 GENERAL REQUIREMENTS

- A. Unless otherwise indicated, all pipe covering, jackets, insulation, vapor barriers, adhesives, and mastics shall have flame spread rating of 25 or less and smoke spread rating of 450 or less when tested in accordance with ASTM E84.
- B. All insulation and associated materials shall be free of asbestos.

PART 2-PRODUCTS

2.01 RIGID FORMED FIBERGLASS INSULATION

- A. Acceptable manufacturers are Johns Manville Micro-Lok, or equal.
- B. Insulation shall be mineral fiber type conforming to ASTM C547, Type IV.
- C. Minimum nominal density shall be of 3.0 lbs/ft³.
- D. K-factor shall not exceed 0.23 (btu-in)/(hr-ft²-°F) at 75°F mean.
- E. Insulation shall be rated for service to 850°F.

2.02 FLEXIBLE CLOSED CELL PIPE INSULATION

- A. Acceptable manufacturers are K-flex Insul-tube, Armacell AP/Armaflex, or equal.
- B. Insulation shall be flexible closed cell type conforming to ASTM C534, Type 1, Grade 1.
- C. K -factor shall not exceed 0.25 (btu-in)/(hr-ft²-°F) at 75°F mean.
- D. Insulation shall be rated for service range of -20°F to 220°F on piping or 180°F where adhered to equipment.

2.03 ADHESIVES, MASTIC, SEALANTS, AND REINFORCING MATERIALS

- A. Products shall be compatible with surfaces and materials on which they are applied, and shall be suitable for use at operating temperatures of systems to which they are applied.
- B. Fiberglass Insulation Adhesive: Acceptable Manufacturers: Foster 85-60, Childers CP-127, and Duro Dyne SSG.
- C. Sealant for Metal Jacketing: Acceptable Manufacturers: Foster 95-44 Elastolar, Childers CP-76 Chil-Byl, Pittsburgh Corning 727.

2.04 JACKETING

- A. PVC Jackets (PVJ):
 - 1. PVC film, gloss finish one side, semi-gloss other side.
 - 2. PVC film shall conform to FED L-P-535D, Composition A, Type II, Grade GU.
 - 3. Jacket thickness shall be minimum 0.03 inch.
- B. ADA Accessible Lavatory Insulation: Provide Truebro, Inc. Lav-Guard, or equal, undersink piping cover. Piping cover shall meet applicable ADA requirements. The P-trap, angle valve assemblies, supply piping, and tailpiece shall be covered with the molded vinyl, antimicrobial pipe cover. Cover shall be secured with flush reusable fasteners; angle stop shall have locking access cover.

2.05 INSULATION INSERTS AND PIPE SHIELDS

- A. Acceptable manufacturers are B-Line, Pipe Shields, or Value Engineered Products.

- B. Construct inserts with calcium silicate or polyisocyanurate with minimum 140 psi compressive strength. Piping 12 inches and larger shall be supplemented with high density 600 psi structural calcium silicate insert. Provide 16-gauge galvanized steel shield, 12 inches long. Insert and shield shall include minimum 180 degree coverage on bottom supported piping and full 360 degree coverage on clamped piping. On roller mounted piping and piping designed to slide on support, provide additional load distribution stainless steel plate. In hazardous (Class I, Division 1) environments, shields and distribution plates shall be constructed of 316 stainless steel.
- C. Where contractor proposes shop/site fabricated inserts and shields, submit schedule of materials, thicknesses, gauges and lengths for each pipe size to demonstrate equivalency to pre-engineered/premanufactured product described above. On low temperature systems, high density rigid polyisocyanurate may be substituted for calcium silicate provided insert and shield length and shield gauge are increased to compensate for lower insulation compressive strength.
- D. Wood blocks will not be accepted.
- E. All pipe shields shall be banded to the jacketing using stainless steel bands. One band is required on each side of the support.

2.06 ACCESSORIES

- A. All products shall be compatible with surfaces and materials on which they are applied, and be suitable for use at operating temperatures of the systems to which they are applied.
- B. Adhesives, sealants, and protective finishes shall be as recommended by insulation manufacturer for applications specified.
- C. Insulation bands shall be 3/4 inch wide, constructed of stainless steel. Where metal jackets are used, band material shall match jacket material. Minimum thickness shall be 0.015 inch for aluminum and 0.010 inch for stainless steel.
- D. Load distributing metal shields shall be constructed of stainless steel. Where metal jackets are used, shield material shall match jacket material. Minimum thickness shall be 0.015 inch for aluminum and 0.010 inch for stainless steel.
- E. Staples shall be clinch style.
- F. Tack fasteners shall be stainless steel ring grooved shank tacks.
- G. Joint sealants and metal jacketing sealants shall be non-shrinking and permanently flexible.

PART 3—EXECUTION

3.01 GENERAL

- A. All insulation damaged during construction shall be replaced in accordance with these specifications.

- B. All insulation shall be applied in accordance with the manufacturer's written recommendations. Destructive methods such as sheet metal screws are not acceptable. All pipe insulation shall be installed with joints butted firmly together.
- C. All valves and fittings shall be insulated with mitered sections of insulation equal in density and thickness to adjoining insulation.
- D. Install insulation with smooth and even surfaces. Poorly fitted joints or use of filler in voids will not be accepted. Provide neatly beveled and coated terminations at all nameplates, uninsulated fittings, or at other locations where insulation terminates.
- E. All pipe insulation shall be continuous through walls, ceiling or floor openings and through sleeves.
- F. All un-insulated penetrations through the insulation system shall be insulated along their length to a minimum distance of four times the insulation thickness. To prevent moisture migration behind the insulation, these penetrations shall be sealed with a sealant as recommended by the manufacturer and flashed to shed water.

3.02 SUPPORT INSTALLATION

- A. For each pipe hanger, provide a hanger block on the bottom half of the pipe in place of the insulation.
- B. Pipe hangers and supports shall be sized large enough to be installed over the outer surface of the insulation.
- C. Load distributing metal shields shall be installed around the lower one-third circumference of the insulation and jacket.
- D. Blocks and shields shall be provided at all supports regardless of orientation, except inserts may be omitted on 3/4 inch and smaller copper piping provided 12-inch long 22 gauge pipe shields are used.

3.03 RIGID FORMED FIBERGLASS INSULATION INSTALLATION

- A. Fittings, valves, unions, flanges, couplings and specialties shall be insulated with factory molded insulation of the same thickness as adjoining insulation. Secure insulation sections with two wraps of nylon filament tape 9-inch to 12-inch on center. On single insulation layer systems and on the outer layer of double insulation layer systems, apply a thin coat of flexible closed cell joint sealant rated for system operating temperatures to all longitudinal and butt insulation joints covering entire face of joint. Allow sealant to fully cure before applying protective covering. Where two layers of insulation are used, do not use sealant on the inner layer or adhere the inner layer to the outer layer. Apply vapor stop bead of joint sealant between pipe and insulation on both sides of valves, expansion/contraction joints, flanges, thermometers/gauges, attached vent and drain lines. Insulate attached non-circulated lines, control lines, vents, etc., for a minimum distance of 6 inches from pipe. Cover insulation with a protective jacket as specified below. Do not penetrate protective covering or insulation with mechanical fasteners.

3.04 FLEXIBLE CLOSED CELL INSULATION INSTALLATION

- A. Where practical, slip insulation on piping during pipe installation while pipe ends are open. Miter cut fittings allowing sufficient length to prevent stretching. Completely seal seams and joints for vapor tight installation. Apply full bed of adhesive to both surfaces. Cover flexible closed cell insulation on systems operating below 40°F with vapor retarding mastic.

3.05 PROTECTIVE JACKET INSTALLATION

- A. PVC Fitting Covers and Jackets (PVJ): Lap seams and joints a minimum of 2 inches and continuously seal PVC with welding solvent recommended by jacket manufacturer. Lap slip joint ends 4 inches without fasteners where required to absorb expansion and contraction. For sections where vapor retarding jacket is not required and jacket requires routine removal, tack fasteners may be used. Secure PVC fitting covers with tack fasteners. For systems requiring a vapor retarding jacket, apply a 1 1/2-inch band of mastic over ends, throat, seams and penetrations.
- B. Vapor Barriers: On systems operating at 50°F and above, pipe insulation jackets may be stapled using outward clinch staples spaced 3 inches apart at least 1/4 inch in from the lap edge. Mastics used shall be "breather" type allowing passage of water vapor.

3.06 PIPING INSULATION

- A. Provide insulation on new piping as indicated in the following schedule:

SERVICE	INSULATION	JACKET	INSULATION THICKNESS BY PIPE SIZE				
			< 1"	1" to < 1 1/2"	1 1/2" to < 4"	4" to < 8"	8" and Larger
Piping within Slabs and Masonry Walls	Flexible Closed Cell	N/A	1/2"	1/2"	1/2"	-	-
Liquid-Carrying Piping Located in Exterior or Unconditioned Spaces (Unless Specified Elsewhere)	Rigid Formed Fiberglass	PVJ	2"	2"	2"	2"	2"
Cooling Coil Condensate Drain	Rigid Formed Fiberglass	PVJ	1"	1"	1"	1"	1"
Cold Water (DCW, NPW)	Rigid Formed Fiberglass	PVJ	1"	1"	1"	1"	1"
Hot Water (DHW, HPHW)	Rigid Formed Fiberglass	PVJ	1"	1"	1.5"	1.5"	1.5"
Above Grade Stormwater/Roof Drains	Rigid Formed Fiberglass	PVJ	1"	1"	1"	1"	1"

- B. For systems with operating fluid temperatures 65°F or less, furnish and install removable flexible closed cell insulation covers, plugs or caps for all mechanical equipment and devices that require access by balancing contractors or service and maintenance personnel. Covers shall be tight fitting to provide a complete vapor retarding barrier.

3.07 SPECIAL AREAS

- A. All areas indicated on the Drawings as "Hazardous", Class I Division 1 shall include PVJ jackets.

END OF SECTION

Section 22 07 19-6
1154.087/W2021-0394A

SECTION 22 11 00

FACILITY WATER DISTRIBUTION PIPING

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: All pipe, fittings, and appurtenances for domestic (hot and cold) potable and non-potable water within and to 5 feet beyond building perimeter.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work under this section.

1.02 REFERENCES

- A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.
- B. All materials, installation and workmanship shall comply with the applicable requirements and standards addressed within this specification.

1.03 QUALITY ASSURANCE

- A. Order all pipe with each length marked with the name or trademark of the manufacturer and type of pipe; with each shipping unit marked with the purchase order number, metal or alloy designation, temper, size, and name of supplier.
- B. Any installed material not meeting the specification requirements must be replaced with material that meets these specifications without additional cost to OWNER.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01 33 00—Submittals.
- B. CONTRACTOR shall provide schedule indicating the ASTM, AWWA, or CISPI specification number of the pipe being proposed along with its type and grade if known at the time of submittal, and sufficient information to indicate the type and rating of fittings for each service.
- C. CONTRACTOR shall provide statement from manufacturer on their letterhead that pipe furnished meets the ASTM, AWWA, or CISPI specification contained in this section.

1.05 DELIVERY AND STORAGE

- A. CONTRACTOR shall promptly inspect shipments to review that the material is undamaged and complies with specifications.
- B. CONTRACTOR shall cover pipe to prevent corrosion or deterioration while allowing sufficient ventilation to avoid condensation. Materials shall not be stored directly on grade. Pipe, tube, and fitting ends shall be protected so they are not damaged. Where end caps are provided or specified, CONTRACTOR shall take precautions so the caps remain in

place. Protect fittings, flanges, and unions by storage inside or by durable, waterproof, above ground packaging.

- C. Offsite storage agreements will not relieve CONTRACTOR from using proper storage techniques.
- D. Deliver, store, and protect in accordance with Section 01 60 00—Materials and Equipment.

PART 2—PRODUCTS

2.01 DOMESTIC WATER (INCLUDES COLD, HOT, AND NON-POTABLE)

- A. Copper Piping and Fittings: Piping smaller than 3 inches in diameter shall be Type K copper water tube, H (drawn) temper, ASTM B88; wrought copper pressure fittings, ANSI B16.22; lead free (<.2%) solder, ASTM B32; flux, ASTM B813; copper phosphorous brazing alloy, AWS A5.8 BCuP. Mechanically formed brazed tee connections may be used in lieu of specified tee fittings for branch takeoffs up to one-half the diameter of the main.
- B. CPVC Piping:
 - 1. Except as otherwise specified, non-potable water piping in wet well and screening rooms shall be constructed of CPVC.
 - 2. CPVC piping shall be CPVC 4120, Schedule 80, high-impact conforming to ASTM F441. Piping and fittings shall be approved for use by the National Sanitation Foundation. All pipe delivered to the jobsite shall be properly marked for type, grade, and design stress rating. Expansion joints shall be provided as required. In general, all joints shall be solvent weld, except where flanges are shown on the Drawings. All piping shall be supported at spacing not exceeding that recommended by the manufacturer.
 - 3. Solvent cement for CPVC piping shall be specifically designed for piping systems receiving chemical resistance. Cement shall be Oatey EP42, IPS Weld-On ZZ724, or equal.
 - 4. CPVC Schedule 80 pressure fittings shall meet requirements of ASTM F437 (threaded type) and ASTM F439 (solvent weld socket type). All internal threads shall be machine-taped to the requirements of ANSI/ASME B1.20.1. The quick burst strength of the fittings shall be equal to or greater than the burst strength of the equivalent Schedule 80 CPVC pipe. Fittings shall be made of CPVC 23447-B, or better.
 - 5. All exterior or CPVC piping in open tanks shall be formulated with sufficient ultraviolet light screeners to provide for long-term outdoor exposure with no deleterious effects.

2.02 HIGH PRESSURE HOT WATER PIPING (HPHW)

- A. Stainless Steel Piping and Fittings:
 - 1. Pipe ANSI/ASME 36.19M, schedule 80, stainless steel, seamless.
 - 2. Fittings: ANSI B1.20.1, ASME A182, ASME B16.11, Class 3000 threaded fittings.
 - 3. Unions: ANSI B1.20.1, ASME A182, ASME B16.11, Class 3000 threaded fittings.

2.03 DIELECTRIC UNIONS AND FLANGES (DCW, NPW)

- A. Watts Regulator Company, Lochinvar, Wilkins or EPCO Sales, Inc., dielectric unions 2 inches and smaller; dielectric flanges 2 inches and larger; with iron female pipe thread to copper solder joint or brass female pipe thread end connections, non-asbestos gaskets, having a pressure rating of not less than 175 psig at 180°F.

2.04 UNIONS AND FLANGES (DCW, NPW)

- A. Unions, flanges and gasket materials to have a pressure rating of not less than 150 psig at 180°F. Gasket material for flanges and flanged fittings shall be Teflon type. Treated paper gaskets are not acceptable.
- B. 2 1/2-Inch and Smaller Copper: ANSI B16.18 cast bronze union coupling or ANSI B15.24 Class 150 cast bronze flanges.
- C. 3-Inch and Larger Steel: ASTM A181 or A105, grade 1 hot forged steel flanges of threaded, welding neck, or slip-on pattern on black steel and threaded only on galvanized steel. Use raised face flanges ANSI B16.5 for mating with other raised face flanges or equipment with flat ring or full face gaskets. Use ANSI B16.1 flat face flanges with full face Teflon gaskets for mating with other flat face flanges on equipment. Gaskets shall be Teflon type.

PART 3-EXECUTION

3.01 GENERAL

- A. Install pipe and fittings in accordance with reference standards, manufacturers' recommendations, and recognized industry practices.

3.02 PREPARATION

- A. Cut pipe ends square. Ream ends of piping to remove burrs. Clean scale and dirt from interior and exterior of each section of pipe and fitting prior to assembly.

3.03 ERECTION

- A. Install all piping parallel to building walls and ceilings and at heights which do not obstruct any portion of a window, doorway, stairway, or passageway. Where interferences develop in the field, offset or reroute piping as required to clear such interferences. Coordinate locations of plumbing piping with piping, ductwork, conduit and equipment of other trades to allow sufficient clearances. In all cases, consult drawings for exact location of pipe spaces, ceiling heights, door and window openings, or other architectural details before installing piping.
- B. Where copper or steel piping is embedded in masonry or concrete, provide protective sleeve covering of elastomeric pipe insulation.
- C. Maintain piping in clean condition internally during construction.
- D. Provide clearance for installation of insulation, access to valves, and piping specialties.
- E. Provide anchors, expansion joints, swing joints, and/or expansion loops so that piping may expand and contract without damage to itself, equipment, or building.
- F. Do not route piping through transformer vaults or above transformers, panelboards, or switchboards, including the required service space for this equipment, unless the piping is serving this equipment.
- G. Tracer wire shall be installed on all underground pipe as specified.

3.04 THREADED PIPE JOINTS

- A. Use a thread lubricant when making joints; no hard setting pipe thread cement or caulking shall be allowed.

3.05 DOMESTIC WATER

- A. Maintain piping system in clean condition during installation. Remove dirt and debris from assembly of piping as work progresses. Cap open pipe ends where left unattended or subject to contamination.
- B. Provide thrust restraints for 3-inch and larger exterior water piping joints, hydrants, caps, plugs, fittings, and bends of 22-1/2 degrees or more. Field apply continuous anti-corrosion coating to rodded restraint components. Protect mechanical joints, nuts and bolts from concrete cover. Cover with 8 mil sheet or tube polyethylene material sleeve.
- C. Install interior water piping with drain valves where indicated and at low points of system to allow complete drainage. Install shutoff valves where indicated and at the base of risers to allow isolation of portions of system for repair. Do not install water piping within exterior walls.

3.06 DIELECTRIC UNIONS AND FLANGES

- A. Install dielectric unions or flanges at each point where a copper-to-steel pipe connection is required in domestic water systems.

3.07 UNIONS AND FLANGES

- A. Install a union or flange at each connection to each piece of equipment and at other items which may require removal for maintenance, repair, or replacement. Where a valve is located at a piece of equipment, locate the flange or union connection on the equipment side of the valve. Concealed unions or flanges are not acceptable.

3.08 TESTING AND CLEANING

- A. General:
 - 1. All new piping shall be tested. All piping, interior or exposed, shall be subject to test before being covered with insulation or paint. All piping and appurtenances shall be watertight or airtight and free from visible leaks.
 - 2. All piping shall be flushed or blown out after installation and prior to testing. CONTRACTOR shall provide all necessary piping connections, water, air, test pumping equipment, water meter, bulkheads, valves, pressure gauge and other equipment, materials, and facilities necessary to complete the specified tests, flushing, sterilization. CONTRACTOR shall also provide all temporary sectionalizing devices and vents as required.
 - 3. All new plumbing system piping shall be tested for leaks and defects. Piping being tested shall not leak nor show any loss in test pressure for duration specified.
 - 4. In cases of minor installation and repairs where specified water and/or air test procedures are deemed impractical, CONTRACTOR shall perform alternate testing procedures if acceptable to ENGINEER. Alternate testing procedures for minor installation and repairs may include visual evaluation of installed components by ENGINEER during a simulation of use.
 - 5. The water used for tests shall be obtained from a potable source of supply.

6. Prepare testing reports. If testing is performed in segments, submit separate report for each segment, complete with diagram or clear description of applicable portion of piping. After testing has been accepted for portions thereof, certify in writing the time, date, name, and title of the persons reviewing the test. This shall also include the description of what portion of the system has been accepted. A complete record shall be maintained of all testing that has been accepted and shall be made available at the jobsite. Upon completion of the work, all records and certifications regarding testing shall be submitted to ENGINEER before final payment is made.
7. Verify systems are complete, flushed, and clean prior to testing. Isolate or remove components subject to damage or not rated for test pressure. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. Leave piping uninsulated, uncovered, and unconcealed until it has been tested. Where any portion of piping system must be concealed before completion of entire system, the portion shall be tested separately as specified for the entire system prior to concealment. CONTRACTOR shall expose all untested covered or concealed piping.
8. Gauges used for testing shall have increments as follows:
 - a. Tests requiring a pressure of 10 psi or less shall use a testing gauge having increments of 0.10 psi or less.
 - b. Tests requiring a pressure of greater than 10 psi but less than or equal to 100 psi shall use a testing gauge having increments of 1 psi or less.
 - c. Tests requiring a pressure of greater than 100 psi shall use a testing gauge having increments of 2 psi or less.
9. Separately test above- and belowground piping.
10. Do not introduce test water into piping systems when exposure to freezing temperatures is possible.
11. Do not introduce test water into sections of piping located above existing sensitive areas and/or equipment that may be damaged or contaminated by water leakage. Coordinate with OWNER to determine areas and/or equipment considered as being sensitive.
12. Defective work or material shall be reworked and replaced and test repeated. Repairs shall be made with new materials. Pipe dope, caulking, tape, dresser couplings, etc., shall not be used to correct deficiencies.
13. CONTRACTOR shall be responsible for cleaning up any leakage during flushing, testing, repairing, and disinfecting to the original condition any building parts subjected to spills or leakage.
14. If required for the additional pressure load under test, provide temporary restraints at fittings or expansion joints. Backfill underground pressure mains prior to testing with the exception of thrust restrained valves that may be exposed to isolate potential leaks.
15. For hydrostatic tests, use clean water and remove all air from the piping being tested by means of air vents or loosening of flanges/unions. Measure and record test pressure at the high point in the system.
16. For air or nitrogen tests, gradually increase the pressure to not more than one-half of the test pressure; then increase the pressure in steps of approximately one-tenth of the test pressure until the required test pressure is reached. Examine all joints and connections with a soap bubble solution or equivalent method. System will not be accepted until it can be demonstrated that there is no measurable loss of test pressure during the test period.

B. Domestic Water System:

1. Subject piping system to a hydrostatic pressure of at least 100 pounds per-square-inch gauge, but not less than the operating pressure under which it is to be used. During test period, all pipe, fittings and accessories in the particular piping system that is being tested shall be carefully observed. If leaks are detected, such leaks shall be stopped

and the hydrostatic test shall again be applied. This procedure shall be repeated until no leaks are detected. EXCEPTION: Piping located above sensitive areas and/or equipment that may be damaged or become contaminated due to test water leakage shall be tested with oil-free air in lieu of water.

2. After completion of the testing, all new and/or altered water piping systems shall be thoroughly sterilized with a solution containing not less than 50 parts per million of available chlorine. Do not exceed 150 parts per million at any time. Introduce chlorine into the supply stream at a rate sufficient to provide a uniform concentration throughout the system. All outlets shall be opened and closed several times. When the specified level of chlorine is detected at every outlet in the system, close all valves to prevent release of water from the system for 24 hours. At the completion of the 24-hour disinfection period, test every outlet for a minimum chlorine residual of 50 parts per million. This minimum residual must be present to proceed with flushing. Flush the system with clean water at a sufficient velocity until the residual chlorine detected at every outlet is within 0.2 parts per million or the normal water supply's level.
3. Sufficient samples must be taken no sooner than 24 hours after sterilization and flushing to represent the extent and complexity of the affected water system, along with a control sample to indicate municipal water quality at the time of testing. Send water samples to an accredited and/or certified laboratory to perform qualitative and quantitative bacteriological analysis in accordance with AWWA C651 or in accordance with Plumbing Code. CONTRACTOR shall obtain written certification from the independent testing agency stating that the water samples meet federal and state guidelines for safe drinking water. Failure to fully comply with the above procedures will result in a requirement to repeat the procedure until acceptable results are achieved, at no additional cost to OWNER.
4. Isolate or bypass equipment that would be detrimentally affected by disinfecting solution. Isolate all other sections of the domestic water system not being disinfected to prevent migration of chlorine.
5. Prior to injection of chlorine into the piping system, strategically place signs stating "Heavily Chlorinated Water-Do Not Drink," and protect all outlets to prevent use during disinfection and flushing procedures.
6. A bacteria test may not be necessary for small scale work. However, disinfection is required. Examples of small scale work are less than 20 feet of pipe, replacement and/or installation of a sink, drinking fountain, eyewash, backflow preventer, isolation valve, etc. Disinfect individual parts, fixtures, isolation valves, pipes, etc. by swabbing with full strength bleach (5.25%) or soaking for at least 30 minutes in a 500 ppm chlorine solution. Materials should then be thoroughly rinsed before putting into service.

System	Test Medium	Pressure	Final Test Duration
Belowground Domestic or Nonpotable Water	Water	200 psig	2 hours
Aboveground Domestic or Nonpotable Water	Water	100 psig	8 hours
High Pressure Hot Water	Water	150 psig	8 hours

END OF SECTION

SECTION 22 13 16

SANITARY WASTE AND VENT PIPING

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: All plumbing pipe and pipe fittings for this project within and up to 5 feet from the building foundation wall.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work under this section.

1.02 QUALITY ASSURANCE

- A. Quality assurance shall be in accordance with Section 01 45 00—Quality Control.
- B. Order all copper, cast iron, steel, PVC, and polyethylene pipe with each length marked with the name or trademark of the manufacturer and type of pipe; with each shipping unit marked with the purchase order number, metal or alloy designation, temper, size, and name of supplier.
- C. Any installed material not meeting the specification shall be replaced with material that meets these specifications without additional cost to OWNER.

1.03 SUBMITTALS

- A. Submit under provisions of Section 01 33 00—Submittals.
- B. CONTRACTOR shall provide schedule indicating the ASTM or CISPI specification number of the pipe being proposed along with its type and grade if known at the time of submittal, and sufficient information to indicate the type and rating of fittings for each service.
- C. CONTRACTOR shall provide statement from manufacturer on manufacturer's letterhead that pipe furnished meets the ASTM or CISPI specification contained in this section.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Promptly inspect shipments to review that the material is undamaged and complies with specifications.
- B. Cover pipe to prevent corrosion or deterioration while allowing sufficient ventilation to avoid condensation. Do not store materials directly on grade. Protect pipe, tube, and fitting ends so they are not damaged. Where end caps are provided or specified, take precautions so the caps remain in place. Protect fittings, flanges, and unions by storage inside or by durable, waterproof, aboveground packaging.
- C. Offsite storage agreements will not relieve CONTRACTOR from using proper storage techniques.

- D. Storage and protection methods must allow observation to verify products.

1.05 DESIGN CRITERIA

- A. Use only new material, free of defects, rust, and scale, and meeting the latest revision of ASTM or CISPI specifications as listed in this specification.
- B. Construct all piping for the highest pressures and temperatures in the respective system.
- C. Non-metallic piping will be acceptable only for the services indicated. It will not be acceptable in ventilation plenum spaces, including plenum ceilings.
- D. Where weld fittings or mechanical grooved fittings are used, use only long radius elbows having a centerline radius of 1.5 pipe diameters.

PART 2-PRODUCTS

2.01 SANITARY WASTE AND VENT

- A. Aboveground PVC shall not be used where smoke generation, noise transmission, or physical abuse/durability are an issue.
- B. Interior Above Ground, Gravity: PVC plastic pipe, Schedule 40, Class 12454-B (PVC 1120), ASTM D1785; PVC plastic drain, waste and vent pipe and fittings, ASTM D2665; socket fitting patterns, ASTM D3311; primer, ASTM F656; solvent cement, ASTM D2564.
- C. Interior Above Ground, Pressurized: PVC plastic pipe, Schedule 40, Class 12454, ASTM D1784, ASTM D1785, with solvent cement joints, pressure rated, ASTM D2466, medium or long radius fittings; Primer, ASTM F656; Solvent, ASTM D2564.
- D. Interior Below Ground, Gravity: PVC plastic pipe, Schedule 40, Class 12454-B (PVC 1120), ASTM D1785; PVC plastic drain, waste and vent pipe and fittings, ASTM D2665; socket fitting patterns, ASTM D3311; primer, ASTM F656; solvent cement, ASTM D2564.

PART 3-EXECUTION

3.01 GENERAL

- A. Install pipe and fittings in accordance with reference standards, manufacturers recommendations and recognized industry practices.

3.02 PREPARATION

- A. Cut pipe ends square. Ream ends of piping to remove burrs. Clean scale and dirt from interior and exterior of each section of pipe and fitting prior to assembly.

3.03 ERECTION

- A. Install all piping parallel to building walls and ceilings and at heights which do not obstruct any portion of a window, doorway, stairway, or passageway. Where interferences develop in

the field, offset or reroute piping as required to clear such interferences. Coordinate locations of plumbing piping with piping, ductwork, conduit and equipment of other trades to allow sufficient clearances. In all cases, consult drawings for exact location of pipe spaces, ceiling heights, door and window openings, or other architectural details before installing piping.

- B. Maintain piping in clean condition internally during construction.
- C. Provide clearance for installation of insulation, access to valves and piping specialties.
- D. Provide anchors, expansion joints, swing joints and/or expansion loops so that piping may expand and contract without damage to itself, equipment, or building.
- E. Do not route piping through transformer vaults or above transformers, panelboards, or switchboards, including the required service space for this equipment, unless the piping is serving this equipment.
- F. Install all valves and piping specialties, including items furnished by others, as specified and/or detailed. Provide access to valves and specialties for maintenance. Make connections to all equipment, fixtures and systems installed by others where same requires the piping services indicated in this section.

3.04 THREADED PIPE JOINTS

- A. Use a thread lubricant or teflon tape when making joints; no hard setting pipe thread cement or caulking will be allowed.

3.05 SOLVENT WELDED PIPE JOINTS

- A. Install in accordance with ASTM D2855 "Making Solvent Cemented Joints With PVC Pipe and Fittings". Saw cut piping square and smooth. Tube cutters may be used if they are fitted with wheels designed for use with PVC/CPVC pipe that do not leave a raised bead on pipe exterior. Support and restrain pipe during cutting to prevent nicks and scratches. Bevel ends 10-15 degrees and deburr interior. Remove dust, drips, moisture, grease and other superfluous materials from pipe interior and exterior. Check dry fit of pipe and fittings. Reject materials which are out of round or do not fit within close tolerance. Use heavy body solvent cement for large diameter fittings.
- B. Maintain pipe, fittings, primer, and cement between 40 and 100 degrees during application and curing. Apply primer and solvent using separate daubers (3-inch and smaller piping only) or clean natural bristle brushes about half the size of the pipe diameter. Apply primer to the fitting socket and pipe surface with a scrubbing motion. Check for penetration and reapply as needed to dissolve surface to a depth of 4 to 5 thousandths. Apply solvent cement to the fitting socket and pipe in an amount greater than needed to fill any gap. While both surfaces are wet, insert pipe into socket fitting with a quarter turn to the bottom of the socket. Solvent cement application and insertion must be completed in less than 1 minute. Minimum of 2 installers is required on piping 4 inches and larger. Hold joint for 30 seconds or until set. Reference manufacturer recommendations for initial set time before handling and for full curing time before pressure testing. Cold weather solvent/cement may be utilized only under unusual circumstances and when specifically approved by OWNER.

3.06 PUSH-ON GASKETED PIPE CONNECTIONS

- A. Clean pipe end, bell, gasket seat and gasket of dirt or debris. Coat end of pipe and gasket with gasket lubricant. Pipe shall be supported off the ground so lubricant does not pick up dirt. Push spigot end into gasket bell with levered pipe joining tool recommended by pipe manufacturer. Large diameter exterior mains may be joined by pushing end of pipe section with backhoe against wood blocking over pipe end. Insert to fully seated position or to reference mark on pipe.

3.07 SANITARY WASTE AND VENT

- A. Verify invert elevations and building elevations prior to installation. Install exterior piping pitched to drain at indicated elevations and slope. Install interior piping pitched to drain at minimum slope of 1/4-inch per foot where possible and in no case less than 1/8-inch per foot for piping 3 inches and larger.
- B. Install exterior piping below predicted frost level and not less than 5-foot bury depth to top of pipe wherever possible. Where piping is located above predicted frost level, provide frost protection in accordance with IPC.
- C. Flush piping inlets (floor drains, hub drains, mop basins, fixtures, etc.) with high flow of water at completion of project to demonstrate full flow capacity. Remove blockages and make necessary repairs where flow is found to be impeded.

3.08 PIPING SYSTEM LEAK TESTS

- A. Drainage and Vent System:
 - 1. Subject gravity drainage and vent piping and joints to a test pressure and duration as outlined in the schedule at the end of this section. If, at end of indicated test duration, the level of the water has been lowered by leakage, the leaks must be found and stopped and the water level shall again be raised to the level described and the test repeated until, after another test duration period, there shall be no perceptible lowering of the water level in the system being tested.
 - 2. Piping located above sensitive areas and/or equipment that may be damaged or become contaminated because of test water leakage shall be tested with air. Air test may also be performed when allowed by ENGINEER. Isolate the test section from all other sections and slowly fill pipe with oil-free air until there is a uniform gauge pressure of 5 pounds per square inch. The air pressure shall be regulated to prevent the pressure inside the pipe from exceeding 5.0 psig. This pressure shall be held for a test period of at least 15 minutes. Any adjustments to the test pressure required because of changes in ambient temperature or the seating of gaskets shall be made prior to the beginning of the test period.
 - 3. Should the completion of these tests leave any reasonable question of a doubt relative to the integrity of the installation, additional tests or measures shall be performed to demonstrate the reliability of these systems to ENGINEER.
 - 4. Test plugs must extend outside the end of pipe to provide a visible indication for removal after the test has been completed.
 - 5. Each floor drain P-trap that has successfully passed pressure testing shall be proven clean and free of debris as follows:
 - a. A request shall be submitted to OWNER, identifying the quantity and location of drain(s) to be observed.

- b. Vacuum out each floor drain P-trap. An observation of the trap shall be performed to verify that the trap is debris free.
 - c. Perform a free-flowing test by pouring two 5-gallon buckets of water down the floor drain.
 - d. After confirming that the floor drain trap is clean and free of debris, review that the trap is filled with water.
 - e. At the discretion of ENGINEER, an observation of the trap using a sewer scope may be required in addition to, or in lieu of, a vacuum procedure.
 - 6. OWNER may require that any portion of the drainage, waste, and vent systems installed be proven undamaged, clean and free of debris. Verification of the interior condition of piping shall be accomplished using a sewer scope or other method as acceptable to ENGINEER.
- B. Isolate or remove components from system which are not rated for test pressure. Perform final testing for medical and lab gas with all system components in place. Test piping in sections or entire system as required by sequence of construction. Do not insulate or conceal pipe until it has been successfully tested.
- C. If required for the additional pressure load under test, provide temporary restraints at fittings or expansion joints.
- D. For hydrostatic tests, use clean water and remove all air from the piping being tested by means of air vents or loosening of flanges/unions. Measure and record test pressure at the high point in the system.
- E. Inspect system for leaks. Where leaks occur, repair the area with new materials and repeat the test; caulking will not be acceptable.
- F. Entire test shall be witnessed by OWNER or ENGINEER.

	Test	Final Test	
System	Medium	Pressure	Duration
Sanitary Waste and Vent	Water	10 feet water	2 hours
Pressurized Sanitary Waste and Vent	Water	100 psig	2 hours

END OF SECTION

SECTION 22 13 19

SANITARY WASTE PIPING SPECIALTIES

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: This section includes specifications for floor drains, roof drains, cleanouts, hub drains, and other miscellaneous plumbing specialties.
- B. Related Sections and Divisions: Applicable provisions of Division 01 govern work under this section.

1.02 REFERENCES

- A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.
- B. All materials, installation and workmanship shall comply with the applicable requirements and standards addressed within the following references.

1.03 QUALITY ASSURANCE

- A. All equipment or components of this specification section shall meet or exceed the requirements and quality of the items herein specified, or as denoted on the drawings.
- B. Equipment provider shall be responsible for providing certified equipment start-up and, when noted, an in the field certified training session. New start-up shall be for the purpose of determining alignment, lubrication, voltage, and amperage readings. New start-up shall confirm all proper electrical connections and discharge and suction gauge readings. A copy of the start-up report shall be made and sent to both CONTRACTOR and to ENGINEER.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01 33 00—Submittals.
- B. Include data concerning dimensions, required clearances, capacities, materials of construction, ratings, weights, manufacturer's installation requirements, manufacturer's performance limitations, and appropriate identification.
- C. Submittals for motors associated with equipment specified in this section shall include data sheets from the motor manufacturer. Data sheets from the equipment manufacturer or supplier are not acceptable.
- D. Submit manufacturer's installation instructions.
- E. Submittals must be specific to this project. Generic submittals will not be accepted.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site in such a manner as to protect the materials from shipping and handling damage. Provide materials on factory provided shipping skids and lifting lugs, if required for handling.
- B. Materials that could be damaged by the elements should be packaged in such a manner that they could withstand short-term exposure to the elements during transportation.
- C. Store materials in a clean, dry place and protect from weather and construction traffic. Handle carefully to avoid damage.
- D. Use all means necessary to protect equipment before, during, and after installation.
- E. All scratched, dented, and otherwise damaged units shall be repaired or replaced at no additional cost to OWNER.

1.06 OPERATION AND MAINTENANCE DATA

- A. Include installation instructions, assembly views, lubrication instructions, recommended maintenance schedule and activities.
- B. Include replacement and spare parts lists.

1.07 WARRANTY

- A. Standard Two-Year Warranty: Unless otherwise stated below, manufacturer shall warrant the equipment to be free from defects in material and workmanship for a period of two years from the earlier of either the date established for partial utilization in accordance with GC15.03 and 15.04, as modified in the Supplementary Conditions, or Substantial Completion of the project.

PART 2-PRODUCTS

2.01 FLOOR DRAINS (FD)

- A. All floor drains shall be furnished and installed with all options and accessories required for a leak-free installation within the particular construction in which they are to be mounted.
- B. FD-1: Floor drains in unfinished areas for piping 4 inches and under shall be Zurn ZN-550, Wade 1100-AX, or Josam 30900-9AD, and for piping larger than 4 inches Zurn ZN-505, Wade W-1240-1, or Josam 32200-1. Provide nickel bronze grate.
- C. FD-2: Stainless Steel Floor Drains: Floor drains where noted on Drawings shall be Kusel, KE-100, Jay R. Smith 9635-SRF, or AWI Manufacturing. Floor drain shall be 316 stainless steel with perforated-style basket strainer. Provide minimum 4-inch, no hub, Schedule 40 outlet, and standard industrial finish polished plate and solid cover.
- D. Each drain shall be provided with a trap. A minimum of one cleanout shall be provided for each single or common leader.

- E. Elevated floor drains above lower floor levels shall be installed with membrane flashing clamp to prevent water leakage to lower level. Install per manufacturer's recommendations.

2.02 TRAP GUARDS

- A. Manufacturer: ProSet Systems Trap Guard, Jay R. Smith Quad Close, Sure Seal or approved equal.
- B. Flexible elastomeric PVC construction diaphragm trap guard for installation in new floor drains, and hub drains. Trap guard to prevent trap evaporation and waste backflow. Size as applicable to the drain outlet size, up to 4-inch size.

2.03 HUB DRAINS

- A. Provide Kusel Equipment, AWI Manufacturing, or Jay R. Smith 304 stainless steel hub drain. Drain shall consist of fully welded components. Portions of drain visible in final installation shall be blasted clean to remove discoloration and provide a uniform finished appearance. All pipe shall be sourced from the United States. Pipe thickness shall be Schedule 40.

2.04 CLEANOUTS

- A. Manufacturers shall be Zurn, Wade, Jay R. Smith, Josam, or Kusel.
- B. Each cleanout shall be gas- and watertight.
- C. Cleanouts that are elevated shall include a membrane flashing flange to prevent leakage to the lower floor.
- D. Interior concrete floor areas: Enameled cast iron body with round or square adjustable scoriated polished nickel bronze cover, tapered threaded ABS closure plug. Zurn ZN-1400.
- E. Interior Horizontal Lines: PVC closure plug, or no-hub coupling and blind plug.
- F. Interior Classified Floor Areas: All Type 304 stainless steel cleanout body and plug with O-ring seal. Provide NSF certification with a load classification of Extra Heavy Duty based on ASME A112.36.2M with a load rating of between 7,500 and 10,000 lbs. ZURN Z1745, Kusel KEC Series, or equal.

2.05 ROOF DRAINS

- A. Roof drains shall be furnished and installed with all options and accessories required for a waterproof installation within the particular construction in which they are mounted.
- B. Roof drains shall be Zurn ZC-100, Wade W-3000, or Josam 21500. Drain shall include underdeck flashing clamp ring, adjustable extension, and gravel stop. All components, including dome, shall be made of cast iron.
- C. Provide roof drain leader and downspout of same size as roof drain or larger if required by code.
- D. All roof drain domes shall be cast iron.

2.06 SAFINGS

- A. Manufacturers: Noble, Oatey, or equal.
- B. Chlorinated polyethylene sheeting, 40 mils thick, ASTM D4068, joined with CPE solvent; or 3 lb./sq. ft. sheet lead.

PART 3—EXECUTION

3.01 INSTALLATION

- A. Coordinate location and setting of plumbing specialties with adjacent construction. Install in accordance with manufacturers recommendations.
- B. Set floor drains, roof drains, and cleanouts level and plumb adjusted to finished floor elevation, roof elevation or finished wall location. Locate where serviceable. Allow minimum of 18 inches clearance around cleanouts for rodding. Lubricate threaded cleanout plugs with graphite and oil, teflon tape or waterproof grease.
- C. Trap guards shall be provided as indicated on the drawings.
- D. Install safig at floor drains above grade. Extend 12 inches beyond drains in all directions. Install on concrete floor that is smooth and free of debris. Seal all joints and connect to drain body clamp. Safing is subject to standing water leak test. (Note: spray-on and brush applied liquid safing is not acceptable).

END OF SECTION

SECTION 22 13 29

SUBMERSIBLE PUMPS

PART 1—GENERAL

1.01 SUMMARY

- A. Work Included: The following pumping systems and associated accessories: Sump pumps.
- B. Related Sections and Divisions: Applicable provisions of Division 01 govern work under this section.

1.02 REFERENCES

- A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.
- B. All materials, installation and workmanship shall comply with the applicable requirements and standards addressed within this specification.

1.03 QUALITY ASSURANCE

- A. All equipment or components of this specification section shall meet or exceed the requirements and quality of the items herein specified, or as denoted on the drawings.
- B. Equipment provider shall be responsible for providing certified equipment start-up and, when noted, an in the field certified training session. New start-up shall be for the purpose of determining alignment, lubrication, voltage, and amperage readings. Proper electrical connections, pump rotation, and discharge and suction gauge readings shall be provided in start-up report. A copy of the start-up report shall be made and sent to both CONTRACTOR and to ENGINEER.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01 33 00—Submittals.
- B. Include data concerning dimensions, required clearances, capacities, materials of construction, ratings, weights, manufacturer's installation requirements, manufacturer's performance limitations, and appropriate identification.
- C. Submittals for motors associated with equipment specified in this section shall include data sheets from the motor manufacturer. Data sheets from the equipment manufacturer or supplier are not acceptable.
- D. Submit manufacturer's installation instructions.
- E. Submittals must be specific to this project. Generic submittals will not be accepted.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the site in such a manner as to protect the materials from shipping and handling damage. Provide materials on factory provided shipping skids and lifting lugs, if required for handling.
- B. Materials that could be damaged by the elements should be packaged in such a manner that they could withstand short-term exposure to the elements during transportation.
- C. Store materials in a clean, dry place and protect from weather and construction traffic. Handle carefully to avoid damage.
- D. Use all means necessary to protect equipment before, during, and after installation.
- E. All scratched, dented, and otherwise damaged units shall be repaired or replaced at no additional cost to OWNER.

1.06 OPERATION AND MAINTENANCE DATA

- A. Include installation instructions, assembly views, lubrication instructions, recommended maintenance schedule and activities.
- B. Include replacement and spare parts lists.

1.07 WARRANTY

- A. Standard Two-Year Warranty: Unless otherwise stated below, manufacturer shall warrant the equipment to be free from defects in material and workmanship for a period of two years from the earlier of either the date established for partial utilization in accordance with GC15.03 and 15.04, as modified in the Supplementary Conditions, or Substantial Completion of the project.

PART 2-PRODUCTS

2.01 PLUMBING EQUIPMENT

- A. Sump Pumps:
 - 1. Manufacturers: Submersible sump pump(s) shall be manufactured by Hydromatic (H), Myers (M), PACO (P), Zoeller (Z), or equal. Furnish and install complete sump pump system(s) as shown on the drawings and specified herein. The complete system shall include pumps, electric controls, level controls, and all accessories.
 - 2. Schedule:

Pump No.	Model No.	Capacity (gpm)	TD H (ft)	Discharge Diameter	RPM	Voltage	Phase	HP	Location
SP-8615-01	MSK100	50	29	2 inches	1,750	460	3	.5	Pump Rm
SP-8615-02	MSK100	50	29	2 inches	1,750	460	3	.5	Pump Rm

- 3. Type: Submersible pumps shall be constructed of epoxy-coated cast iron shell, cast iron volute, two-vane enclosed semiopen or recessed vortex nonclog cast iron pump.

Impeller shall be bronze with a stainless steel shaft and stainless steel fasteners and have upper and lower ball bearings. Pump shall be oil-lubricated or factory-sealed grease lubricated with a ceramic mechanical seal. Pump shall be capable of passing 1 1/2-inch solids.

4. Motors: The motor shall be submersible-type, ball-bearing design, and oil-filled with built-in thermal overload protection sized for nonoverloading over the entire pump curve. Motor housing shall be filled with dielectric pure, clean insulating oil. Motor shall have precision mechanical seal to prevent leakage into the housing. Seal faces shall be carbon and ceramic, super lapped for long leakproof life. Power cord and float switch cords shall be provided in lengths adequate to reach the control panel as provided by pump manufacturer. Pump motor shall be nonoverloading over the entire curve.
5. Controls:
 - a. Electrical components specified within this section shall be provided in accordance with Division 26–Electrical Specifications. All electrical equipment and controls specified to be furnished with the equipment shall comply with the requirements of Division 26.
 - b. Control Panel: A control panel with controls as indicated below shall be furnished. The control panel shall include combination starters for each pump, circuit breakers for each pump, H-O-A switches, green “Run,” and red “Fail” push-to-test indicating lights for each pump, elapsed time meters, red “HWL” push-to-test indicating light, and a duplex alternator. The alternator shall have a three-position selector switch to select either pump as the lead pump or auto alternation of the two pumps. Provide red beacon and horn.
 - c. Auxiliary Contact(s): There shall be an auxiliary contact from the HWL alarm signal for remote indication at the SCADA.
 - d. Float(s): Level sensing shall be by mercury-free float switches, one each for pump ON, one for common pumps OFF, and one for HWL alarm at each station provided. Float switches shall be wired intrinsically safe.
6. Accessories:
 - a. Rails: Dual stainless steel liftout guide rails with stainless steel wall, pump and sump brackets. Provide bronze and neoprene quick-disconnect fitting and corrosion-proof pull chain or cable.
 - b. Sump Cover: Cover shall be as indicated on Drawings.
 - c. Piping: Provide dual check valves, full port ball valves, union or flange for each pump discharge, and flexible connectors.

PART 3–EXECUTION

3.01 INSTALLATION

- A. Plumbing system shall be installed in accordance with local plumbing requirements and applicable portions of the 2018 International Plumbing Code. Where requirements conflict, the stricter standard shall apply.
- B. Install all piping, conduit, and accessories to permit access to equipment for maintenance. Coordinate the exact location of wall and ceiling access panels and doors with the general contractor, making sure that access is available for all equipment and specialties. Where access is required in plaster walls or ceilings, furnish the access doors to the general contractor.

- C. CONTRACTOR shall identify piping, valves, and outlets in accordance with Division 09 and Section 20 05 53—Identification for Plumbing and HVAC Piping and Equipment.
- D. Install plumbing equipment where indicated in accordance with manufacturer's recommendations. Coordinate equipment location with piping, ductwork, conduit, and equipment of other trades to allow sufficient clearances. Locate equipment and arrange plumbing piping to provide access space for servicing all components.
- E. Startup and test equipment, adjusting operating and safety controls for proper operation.
- F. Lubricate pumps before start-up. Adjust pumps for rated flow. Clean and blow down strainers after 8 hours of operation. Remove suction diffuser strainers after initial system flushing and cleaning. Turn over to OWNER.
- G. Install pumps in accordance with manufacturer's instructions. Set level and plumb.
- H. Test fixtures to demonstrate proper operation. Replace malfunctioning units or components.
- I. Provide isolation valves at plumbing equipment.

3.02 TESTING AND CLEANING

- A. General:
 - 1. The water used for tests shall be obtained from a potable source of supply.
 - 2. Prepare testing reports. If testing is performed in segments, submit separate report for each segment, complete with diagram or clear description of applicable portion of piping. After testing has been accepted for portions thereof, certify in writing the time, date, name, and title of the persons reviewing the test. This shall also include the description of what portion of the system has been accepted. A complete record shall be maintained of all testing that has been accepted and shall be made available at the jobsite. Upon completion of the work, all records and certifications regarding testing shall be submitted to ENGINEER before final payment is made.
 - 3. Gauges used for testing shall have increments as follows:
 - a. Tests requiring a pressure of 10 psi or less shall use a testing gauge having increments of 0.10 psi or less.
 - b. Tests requiring a pressure of greater than 10 psi but less than or equal to 100 psi shall use a testing gauge having increments of 1 psi or less.
 - c. Tests requiring a pressure of greater than 100 psi shall use a testing gauge having increments of 2 psi or less.
 - 4. Defective work or material shall be reworked and replaced and test repeated. Repairs shall be made with new materials. Pipe dope, caulking, tape, dresser couplings, etc., shall not be used to correct deficiencies.
 - 5. For hydrostatic tests, use clean water and remove all air from the piping being tested by means of air vents or loosening of flanges/unions. Measure and record test pressure at the high point in the system.

END OF SECTION

SECTION 22 14 00

FACILITY STORM DRAINAGE PIPING

PART 1–GENERAL

1.01 SUMMARY

- A. Scope: All pipe, fittings, and appurtenances for storm water and subsoil drainage within and to 5 feet beyond building perimeter.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work under this section.

1.02 SUBMITTALS

- A. See Section 01 33 00–Submittals for shop drawing submittal procedures.

1.03 DESIGN CRITERIA

- A. Use only new material, free of defects, rust and scale, and meeting the latest revision of ASTM, AWWA or CISPI specifications as listed in this specification.
- B. Construct all piping for the highest pressures and temperatures in the respective system.
- C. Where weld fittings or mechanical grooved fittings are used, use only long radius elbows having a centerline radius of 1.5 pipe diameters.

PART 2–PRODUCTS

2.01 STORM AND CLEARWATER WASTE AND VENT

- A. Interior Above Ground: PVC plastic pipe, Schedule 40, Class 12454 (PVC 1120), ASTM D1785; PVC plastic drain, waste and vent pipe and fittings, ASTM D2665; fitting patterns, ASTM D3311; primer, ASTM F656; solvent cement, ASTM D2564.

PART 3–EXECUTION

3.01 GENERAL

- A. Install pipe and fittings in accordance with reference standards, manufacturers recommendations and recognized industry practices.

3.02 PREPARATION

- A. Cut pipe ends square. Ream ends of piping to remove burrs. Clean scale and dirt from interior and exterior of each section of pipe and fitting prior to assembly.

3.03 ERECTION

- A. Install all piping parallel to building walls and ceilings and at heights which do not obstruct any portion of a window, doorway, stairway, or passageway. Where interferences develop in the field, offset or reroute piping as required to clear such interferences. Coordinate locations of plumbing piping with piping, ductwork, conduit and equipment of other trades to allow sufficient clearances. In all cases, consult drawings for exact location of pipe spaces, ceiling heights, door and window openings, or other architectural details before installing piping.
- B. Where copper or steel piping is embedded in masonry or concrete, provide protective sleeve covering of elastomeric pipe insulation.
- C. Install underground warning tape 6-inch to 12-inch below finished grade above all exterior below ground piping. Where existing underground warning tape is encountered, repair and replace.
- D. Maintain piping in clean condition internally during construction.
- E. Provide clearance for installation of insulation, access to valves and piping specialties.
- F. Do not route piping through transformer vaults or above transformers, panelboards, or switchboards, including the required service space for this equipment, unless the piping is serving this equipment.
- G. Install all valves and piping specialties, including items furnished by others, as specified and/or detailed. Provide access to valves and specialties for maintenance. Make connections to all equipment, fixtures and systems installed by others where same requires the piping services indicated in this section.

3.04 THREADED PIPE JOINTS

- A. Use a thread lubricant or teflon tape when making joints; no hard setting pipe thread cement or caulking will be allowed.

3.05 SOLVENT WELDED PIPE JOINTS

- A. Install in accordance with ASTM D2855 "Making Solvent Cemented Joints With PVC Pipe and Fittings." Saw cut piping square and smooth. Tube cutters may be used if they are fitted with wheels designed for use with PVC/CPVC pipe that do not leave a raised bead on pipe exterior. Support and restrain pipe during cutting to prevent nicks and scratches. Bevel ends 10-15 degrees and deburr interior. Remove dust, drips, moisture, grease and other superfluous materials from pipe interior and exterior. Check dry fit of pipe and fittings. Reject materials which are out of round or do not fit within close tolerance. Use heavy body solvent cement for large diameter fittings.
- B. Maintain pipe, fittings, primer and cement between 40 and 100 degrees during application and curing. Apply primer and solvent using separate daubers (3 inches and smaller piping only) or clean natural bristle brushes about one-half the size of the pipe diameter. Apply primer to the fitting socket and pipe surface with a scrubbing motion. Check for penetration and reapply as needed to dissolve surface to a depth of 4 to 5 thousandths. Apply solvent cement to the fitting socket and pipe in an amount greater than needed to fill any gap. While both surfaces are wet, insert pipe into socket fitting with a quarter turn to the bottom of the

socket. Solvent cement application and insertion must be completed in less than 1 minute. Minimum of two installers is required on piping 4 inches and larger. Hold joint for 30 seconds or until set. Reference manufacturers recommendations for initial set time before handling and for full curing time before pressure testing. Cold weather solvent/cement may be utilized only under unusual circumstances and when specifically approved by ENGINEER.

3.06 STORM AND CLEARWATER WASTE AND VENT

- A. Verify invert elevations and building elevations prior to installation. Install exterior piping pitched to drain at indicated elevations and slope. Install interior piping pitched to drain at minimum slope of 1/8 inch per foot where possible and in no case less than 1/16 inch per foot for piping 3 inches and larger.
- B. Install exterior piping below predicted frost level and not less than 5-foot bury depth to top of pipe wherever possible. Where piping is located above predicted frost level, provide frost protection.

3.07 PIPING SYSTEM LEAK TESTS

- A. Isolate or remove components from system which are not rated for test pressure. Test piping in sections or entire system as required by sequence of construction. Do not insulate or conceal pipe until it has been successfully tested.
- B. If required for the additional pressure load under test, provide temporary restraints at fittings or expansion joints.
- C. Inspect system for leaks. Where leaks occur, repair the area with new materials and repeat the test; caulking will not be acceptable.
- D. Entire test must be witnessed by OWNER and ENGINEER. All pressure tests are to be documented on forms to be provided to CONTRACTOR.

System	Test Medium	Final Test	
		Pressure	Duration
Storm And Clearwater Waste	Water	10' Water	2 Hr

END OF SECTION

SECTION 22 30 00
PLUMBING EQUIPMENT

PART 1—GENERAL

1.01 SCOPE

- A. This section includes specifications for water heaters and other equipment used for plumbing applications.
- B. Related Sections and Division: Applicable provisions of Division 01 shall govern work under this section.

1.02 QUALITY ASSURANCE

- A. Field inspection and testing to be performed under provisions of Section 01 45 00—Quality Control.
- B. Inspect completed installation for physical damage.

1.03 SHOP DRAWINGS

- A. Submit under provisions of Section 01 33 00—Submittals. Included in submittals shall be detailed control wiring diagrams that show logic circuits for the unit, as well as all external connections.

PART 2—PRODUCTS

2.01 WATER HEATERS

- A. Electric Instantaneous Water Heater (IWH-8615-01):
 - 1. Manufacturers: Eemax (E), or equal.
 - 2. Type: Wall-mounted, tankless, UL listed, instantaneous electric water heater with digital microprocessing temperature control capable of maintaining outlet temperature of one degree accuracy, LED temperature display, 150 psig pressure rating, and capable of supplying multiple lavatories. Model E AM005240T.
 - 3. Performance:
 - a. Storage: None.
 - b. Input: 208-volt, 17-amp, single-phase, 3.6 kW.
 - c. Minimum recovery rate: 49-degree temperature rise at 0.5 gpm.
 - 4. Element shall be replaceable cartridge insert nickel chrome material.
 - 5. Accessories:
 - a. Provide Watts LFTWH, or equal, tankless water heater service valve. Pipe service, shutoff, drain, and relief valves in accordance with manufacturer's recommendations. Service valve installation shall include provisions for water heater purge and vinegar wash. Hot side: Watts LFTWH-UT/UTS-H-RV, or equal. Cold side: Watts LFTWH-UT/UTS-C, or equal.
 - b. Set pressure relief valves in accordance with local regulations.

- B. Electric Instantaneous Water Heater (IWH-8615-02):
 - 1. Manufacturers: Eemax (E), or equal.
 - 2. Type: Wall-mounted, tankless, UL listed, instantaneous electric water heater with digital microprocessing temperature control capable of maintaining outlet temperature of one degree accuracy, LED temperature display, 150 psig pressure rating, and capable of supplying multiple lavatories. Model E AM007240T.
 - 3. Performance:
 - a. Storage: None.
 - b. Input: 208-volt, 24-amp, single-phase, 5 kW.
 - c. Minimum recovery rate: 68-degree temperature rise at 0.5 gpm.
 - 4. Element shall be replaceable cartridge insert nickel chrome material.
 - 5. Accessories:
 - a. Provide Watts LFTWH, or equal, tankless water heater service valve. Pipe service, shutoff, drain, and relief valves in accordance with manufacturer's recommendations. Service valve installation shall include provisions for water heater purge and vinegar wash. Hot side: Watts LFTWH-UT/UTS-H-RV, or equal. Cold side: Watts LFTWH-UT/UTS-C, or equal.
 - b. Set pressure relief valves in accordance with local regulations.

PART 3-EXECUTION

3.01 INSTALLATION

- A. Install plumbing equipment where indicated in accordance with manufacturer's recommendations. Coordinate equipment location with piping, ductwork, conduit and equipment of other trades to allow sufficient clearances. Locate equipment and arrange plumbing piping to provide access space for servicing all components.
- B. Adjust and level equipment.
- C. Connect equipment to water and drain piping using unions or flanges and isolation valves.
- D. Size temperature and relief valves per CSA ratings. Pipe temperature and pressure relief valves to floor drain or floor as indicated.
- E. Startup and test equipment adjusting operating and safety controls for proper operation.
- F. Provide isolation valves at plumbing equipment.

END OF SECTION

SECTION 22 37 00

HOT WATER PRESSURE WASHER

PART 1-GENERAL

1.01 SUMMARY

- A. Work Included: This section includes furnishing, installing, and placing into successful operation a high-pressure hot water washer system and associated appurtenances. The washer system and appurtenances shall be furnished by the same supplier.
- B. Related Sections and Divisions: Applicable provisions of Division 01 shall govern work in this section.

1.02 SYSTEM DESCRIPTION

- A. Design Requirements: System shall be designed to accept water and pressurize the water to 1,500 psig, minimum, 115°F temperature rise, minimum.
- B. Performance Requirements: System shall deliver 4 gpm minimum, at a pressure of 1,500 psig minimum. System shall be capable of cleaning dirt, oil, and grease completely from metal surfaces without damaging the finish painting.

1.03 SUBMITTALS

- A. Submit product data under provisions of Section 01 33 00–Submittals.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products in accordance with manufacturer's recommendations and Section 01 60 00–Materials and Equipment.

1.05 WARRANTY

- A. Standard Two-Year Warranty: Unless otherwise stated below, manufacturer shall warrant the equipment to be free from defects in material and workmanship for a period of two years from the earlier of either the date established for partial utilization in accordance with GC15.03 and 15.04, as modified in the Supplementary Conditions, or Substantial Completion of the project.

PART 2-PRODUCTS

2.01 MANUFACTURERS

- A. The hot water pressure washing system and appurtenances shall be as manufactured by Hotsy Cleaning Systems, Inc., Englewood, Colorado, or equal.
- B. The Drawings and Specifications were prepared based on Hotsy Cleaning Systems, Inc. model 945N washer and appurtenances. CONTRACTOR shall include in the Bid and shall be responsible for the cost of any changes to accommodate other equipment including, but

not limited to, structural, mechanical, and electrical work. CONTRACTOR shall also pay any additional costs necessary for revisions of drawings and/or specifications by ENGINEER.

2.02 HOT WATER PRESSURE WASHER

A. Components:

1. Frame: Construction shall be heavy gauge steel, angle-iron framing type. Unit shall have dimensions of 56 inches by 29 inches by 50 inches (L by W by H) maximum.
2. Pump:
 - a. Pump shall be Hawk triplex positive-displacement pump with ceramic plungers, brass manifold, and oil-bath crankcase.
 - b. Pump shall be capable of accepting 4 gpm of water and delivering the water at 2,000 psig, minimum at the application point.
 - c. Provide a 8-horsepower, 460-volt, three-phase, 60-Hertz, open dripproof electric motor.
3. Water Heater:
 - a. Heater shall be natural gas fired with a minimum capacity of 338,000 btu/hr.
 - b. Heater shall be capable of heating water from 50°F to 140°F with minimal pressure loss.
 - c. Gas controls shall be AGA listed. Heater shall feature a ring-type burner with aspirating spuds. In addition, the unit shall be equipped with an electronic spark ignition kit.
4. Heating Coil:
 - a. Provide Schedule 80, ASTM A53 close-coiling pipe. Unit shall be hydrostatically pressure tested to the manufacturer's prescribed burst pressure.
 - b. Heating coil shall be sheathed in a full-length sheet metal wrap.
 - c. Equip heating coil with an independently welded heat-retention baffle plate.
5. Float Tank: Provide a removable polyethylene float tank with an approved air gap or vacuum breaker connection as allowed by International Plumbing Code.
6. Power Dampener: Provide a power dampener suitable for vertical venting. Vent piping shall be class A, double wall, 8-inch galvanized steel as specified by the manufacturer.
7. Draft Diverter: Provide a draft diverter on the system exhaust piping to prevent freezing of the coils during shutdown.
8. Piping and Appurtenances:
 - a. Provide all necessary high pressure couplings, fitting, valves, and accessories as required for a complete installation as specified herein and as shown on the drawings.
 - b. Valves, fitting, and couplings shall be rated for 5,000 psi, minimum, and shall be schedule 80 stainless steel.
 - c. All valves, fitting, and couplings shall have screw-type connections to MNPT standards.
 - d. All valves, fitting, and couplings shall be rated for 300°F minimum.

B. Accessories:

1. Wand Assembly: Provide a trigger gun control with cool grip and heavy-duty dual lance wand with insulated grips. Provide a stainless steel holster to store the wand assembly when not in use. Stainless steel holster shall be mounted on the Odor Control Room wall at OWNER'S discretion. Provide a 0 degree, 15 degrees, and 40 degrees stainless steel/color coded nozzle. CONTRACTOR shall supply a nozzle cabinet to be installed in the Odor Control Room.
2. Hose: Provide a minimum of 50 feet of 3/8-inch, wire-braided, 3,000 psig working pressure rated hose. Hose shall have a burst pressure at least four times working

pressure, and be oil- and chemical-resistant. Provide swivel fittings and hose guards on both ends. In addition, provide a Strahman model HR-100 hose rack with mounting accessories. Hose rack shall be capable of storing a maximum of 150 feet of 3/8-inch pressure wash hose.

3. Provide in-line thermometer for water temperature measurement.
4. Provide pressure gauge in system outlet piping with 0 to 3,000 psig measurement and a 4 1/2-inch dial face.
5. Unit shall have safety pressure relief valve and high/low pressure switch per manufacturer's recommendations.

2.03 CONTROLS

- A. Adjustable temperature controller: Provide an adjustable temperature controller on the system to adjust the water discharge temperature.
- B. Time Delay Shutdown: Provide a time delay shutdown that will shut down the system after approximately 4 minutes to prevent damage to the system.

2.04 FINISHES

- A. It is the intent of these specifications that equipment, support and accessories be furnished shop-primed and factory-finished painted. Equipment and appurtenances shall be prepared in accordance with commercial grade SSPC specifications No. 6. Priming and finish painting shall be as recommended by manufacturer. Touch-up paint shall be provided by manufacturer.

PART 3-EXECUTION

3.01 GENERAL

- A. Refer to requirements specified in Division 01 for field installation, testing, quality assurance, and start-up.

3.02 EQUIPMENT INSTALLATION AND COORDINATION

- A. Gas Service: CONTRACTOR is responsible for field verifying the natural gas system supply pressure to the hot water pressure washer. CONTRACTOR shall include in their Bid the cost of regulating the system pressure to correspond with the manufacturer's requirements.

END OF SECTION

SECTION 22 42 00

COMMERCIAL PLUMBING FIXTURES

PART 1—GENERAL

1.01 SCOPE

- A. This section includes specifications for plumbing fixtures, faucets and trim.

1.02 REFERENCE

- A. Applicable provisions of Division 01 shall govern work under this section.

1.03 QUALITY ASSURANCE

- A. Substitution of Materials: Refer to Section GC—General Conditions of the Contract, Equals and Substitutions.

1.04 SHOP DRAWINGS

- A. Include data concerning sizes, utility sizes, rough in-dimensions, capacities, materials of construction, ratings, weights, trim, finishes, manufacturer's installation requirements, manufacturer's performance limitations, and appropriate identification.

1.05 ENERGY EFFICIENCY REQUIREMENTS

- A. Plumbing fixtures must meet the following maximum water usage requirements which are based upon Federal Energy Management Program (FEMP) performance requirements.
 - 1. Lavatory Faucets: Flow of 2 gpm or less and .25 gallon per cycle or less (based on inlet pressure of 60 psi.)
 - 2. Water Closet Flush Valves: 1.6 gallons per flush or less.

PART 2—PRODUCTS

2.01 PLUMBING FIXTURES

- A. Manufacturers: Fixture descriptions establish fixture type, quality, materials, features and size. Products of the following manufacturers determined to be equal by ENGINEER will be accepted.
 - 1. Water Closets: American Standard, Kohler, Zurn.
 - 2. Water Closet Seats: Bemis, Beneke, Centoco, Olsonite Sperzel.
 - 3. Lavatories: American Standard, Kohler, Zurn.
 - 4. Faucets: Chicago Faucet, Kohler, or Zurn.
- B. Water Closet (WC-1): Wall hung back outlet white vitreous china siphon jet water closet with elongated bowl, 1 1/2-inch top spud, 2 1/4-inch passageway and 1.6-gallon flush. Flush valve handle 22 inches above rim.
 - 1. Fixture: Kohler Kingston K-4330.

2. Flush Valve: Sloan Royal 116-1.5-YK.
 3. Seat: Bemis 1655-SS/C white solid plastic open front seat.
- C. Lavatories (L-1): K-2030 (20-inch by 18-inch), A 0356.015, wall-hung with pop-up drain, supplies, and cast iron hanger. Faucet: Provide ADA-approved, Chicago Faucet 2200-4E2805 ABCP, or equal, with 0.5 gpm vandalproof nonaerating spray, polished chrome-plated solid brass construction, and temperature limit stop.
- D. Service Sinks (SS-1): Floor-mounted, stainless steel, single-compartment sink with stainless steel legs. Secure to floor.
1. Fixture: Elkay SS18242.
 2. Faucet: Chicago Faucet No. 540-ABCP.
 3. Trap: 1 1/2-inch by 1 1/2-inch 17 ga. cast brass trap and tubular wall bend, with tailpiece.

PART 3-EXECUTION

3.01 INSTALLATION

- A. Install plumbing fixtures in accordance with manufacturer's instructions. Set level and plumb. Secure in place to counters, floors and walls providing solid bearing and secure mounting. Bolt fixture carriers to floor and wall. Secure rough-in fixture piping to prevent movement of exposed piping.
- B. Install each fixture with trap easily removable for servicing and cleaning. Install fixture stops in readily accessible location for servicing.
- C. Install barrier free fixtures in compliance with IBC 1108 and 3408, COMM 52, 69 and Federal ADA Accessibility Guidelines. Install barrier free lavatory traps parallel and adjacent to wall and supplies and stops elevated to 27 inches above floor to avoid contact by wheelchair users.
- D. Each fixture shall have a stop valve installation to control the fixture. Stop valves shall be heavy duty type with brass stems and screwed or sweat inlet connections. Compression type inlets are not acceptable.
- E. Cover pipe penetrations with escutcheons. Exposed traps, stops, piping and escutcheons to be chrome plated brass, same items in concealed locations may be of rough brass finish.
- F. Seal openings between walls, floors and fixtures with mildew-resistant silicone sealant same color as fixture.
- G. Test fixtures to demonstrate proper operation. Replace malfunctioning units or components. Adjust valves for intended water flow rate to fixtures without splashing, noise or overflow.
- H. Protect fixtures during construction. At completion clean plumbing fixtures and trim using manufacturer's recommended cleaning methods and materials.

END OF SECTION

For more location information
please visit www.strand.com

Office Locations

Brenham, Texas | 979.836.7937

Cincinnati, Ohio | 513.861.5600

Columbus, Indiana | 812.372.9911

Columbus, Ohio | 614.835.0460

Joliet, Illinois | 815.744.4200

Lexington, Kentucky | 859.225.8500

Louisville, Kentucky | 502.583.7020

Madison, Wisconsin* | 608.251.4843

Milwaukee, Wisconsin | 414.271.0771

Phoenix, Arizona | 602.437.3733

*Corporate Headquarters



**City of Dubuque
City Council**

CONSENT ITEMS # 15.

ITEM TITLE: Improvement Contracts / Performance, Payment, and Maintenance Bonds

SUMMARY: Eastern Iowa Excavating & Concrete, LLC for the Iowa Amphitheater at Schmitt Island Bid Package 1: Site Preparation

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. Iowa Amphitheater - Eastern Iowa Excavating Concrete - Signed ContractBond

AIA® Document A101® – 2017

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

AGREEMENT made as of the 22nd day of October in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Dubuque

50 W. 13th Street, Dubuque, IA 52001

PH: 563.589.1734

and the Contractor:

(Name, legal status, address and other information)

Eastern Iowa Excavating & Concrete, LLC

121 Nixon St SE, P.O. Box 189, Cascade, IA 52033

PH: 563.852.5120

for the following Project:

(Name, location and detailed description)

Iowa Amphitheater at Schmitt Island

Bid Package 1: Site Preparation

The Architect:

(Name, legal status, address and other information)

RDG Planning & Design, Inc. (R3002.227.01)

301 Grand Avenue, Des Moines, IA 50309

515.288.3141

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
Not applicable.

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

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than (not applicable) (N/A) calendar days from the date of commencement of the Work.

☒ By the following date: January 16, 2025

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work
Not applicable.

Substantial Completion Date
Not applicable.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred and Nineteen Thousand, Six Hundred Seventy-Six and 45/100 Dollars (\$819,676.45), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item
Not applicable.

Price
Not applicable.

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item
Not applicable.

Price
Not applicable.

Conditions for Acceptance
Not applicable.

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item No.	Description	Estimated Quantity Included in Lump Sum Base Bid	Unit	Bid Unit Price	Total Bid Price Included in Lump Sum Base Bid
1.	Replacement of Unsuitable Foundation Material for Structures and Roads	50	CU. YDS.	\$ 44.00	\$ 2,200.00
2.	Replacement of Unsuitable Foundation Material for Utility Trenches	30	CU. YDS.	\$ 44.00	\$ 1,320.00
3.	Removing, Hauling, and Disposing of Excavated Solid Waste Fill Material	50	TONS	\$ 55.00	\$ 2,750.00
4.	Excavating, Transferring, and Stockpiling Potentially Hazardous Waste	30	CU. YDS.	\$ 28.00	\$ 840.00
5.	Moving and Placing of Additional On-site Fill for Site Mass Grading	6,500	CU. YDS.	\$ 6.50	\$ 42,250.00
6.	Crushing Concrete from On-site Stockpile and Demolition of Structures and Surfaces	1,305	TONS	\$ 18.50	\$ 24,142.50
7.	Crushing Asphalt from Existing Surfaces	2,315	TONS	\$ 16.50	\$ 38,197.50

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
<u>Not applicable.</u>	<u>Not applicable.</u>	<u>Not applicable.</u>

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

In accordance with Section 9.11 of AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Not applicable.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Not applicable.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Wednesday before the last Tuesday of the day of a month, the Owner shall make payment of the amount certified to the Contractor ~~not later than on or before the 1st day of the following month~~. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than twenty (20) days after the Architect receives the Application for Payment.

~~(Federal, state or local laws may require payment within a certain period of time.)~~

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Not applicable.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Not applicable.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Not applicable.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

Within 30 days of Acceptance of the Public Improvement Contract by Dubuque City Council.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

 % In accordance with Iowa Code 573.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

Not applicable.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- ☒ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☐ Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Not applicable.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Nathan Steffen, PE
Civil Engineer I, Engineering Department
City Hall
50 W. 13th Street, Dubuque, IA 52001
PH: 563.589.1734

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Chad Demmer, Owner
Eastern Iowa Excavating & Concrete, LLC
121 Nixon St. SE, Cascade, IA 52033
PH: 563.852.5120

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not applicable.

§ 8.7 Other provisions:

Not applicable.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

Not applicable.

- .5 Drawings

Number	Title	Date
<u>G00.00</u>	<u>Cover</u>	<u>Not applicable.</u>
<u>G00.01</u>	<u>Survey</u>	
<u>G00.02</u>	<u>Survey</u>	
<u>L02.00</u>	<u>Grading Hold Down Plan</u>	
<u>D01.01</u>	<u>Site Demolition Plan – 1</u>	
<u>D01.02</u>	<u>Site Demolition Plan – 2</u>	
<u>D01.03</u>	<u>Site Demolition Plan – 3</u>	
<u>D05.01</u>	<u>Site Demolition Details</u>	
<u>C01.01</u>	<u>Overall Erosion Control Plan</u>	
<u>C01.02</u>	<u>Mass Grading Plan – 1</u>	
<u>C01.03</u>	<u>Mass Grading Plan & Profile Section A-A</u>	
<u>C01.04</u>	<u>Mass Grading Plan & Profile Section B-B</u>	
<u>C01.05</u>	<u>Mass Grading Plan – 2</u>	
<u>C01.06</u>	<u>Mass Grading Plan – 3</u>	
<u>C01.07</u>	<u>Stockpile Layout Plan</u>	
<u>C05.01</u>	<u>Erosion Control Details – 1</u>	
<u>C05.02</u>	<u>Erosion Control Details – 2</u>	
<u>ED01.01</u>	<u>Electrical Demolition</u>	

- .6 Specifications

See Exhibit B.

- .7 Addenda, if any:

Number	Date	Pages
<u>01</u>	<u>10/3/2024</u>	<u>6</u>
<u>02</u>	<u>10/7/2024</u>	<u>8</u>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

- ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

Not applicable.

Title	Date	Pages
<u>Not applicable.</u>	<u>Not applicable.</u>	<u>Not applicable.</u>

Not Applicable.

Document	Title	Date	Pages
<u>Not applicable.</u>	<u>Not applicable.</u>	<u>Not applicable.</u>	<u>Not applicable.</u>

- .9** Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Insurance Schedule F – City of Dubuque Requirements for General, Artisan or Trade Contractors, Subcontractors or Sub-Subcontractors (attached as Exhibit A).

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

OWNER (Signature)

Michael C. Van Hylten, Chief Manager
(Printed name and title)

(Printed name and title)

~~Eastern Iowa Excavating & Concrete, LLC~~

CONTRACTOR (Signature)

Chad Demmer, Owner

(Printed name and title)

SECTION 00 61 13.01

Page 1 of 4

PERFORMANCE, PAYMENT AND MAINTENANCE BOND**SECTION 00 61 13.01**

KNOW ALL BY THESE PRESENTS:

That we, Eastern Iowa Excavating & Concrete, LLC, as Principal (hereinafter the "Contractor" or "Principal") and West Bend Insurance Company, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Eight hundred nineteen thousand, six hundred seventy-six dollars and forty-five cents (\$ 819,676.45), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 22nd day of October, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract Documents for Iowa Amphitheater at Schmitt Island, Bid Package 1: Site Preparation Project detail the following described improvements:

Demolition and removal of existing structures, site clearing and preparation, mass grading for future amphitheater and minor storm water improvements at Schmitt Island, Dubuque, IA

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

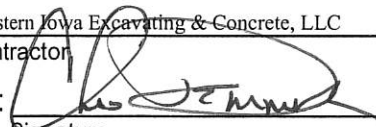
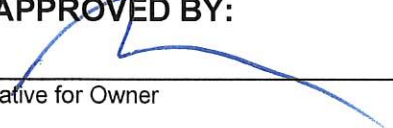
In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. 5575000022Witness our hands, in triplicate, this 22nd day of October, 2024.**SURETY COUNTERSIGNED BY:**_____
Signature of Agent_____
Printed Name of Agent_____
Company Address_____
City, State, Zip Code_____
Company Telephone Number**PRINCIPAL:**Eastern Iowa Excavating & Concrete, LLC
ContractorBy: 
SignatureChad Denmer
Printed NameOwner
Title**FORM APPROVED BY:**
Representative for Owner**SURETY:**West Bend Insurance Company
Surety CompanyBy: 
Signature Attorney-in-Fact OfficerKim Hess
Printed Name of Attorney-in-Fact OfficerTricor
Company Name600 Star Brewery Dr Ste 110
Company AddressDubuque, IA 52001
City, State, Zip Code563-556-5441
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

==== END OF SECTION 00 61 13.01 ====



Bond No. 2627818

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kim Hess

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

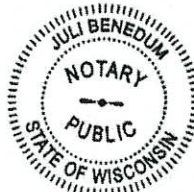
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 22nd day of October, 2024.



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

**City of Dubuque
City Council**

CONSENT ITEMS # 16.

ITEM TITLE:	Approval of 2023 City Council Official Proceedings
SUMMARY:	City Clerk recommending City Council approval of the completed and indexed 2023 City Council Official Proceedings for calendar year 2023.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. Staff Memo
	2. Proceedings

TO: Mayor Brad M. Cavanagh and City Council Members
FROM: Adrienne N. Breitfelder, City Clerk
DATE: October 31, 2024
SUBJECT: 2023 City Council Official Proceedings

The City Clerk's Office is submitting the 2023 City Council Official Proceedings for City Council approval.

Per the City of Dubuque Code of Ordinances Title 1-6A-4(D) Records, the City Clerk's Office must compile in book form the City Council proceedings for all regular and special meetings of the City Council held from January through December for each calendar year. These official proceedings include the standard minutes of each regular and special City Council meeting with the wording for each resolution and ordinance added, as well as a complete index by subjects of the contents thereof. The annual compilation is then submitted to the City Council for approval before being sent out for printing and binding. Once bound, said proceedings book shall constitute the permanent official record for the year.

Typically, five books are printed and bound. The official copy resides in the City Clerk's Office, with additional copies provided to the City Manager's Office and the Carnegie-Stout Public Library. Additional copies are provided to the Center for Dubuque History at Loras College and the Mayor at their request and expense.

A digital version of the Official Proceedings is also uploaded to the City of Dubuque Public Document's web portal for searching by the public and staff. Currently, the Official Proceedings are available on the city's website from 1907 to present.

I respectfully recommend City Council approval of the completed and indexed 2023 City Council Official Proceedings for calendar year 2023.



OFFICIAL PROCEEDINGS

of the

CITY COUNCIL

for the

CITY OF DUBUQUE, IOWA

2023

Approved XXXXXXXX, 2024

*Recorded and prepared by
Adrienne N. Breitfelder, CMC, City Clerk
Trish L. Gleason, CMC, MMC, Assistant City Clerk*

CITY OFFICERS FOR THE YEAR 2023

Brad M. Cavanagh
MAYOR

COUNCIL MEMBERS

RIC W. JONES COUNCIL MEMBER AT-LARGE

DAVID T. RESNICK..... COUNCIL MEMBER AT-LARGE

SUSAN R. FARBERCOUNCIL MEMBER FIRST WARD

LAURA J. ROUSSELL..... COUNCIL MEMBER SECOND WARD

DANNY C. SPRANK..... COUNCIL MEMBER THIRD WARD

KATY A. WETHAL COUNCIL MEMBER FOURTH WARD



CITY OFFICERS FOR THE YEAR 2023

COUNCIL APPOINTEES

CITY MANAGER.....*MICHAEL C. VAN MILLIGEN*
CITY CLERK*ADRIENNE N. BREITFELDER*
CITY ATTORNEY*CRENNA M. BRUMWELL*

DEPARTMENT MANAGERS

ASSISTANT CITY MANAGER*CORI L. BURBACH*
AIRPORT DIRECTOR..... *TODD E. DALSING*
BUDGET AND FINANCE DIRECTOR..... *JENNIFER M. LARSON*
CITY ENGINEER *GUS N. PSIHOYOS*
DIRECTOR OF STRATEGIC PARTNERSHIPS*TERI H. GOODMAN*
DIRECTOR OF THE OFFICE OF SHARED PROSPERITY AND
NEIGHBORHOOD SUPPORT *ANDERSON SAINCI*
ECONOMIC DEVELOPMENT DIRECTOR..... *JILL M. CONNORS*
CHIEF OF EQUITY AND HUMAN RIGHTS.....*COLLINS O. EBOH, Interim (January - June)*
GISELLA M. AITKEN-SHADLE (July – December)
EMERGENCY COMMUNICATIONS MANAGER*MARK P. MURPHY (January – September)*
JESSICA M. GEORGE-RETHWISCH (October – December)
FIRE CHIEF *AMY R. SCHELLER*
HOUSING AND COMMUNITY DEVELOPMENT DIRECTOR..... *ALEXIS M. STEGER*
HUMAN RESOURCES DIRECTOR..... *SHELLEY M. STICKFORT*
INFORMATION SERVICES MANAGER..... *CHRISTINE A. KOHLMANN*
LEISURE SERVICES MANAGER *MARIE L. WARE*
LIBRARY DIRECTOR.....*NICK L. ROSSMAN*
PLANNING SERVICES MANAGER *WALLY C. WERNIMONT*
POLICE CHIEF *JEREMY R. JENSEN*
PUBLIC HEALTH SPECIALIST*MARY ROSE CORRIGAN*
PUBLIC INFORMATION OFFICER *RANDY W. GEHL*
PUBLIC WORKS DIRECTOR *JOHN L. KLOSTERMANN(January -October)*
ARIELLE E. SWIFT (November -December)
SUSTAINABLE COMMUNITY COORDINATOR..... *GINA S. BELL*
TRANSPORTATION SERVICES DIRECTOR*RYAN C. KNUCKEY*
WATER DEPARTMENT MANAGER.....*CHRISTOPHER J. LESTER*
WATER & RESOURCE RECOVERY CENTER MANAGER*WILLIAM J. O'BRIAN*

Regular meetings of the City Council were held on the first and third Monday
of each month (Tuesday pending holidays) at 6:30 p.m. in the Historic Federal Building.



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

The Dubuque City Council met in special session at 5:30 p.m. on January 3, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Black Heritage Survey.

**WORK SESSION
BLACK HERITAGE SURVEY**

Planning Services Manager Wally Wernimont introduced Assistant Planner Chris Happ Olson, project coordinator for the Black Heritage Survey, who presented an update on the progress of the Black Heritage Survey. Responding to a question from the City Council, Ms. Olson stated that anyone with relevant information in support of the survey can contact her. Ms. Olson also outlined the goal of having the survey accessible to a variety of groups. City Council Members praised the survey and stressed its importance.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:23 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on January 3, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. COVID-19 Update: Public Health Director Mary Rose Corrigan provided an update on the COVID-19 pandemic and response activities.

PROCLAMATION(S)

1. Human Slavery and Human Trafficking Prevention Month (January 2023) was accepted by Sister Marilou Irons on behalf of the Tri-State Coalition Against Human Trafficking and Slavery.

CONSENT ITEMS

Council Member Jones requested Item No. 14 be held for separate discussion. Council Member Roussell requested Item No. 16 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for Item Nos. 14 and 16. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: Civil Service Commission of 12/21/22; City Council Proceedings of 12/19/22; Zoning Board of Adjustment of 12/15/22; Proof of Publication for City Council Proceedings of 11/30/22 and 12/5/22. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Rick Belser for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

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

4. Expenses Submitted for City Council Approval: Upon motion the documents were received and filed, and Resolution No. 1-23 Authorizing the Director of Finance and Budget/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

RESOLUTION NO. 1-23

AUTHORIZING THE DIRECTOR OF FINANCE AND BUDGET / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES

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

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

Whereas, the Finance Director-City Treasurer has provided a list of Expenditures [provided] hereto, and by this reference made a part hereof, to be drawn to pay for goods and services provided for City purposes; and

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

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

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

Section 2. In accordance with Iowa Code Section 372.13(6), the City Clerk and Finance Director are hereby authorized and directed to

provide the statement of receipts and disbursements to the City Council, and to publish a summary thereof.

Passed, approved, and adopted this 3rd day of January, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Finance Department Restructure: Upon motion the documents were received, filed, and approved.

6. Fleet Electrification Guidance & Cost of Carbon: Upon motion the documents were received, filed, and approved.

7. Mystique Ice Arena: Rubber Sport Flooring Removal and New Replacement Project - Acceptance of Equipment, Goods, and Services Contract: Upon motion the documents were received and filed, and Resolution No. 2-23 Accepting the Mystique Ice Arena Rubber Sport Flooring Removal and New Replacement Project and authorizing the payment to the vendor / service provider was adopted.

RESOLUTION NO. 2-23

ACCEPTING THE MYSTIQUE ICE ARENA RUBBER SPORT FLOORING REMOVAL AND NEW REPLACEMENT PROJECT AND AUTHORIZING THE PAYMENT TO THE VENDOR / SERVICE PROVIDER

Whereas, the Equipment, Goods, and Services Contract for the Mystique Ice Arena Rubber Sport Flooring Removal and New Replacement Project (the Project) has been completed by Becker Arena Products, Inc., (Vendor / Service Provider), and the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$289,480.95; and

Whereas, Becker Arena Products, Inc. has previously been paid \$275,006.90, leaving a balance of \$14,474.05; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to Becker Arena Products, Inc. the balance of the retainage of \$14,474.05 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 3rd day of January 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Mystique Community Ice Center Settlement Remediation Project: Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 3-23 Accepting the Mystique Ice Center Settlement Remediation Project and authorizing the payment to the contractor was adopted.

**RESOLUTION NO. 3-23
ACCEPTING THE MYSTIQUE ICE CENTER
SETTLEMENT REMEDIATION PROJECT
AND AUTHORIZING THE PAYMENT TO THE
CONTRACTOR**

Whereas, the public improvement contract for the Mystique Ice Center Settlement Remediation Project (the Project) has been completed by the Contractor, Keller North America, Inc., (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$1,822,443.00; and

Whereas, the Contractor has previously been paid \$1,731,320.85, leaving a balance of \$91,122.15; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$91,122.15 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 3rd day of January 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. Acceptance of a Grant of Easement for Water Main Utility over Barbara and Terrence Bahl property in Dubuque County, Iowa as part of the Briarwood Subdivision Water Connection Project: Upon motion the documents were received and filed, and Resolution No. 4-23 Accepting a Grant of Easement for water main utility through, over and across part of Lot 5 in Briarwood Subdivision, Dubuque County, Iowa was adopted.

**RESOLUTION NO. 4-23
ACCEPTING A GRANT OF EASEMENT FOR
WATER MAIN UTILITY THROUGH, OVER
AND ACROSS PART OF LOT 5 IN BRIAR-
WOOD SUBDIVISION, DUBUQUE COUNTY,
IOWA**

Whereas, Barbara J. Bahl and Terrence L. Bahl, have executed a Grant of Easement for Water Main Utility through, over and across part of Lot 5 in Briarwood Subdivision, Dubuque County, Iowa.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grant of Easement for Water Main Utility through, over and across part of Lot 5 in Briarwood Subdivision, Dubuque County, Iowa as shown on the Grant of Easement for Water Main Utility, from Barbara J. Bahl and Terrence L. Bahl, a copy of which is [provided] hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Section 3. The City Clerk is hereby authorized to and directed to record this resolution and Grant of Easement for Water Main Utility with the Dubuque County Recorder.

Passed, approved, and adopted this 3rd day of January, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

10. Accepting Deed from Jade Engineering for 1509-1511 Bluff Street: Upon motion the documents were received and filed, and Resolution No. 5-23 Accepting the deed to certain real estate in Dubuque County, Iowa from Jade Engineering LLC was adopted.

**RESOLUTION NO. 5-23
ACCEPTING THE DEED TO CERTAIN REAL
ESTATE IN DUBUQUE COUNTY, IOWA
FROM JADE ENGINEERING LLC**

Whereas, Jade Engineering LLC is the owner of certain real property in Dubuque County, Iowa, described as follows:

The northerly 48 ft. of the easterly 90 ft. of lot 4 in D. N. Cooley's Subdivision of Out Lots numbered 668 in the City of Dubuque, Iowa, according to the recorded plat thereof.

Whereas, as part of a court settlement, if the property was not sold prior to June 30, 2022, Jade Engineering LLC would deed the property to the City of Dubuque; and

Whereas, Jade Engineering LLC has executed a Deed conveying said real estate to the City of Dubuque; and

Whereas, the City Council finds that it is in the best interest of the City to accept such deed from Jade Engineering, LLC.

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

Section 1. The City of Dubuque, Iowa, hereby accepts the Deed from Jade Engineering LLC, a copy of which Deed is [provided] hereto.

Section 2. The City Clerk is hereby authorized and directed to record this Resolution and the Deed with the Dubuque County Recorder.

Passed, approved, and adopted this 3rd day of January, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

11. The Hotel Dubuque, LLC, Seventh Amendment to Development Agreement: Upon motion the documents were received and filed, and Resolution No. 6-23 Approving the Seventh Amendment to the Development Agreement between the City of Dubuque and The Hotel Dubuque, LLC was adopted.

**RESOLUTION NO. 6-23
RESOLUTION APPROVING THE SEVENTH
AMENDMENT TO THE DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF
DUBUQUE AND THE HOTEL DUBUQUE,
LLC**

Whereas, the City of Dubuque, Iowa (hereinafter "City") and Warehouse Trust, LLC, entered into a Development Agreement dated for reference purposes the 17th day of June 2013 which Development Agreement was subsequently assigned to Novelty Iron Landlord, LLC with the consent of the City; and

Whereas, the Hotel Dubuque, LLC has entered into a Purchase Agreement with Novelty Iron Landlord, LLC, to purchase the Condominium Units presently owned by Novelty Iron Landlord, LLC, and constituting the entirety of the assets of Novelty Iron Landlord, LLC.; and

Whereas, the Development Agreement was subsequently assigned to The Hotel Dubuque, LLC with the consent of the City; and

Whereas, the Sixth Amendment to Development Agreement established a Closing Date of December 30, 2022 on the Development Agreement between Novelty Iron Landlord, LLC and The Hotel Dubuque, LLC; and

Whereas, The City and The Hotel Dubuque, LLC now desire to extend the Closing Date to March 30, 2023 to allow The Hotel Dubuque, LLC to finalize its financing; and

Whereas, the City Council finds that the Seventh Amendment [provided] hereto should be approved.

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

Section 1. The Seventh Amendment is hereby approved.

Section 2. The Mayor is hereby authorized and directed to sign the Seventh Amendment on behalf of the City of Dubuque.

Passed, approved, and adopted this 3rd day of January, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

12. First Amendment to Community Development Block Grant (CDBG) Subrecipient Agreement between the City of Dubuque and Dubuque Area Labor Harvest: Upon motion the documents were received and filed, and Resolution No. 7-23 Authorizing the First Amendment to the CDBG Subrecipient Agreement between the City of Dubuque and Dubuque Area Labor Harvest was adopted.

**RESOLUTION NO. 7-23
RESOLUTION AUTHORIZING THE FIRST
AMENDMENT TO THE CDBG SUBRECIPIENT
AGREEMENT BETWEEN THE CITY OF
DUBUQUE AND DUBUQUE AREA LABOR
HARVEST**

Whereas, the City of Dubuque and Area Labor Harvest entered into a CDBG Subrecipient Agreement dated October 3, 2022 with respect to food deliveries to Low- and moderate-income families and individuals in need and otherwise unable to access food independently; and

Whereas, the parties desire to modify the Subrecipient Agreement as set out in the First Amendment to the Subrecipient Agreement [provided] hereto; and

Whereas, Area Labor Harvest provides services to a majority low to moderate-income individuals.

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

Section 1. That the First Amendment to the CDBG Subrecipient Agreement be approved.

Section 2. That the City Manager or his designee of the City of Dubuque is hereby authorized and directed to execute said Amendment on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 3rd day of January 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

13. Curbside Collection Cart Update - January Utility Bill Insert: Upon motion the documents were received and filed.

14. Marketing Update for Leisure Services Seasonal Employees: Council Member Jones shared information about the Leisure Services Seasonal Job Fair occurring on January 5, 2023 and encouraged residents to promote the

event. Motion by Jones to receive and file the documents. Seconded by Resnick. Motion carried 7-0.

15. Flora Pool Filter Tanks and Recirculation Pump Replacement – Award Public Improvement Contract: Upon motion the documents were received and filed, and Resolution No. 8-23 Awarding Public Improvement Construction Contract for the Flora Pool Filter Tanks and Recirculation Pump Replacement Project was adopted.

**RESOLUTION NO. 8-23
AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE FLORA POOL FILTER TANKS AND RECIRCULATION PUMP REPLACEMENT PROJECT**

Whereas, Flora Park pool is an aging popular community amenity in need of repair to ensure availability to the community for years to come; and

Whereas, the residents of the City of Dubuque will benefit from this operational improvement; and

Whereas, sealed proposals have been submitted by contractors for the Project pursuant to Resolution No. 376-22 and Notice to Bidders published on the City of Dubuque, Iowa website on the 5th day of December 2022; and

Whereas, said sealed proposals were opened on the 19th day of December 2022 and it has been determined that Carrico Aquatics Resources, Oelwein, IA submitted the low bid in the amount of \$227,400 and is the lowest responsive, responsible bidder for the Project.

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

Section 1. That the Public Improvement Construction Contract for the Flora Pool Filter Tanks and Recirculation Pump Replacement Project is hereby awarded to Carrico Aquatic Resources and the City Manager is hereby directed to execute the Public Improvement Contract on behalf of the City of Dubuque for the project.

Passed, approved, and adopted this 3rd day of January 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

16. Certified Municipal Clerk Designation for City Clerk: Council Member Roussell and Mayor Cavanagh congratulated City Clerk Breitfelder on achievement of the International Institute of Municipal Clerks' (IIMC) designation of Certified Municipal Clerk (CMC). Motion by Roussell to receive and file the documents. Seconded by Farber. Motion carried 7-0.

17. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 9-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 9-23
APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the noted license types to the following applicants pending submission of the locally required documentation:

Renewals

Dubuque Mining Co., 555 John F. Kennedy Rd. Suite 600

Dubuque Wine & Spirit LLC, 3305 Asbury Rd.
Gold Standard Athletics, 555 John F. Kennedy Rd. Unit 415

Hammerheads Bar & Billiards, 2095 Kerper Blvd. Ste. 2

Hartig Drug Company 8, 1600 University Ave.

Hy-Vee Market Cafe 3, 400 Locust St. Cafe Area

The Clubhouse, 2364 Washington St.

Passed, approved, and adopted this 3rd day of January 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

BOARDS/COMMISSIONS

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

1. Civic Center Advisory Commission: One, 3-Year term through June 29, 2024 (Vacant term of Daugherty). Applicants: Jesse Gavin, 1120 Main St.; Peter Gaul, 2311 Central Ave.; Danielle Jacobs, 3130 Shiras Ave. Mr. Gavin spoke in support of his application and provided a brief biography. Mr. Gaul and Ms. Jacobs virtually spoke in support of their applications, respectively, and provided brief biographies.

2. Community Development Advisory Commission: Two, 3-Year terms through February 15, 2026 (Expiring Low/Moderate Income term of Fox and At-Large term of Mozena). Applicants: Kelly Fox, 838 Althausen St. - Qualifies as Low/Moderate Income Rep. and At-Large; Gabriel Mozena, 196 Bluff St. - Qualifies as At-Large.

3. Housing Commission: One, 3-Year term through August 17, 2024 (Vacant term of Weitz). Applicant: Ross Janes, 2741 Muscatine St. Mr. Janes spoke in support of his application and provided a brief biography.

PUBLIC HEARINGS

1. Resolution Approving the Development Agreement by and between the City of Dubuque and McCoy Group, Inc., Including the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations: Motion by Resnick to receive and file the documents and adopt Resolution No. 10-23 Approving a Development Agreement by and between the City of Dubuque, and McCoy Group, Inc., including the issuance of urban renewal tax increment revenue obligations. Seconded by Jones. Jim Connely, 501 Bell St., Director of Marketing for McCoy Group, Inc., spoke in support of the Development Agreement and provided an overview of the project. Council Members expressed support for the Development Agreement. Motion carried 7-0.

RESOLUTION NO. 10-23 APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, AND MCCOY GROUP, INC., INCLUDING THE ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS

Whereas, McCoy Group, Inc. is the owner of the following described real property:

Tract I - Lot 2 of Lot 3 of Lot 3 of Southpark Addition No. 1, in the City of Dubuque, Iowa, according to the recorded plat thereof, subject to easements of record

Tract II- Lot 2 of Southpark Addition No. 2, in the City of Dubuque, Iowa, according to the recorded plat thereof,

subject to easements of record

Tract III - Lot 2 of Southpark Addition No. 1, in the City of Dubuque, Iowa, according to the recorded plat thereof, subject to easements of record (the "Property")

Tract IV - Lot 1 of Southpark Addition No. 2, in the City of Dubuque, Iowa, according to the recorded plat thereof, subject to easement of record

Tract V - Lots 1 and 2 of Gudenkauf Place, City of Dubuque, Iowa (the Property); and

Whereas, the City Council, by Resolution No. 392-22, dated December 19, 2022, declared its intent to enter into a Development Agreement by and between the City of Dubuque, and McCoy Group, Inc., including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on January 3, 2023 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement for redevelopment of the Property by McCoy Group, Inc. according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Development Agreement by and between the City of Dubuque and McCoy Group, Inc., a copy of which is [provided] hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved, and adopted this 3rd day of January, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

PUBLIC INPUT

Rick Dickinson, 205 Hill St., President and CEO of Greater Dubuque Development Corporation, spoke in support of Public Hearing No. 1, Action Item No's. 2, and 3.

Eric Ethier, 325 Monroe St., Member of the Key City Creative Center Board of Directors, spoke in support of Action Item No. 2 and

requested that the City Council support Option B for the gathering space proposed on 18th St.

Tim Hitzler, 2655 Fulton St.; and Bill Doyle, 1591 White St., also spoke in support of Action Item No. 2, respectively.

City Clerk Breitfelder announced receipt of written input from Jeff DiCicco, President of Key City Creative Center, regarding Action Item No. 2.

ACTION ITEMS

1. Mayor and City Council Appointments to Various Boards and Committees: Motion by Roussell to receive and file the documents and refer to the City Council. Seconded by Sprank. Council Member Wethal volunteered to assume the appointment on the Friends of the Mines of Spain Advisory Board in place of Council Member Sprank. Motion amended by Roussell to receive and file the documents, appoint Council Member Wethal to the Friends of the Mines of Spain Advisory Board, and maintain all other appointments as specified. Seconded by Sprank. Point of Order by Jones to include removing Council Member Sprank from the Friends of the Mines of Spain Advisory Board in the motion. Motion amended by Roussell and seconded by Sprank. Motion carried 7-0.

2. Central Avenue Corridor Streetscape Master Plan – Adoption: Motion by Sprank to receive and file the documents and adopt Resolution No. 11-23 Adopting the Central Avenue Corridor Streetscape Master Plan. Seconded by Jones. Responding to a question from the City Council, City Manager Van Milligen stated that the gathering space on 18th St., along with other specific decisions related to the plan, will be presented to the City Council at future meetings. City Council Members expressed enthusiasm for the plan and thanked everyone who provided input. Motion carried 7-0.

RESOLUTION NO. 11-23 RESOLUTION ADOPTING THE CENTRAL AVENUE CORRIDOR STREETSCAPE MASTER PLAN

Whereas, the City Council adopted Central Avenue Revitalization: Streetscape and Business Development as a Top Priority in its 2017-2019 Policy Agenda; and

Whereas, RDG Planning & Design and WHKS were hired to assist City staff to prepare a Master Plan for the Central Avenue Corridor; and

Whereas, several public meetings were held to provide input on the Master Plan, a steering committee composed of stakeholders was consulted on the Master Plan, and several City staff have provided input to the Master Plan; and

Whereas, the revitalization of the Central Avenue Corridor will create new housing, commercial, and retail development opportunities to enhance the economic development in the downtown; and

Whereas, the Central Avenue Corridor will be revitalized with an emphasis on embracing the Washington Neighborhood, pedestrian safety, integration of arts and culture, reduced maintenance, preservation of the corridor's architecture, a greener experience, economic vitality, and safety.

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

Section 1. That the Central Avenue Corridor Streetscape Master Plan prepared by RDG Planning & Design and WHKS is hereby approved.

Passed, approved, and adopted this 3rd day of January, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Central Avenue / White Street Truck Route: Amend Commercial Motor Vehicles Ordinance to December 31, 2023: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Council Member Sprank suggested an additional ordinance amending the speed limit on Central Ave. and White St. from 25 miles per hour (mph) to 20 mph be considered. Responding to a question from the City Council, City Attorney Brumwell stated that the City Council was permitted to discuss Council Member Sprank's suggestion during this meeting. Council consensus on the suggestion would be required for City staff to present the proposed ordinance amendment on a future agenda for formal action. Responding to a question from the City Council, City Manager Van Milligen stated that traffic flow could be incorporated into the traffic study resulting from the Central Avenue Corridor Streetscape Master Plan. City Engineer Gus Psihoyos stated that traffic counts and speed counts help determine speed limits, and that downtown speed limits automatically default to 25 mph. Mr. Psihoyos also confirmed that speed limits can be reviewed as part of the traffic study. Council Members expressed support for the commercial motor vehicles ordinance amendment and recommended that Council Member Sprank's speed limit reduction suggestion be considered via the upcoming traffic study. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 1-23 Amending City of Dubuque Code of Ordinances Title 9 Motor

Vehicles and Traffic, Chapter 16 Miscellaneous City Provisions, Division 2 Trucks and/or Machinery, Section 9-16-321.901 Motor Truck Routes. Seconded by Sprank. Motion carried 7-0.

**ORDINANCE NO. 1-23
AMENDING CITY OF DUBUQUE CODE OF
ORDINANCES TITLE 9 MOTOR VEHICLES
AND TRAFFIC, CHAPTER 16 MISCELLANE-
OUS CITY PROVISIONS, DIVISION 2
TRUCKS AND/OR MACHINERY, SECTION
9-16-321.901 MOTOR TRUCK ROUTES**

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

Section 1. Section 9-16-321.901 of the City of Dubuque Code of Ordinances is amended to read as follows:

9-16-321.901: MOTOR TRUCK ROUTES:

A. Motor trucks registered for a gross weight limit exceeding ten thousand (10,000) pounds (5 tons) must travel over marked highways when operating in the city and may not depart from such marked highways, except that any motor truck whose destination is in the city may depart from such highway at that point on the highway nearest to its destination and then proceed directly to such destination.

B. Motor trucks whose trips originate within the city must travel by the most direct route to that point on a marked highway nearest to such point of origin.

C. Motor trucks entering the city on an unmarked highway must proceed to the nearest marked highway by the most direct route and then proceed to their destination, except when the destination lies between the point of entry into the city and the marked highway. This prohibition shall not apply to Central Avenue and White Street between 4th Street and 32nd Street from the de-designation of Central Avenue and White Street as the Iowa Highway 52 motor truck route through the city by the Iowa department of transportation and continue through December 31, 2023.

D. Motor trucks registered for a gross weight limit exceeding ten thousand (10,000) pounds (5 tons) must not travel over the following streets:

Ice Harbor Drive, from 1st Street to the 3rd Street Overpass.

Main Street, from 5th Street to 9th Street.

E. The city manager is authorized to designate and establish by appropriate signs alternate motor truck routes and to post signs limiting motor trucks registered with a gross weight limit exceeding ten thousand (10,000) pounds (5 tons) from operating on nonhighway streets and the streets designated in subsection D of this section.

F. The provisions of this section governing the travel of motor trucks on residential streets do not apply to public or private carriers of passengers on tour, fixed demand response, or dial-a-ride routes or school or church buses.

G. The scheduled fine for a violation of this section is fifty dollars (\$50.00).

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 3rd day of January, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk
Published officially in the Telegraph Herald newspaper on the 6th day of January, 2023.

/s/Adrienne N. Breitfelder, City Clerk

4. Work Session Request: Smart Parking & Mobility Master Plan and the Historic Millwork District Master Plan Update: Motion by Rousell to receive and file the documents and schedule the work session for Monday, January 30, 2023, beginning at 5:30 p.m. Seconded by Sprank. No schedule conflicts were expressed. Motion carried 7-0.

5. Work Session Request: Sustainable Dubuque Quarterly Sessions: Motion by Jones to receive and file the documents and schedule the work session for Monday, February 6, 2023, at 6:00 p.m.; Monday, May 15, 2023, at 6:00 p.m.; Monday, July 17, 2023, at 5:30 p.m.; and Monday, October 16, 2023, at 5:30 p.m. Seconded by Roussell. No schedule conflicts were expressed. Motion carried 7-0.

6. Delivering Dubuque: Police Department Video: Motion by Sprank to receive and file the documents and view the video. Seconded by Jones. Media Services showed the Delivering Dubuque episode featuring the Police Department. This video was produced by the Public Information Office and can be viewed at: <https://youtu.be/44L6843vTMQ>. Mayor Cavanagh emphasized the importance of advocating for the city's budget and subsequent community impact via these videos and other means during the upcoming state legislative session. Motion carried 7-0.

7. Delivering Dubuque: Arts and Culture Video: Motion by Roussell to receive and file the documents and view the video. Seconded by Farber. Media Services showed the Delivering Dubuque episode featuring Arts and Culture. This video was produced by the Public Information Office and can be viewed at: <https://youtu.be/Kjw7BOg01PY>. Motion carried 7-0.

8. Leisure Services Seasonal Job Fair Video: Motion by Jones to receive and file the documents and view the video. Seconded by Sprank. Media Services showed a video that promotes the Leisure Services Department's Seasonal Job Fair. This video was produced by the Public Information Office and can be viewed at: <https://www.youtube.com/watch?v=ucNmp-kgCFHc>. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Jones reported that the Iowa Special Olympics are taking place in Dubuque next Monday and Tuesday.

Council Member Farber reported on speaking at the University of Dubuque's Winter Commencement ceremony.

Mayor Cavanagh wished everyone a happy new year.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:16 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 8:51 p.m. stating that staff had been given proper direction.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:52 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 5:30 p.m. on January 17, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Pro Tem Roussell read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Federal and State Grant Updates.

WORK SESSION

FEDERAL AND STATE GRANT UPDATES

Director of Strategic Partnerships Teri Goodman; Technical Grant Analyst/Assistant Justin Thiltgen; ICMA Local Government Management Fellow Abhishek Rai; and Andrew Seth, President and Grant Writing Services Consultant of Sustainable Strategies DC, presented on the status of the City of Dubuque's efforts to secure grants. Responding to questions from the City Council, Mr. Seth stated that any projects receiving state funding could be considered for matching funds by the City and that Department of Transportation (DOT) funding could be utilized for implementation of the Central Avenue Streetscape Master Plan. Due to limited time remaining in the work session, Mayor Pro Tem Roussell requested the City Council email any additional questions to the presenters.

There being no further business, Mayor Pro Tem Roussell declared the meeting adjourned at 6:29 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on January 17, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PROCLAMATION(S)

1. Dubuque Eagles "Eyes on the Future" Month (January 2023) was accepted by Michael Duehr on behalf of the Dubuque Fraternal Order of Eagles.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: Building Code Advisory and Appeals Board of 12/1/22; City Council Proceedings of 1/3/23; Historic Preservation Commission of 12/15/22; Library Board of Trustees Update of 12/15/22; Resilient Community Advisory Commission of 1/5/23; Zoning Advisory Commission of 1/4/23; Proof of publication for City Council Proceedings of 12/19/22. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Mark Laird for vehicle damage; Ashley Moore for vehicle damage; Denise Trieweiler for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Ashley Moore for vehicle damage;

Denise Trieweiler for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 12-23 Authorizing the Director of Finance and Budget/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 12-23
AUTHORIZING THE DIRECTOR OF FINANCE AND BUDGET / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

Whereas, the Finance Director-City Treasurer has provided a list of Expenditures [provided] hereto, and by this reference made a part hereof, to be drawn to pay for goods and services provided for City purposes; and

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

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

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

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

Passed, approved, and adopted this 17th day of January, 2023.

Laura J. Roussell, Mayor Pro Tem
Attest: Adrienne N. Breitfelder, City Clerk

5. Bee Branch Watershed Flood Mitigation Project Newsletter - January 2023 Issue: Upon motion the documents were received and filed.

6. 2022 Justice Assistance Grant (JAG) Approval and Acceptance of grant award: Upon motion the documents were received, filed, and approved.

7. Notice of Award and Request to Execute Grant Agreement for Volunteer DBQ 2023: Upon motion the documents were received, filed, and approved.

8. Acceptance of Certain Subdivision Improvements in Rustic Point Estates #2: Upon motion the documents were received and filed, and Resolution No. 13-23 Accepting Public Improvements in Rustic Point Estates #2, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 13-23
ACCEPTING PUBLIC IMPROVEMENTS IN
RUSTIC POINT ESTATES #2, IN THE CITY
OF DUBUQUE, IOWA**

Whereas, pursuant to Resolution 281-21, certain public improvements including street paving with curb, sanitary sewer main, water main, storm sewers and catch basins, street lighting, fiber optic conduit, accessible sidewalk ramps, sanitary sewer lift station, and storm water detention facilities were installed by the developer of Rustic Point Estates # 2 in the City of Dubuque, Iowa; and

Whereas, the improvements, except for accessible sidewalk ramps, sanitary sewer lift station, and storm water detention facilities, have been fully completed and the City Manager has examined the work and has filed a certificate stating that the same has been completed in accordance with the plans approved by the City Council and in conformance with City specifications, and has recommended that the improvements be accepted by the City Council.

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

Section 1. That the recommendation of the City Manager be approved and that said public improvements in Rustic Point Estates #2, except for except for accessible sidewalk ramps, sanitary sewer lift station, and storm water detention facilities, be and the same is hereby accepted.

Section 2. That a maintenance guarantee covering said public improvements shall be provided by the owners, Derby Grange LLC, for

a period of two (2) years from the date of this resolution.

Passed, approved, and adopted this 17th day of January, 2023.

Laura J. Roussell, Mayor Pro Tem
Attest: Adrienne N. Breitfelder, City Clerk

9. Stoneman Road Reconstruction Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 14-23 Accepting the Stoneman Road Reconstruction Project and authorizing the payment of the contract amount to the contractor and Resolution No. 15-23 Adopting the Final Assessment Schedule for the Stoneman Road Reconstruction Project was adopted.

**RESOLUTION NO. 14-23
ACCEPTING THE STONEMAN ROAD RE-
CONSTRUCTION PROJECT AND AUTHORIZING THE PAYMENT OF THE CONTRACT
AMOUNT TO THE CONTRACTOR**

Whereas, the Public Improvement Contract for the Stoneman Road Reconstruction Project (the Project) has been completed by the contractor, McDermott Excavating (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$1,182,104.67; and

Whereas, the Contractor has previously been paid \$1,115,723.64, leaving a balance of \$66,381.04; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Director of Finance and Budget is hereby directed to pay the balance of the retainage of \$66,381.04 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved, and adopted this 17th day of January 2023.

Laura J. Roussell, Mayor Pro Tem
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 15-23
ADOPTING THE FINAL ASSESSMENT
SCHEDULE FOR THE STONEMAN ROAD
RECONSTRUCTION PROJECT**

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

Section 1. After full consideration, the Final Schedule of Assessments as shown on the

[provided] Exhibit A, is hereby approved for the Stoneman Road Reconstruction Project.

Section 2. There is hereby assessed and levied as a special tax against and upon each of the benefited properties, the respective sums indicated. The amounts shown in said Final Schedule of Assessments as deficiencies are found to be proper and levied conditionally against the respective properties benefited by the improvements as shown in the Final Schedule of Assessments, subject to the provisions of Iowa Code § 384.63. Said assessments against said lots are hereby declared to be in proportion to the special benefits conferred and not in excess of twenty-five percent of the value of same.

Section 3. The City Clerk be and is hereby directed to certify the Final Schedule of Assessments to the County Treasurer of Dubuque County, Iowa, and to publish notice of said certification once each week for two consecutive weeks in the manner provided in Iowa Code § 362.3, the first publication of which shall be not more than fifteen days from the date of filing of the Final Schedule of Assessments. On or before the date of the second publication of the notice, the City Clerk shall also mail a copy of said notice to property owners whose property is subject to assessment, as provided in Iowa Code § 384.60.

Section 4. The assessments may be paid in full or in part without interest at the office of the City Engineer, City Hall, 50 W. 13th Street, Dubuque, Iowa, at any time within 30 days after the date of the first notice of the Final Schedule of Assessments. Thereafter, unpaid assessments of \$500.00 or more are payable in 15 annual installments at the County Treasurer's Office, Dubuque County Courthouse, 720 Central Avenue, Dubuque, Iowa, and will draw annual interest at three percent (3%) computed to December 1 next following the due dates of the respective installments as provided in Section 384.65 of the Code of Iowa. Each installment will be delinquent from October 1 following its due date on July 1 of each year. However, when the last day of September is a Saturday or Sunday, that amount shall be delinquent from the second business day of October. Delinquent installments will draw the same delinquent interest as ordinary taxes. Property owners may elect to pay any annual installments semi-annually in advance.

Passed, approved, and adopted this 17th day of January 2023.

Laura J. Roussell, Mayor Pro Tem
Attest: Adrienne N. Breifelder, City Clerk

The public improvement and location is as follows: All properties abutting or served by utilities on Stoneman Road. Consisting of the properties which are described as follows:

CITY OF DUBUQUE, IOWA, STONEMAN ROAD, FINAL ASSESSMENT SCHEDULE
PROPERTY OWNER NAME; LOT DESCRIPTION; PARCEL NUMBER; STREET ADDRESS; VALUATION WITH IMPROVEMENT; TOTAL PUBLIC IMPROVEMENT, COST; SIDEWALK; WATER SERVICE; SANITARY SERVICE; STORM SEWER STUB; GSCU COSTS; TOTAL PUBLIC ASSESSMENT

Hills And Dales Child Development Center; Lot 2-2-1-2-1-2-2-2-2 NE 1/4 NE 1/4 SEC 28 T89N-R2E; 1028230013; 3505 Stoneman Road; \$1,493,783.88; \$11,305.23; \$6,078.65; N/A; N/A; N/A; N/A; \$17,383.88

Final Gravity LLC; Lot 1-2-1-2-1-2-2-2-2 NE 1/4 NE 1/4 Sec 28 T89N-R2E (UND 1/4 INT); 1028230015; 3455 Stoneman Road; \$3,092.45; \$243,783.06; \$1,390.61; N/A; N/A; N/A; N/A; \$4,483.06

Peckosh, Valerie B DMD & Thomas F Jr; Lot 1-2-1-2-1-2-2-2-2 NE 1/4 NE 1/4 Sec 28 T89N-R2E (UND 1/4 INT); 1028230016; 3455 Stoneman Road; \$243,783.06; \$3,092.45; \$1,390.61; N/A; N/A; N/A; N/A; \$4,483.06

Peckosh, Thomas F Jr & Valerie B; Lot 1-2-1-2-1-2-2-2-2 NE 1/4 NE 1/4 Sec 28 T89N R2E (UND 1/8 INT); 1028230018; 3455 Stoneman Road; \$118,451.53; \$1,546.22; \$695.31; N/A; N/A; N/A; N/A; \$2,241.53

MB Real Estate Of Dubuque LLC; Lot 1-2-1-2-1-2-2-2-2 NE 1/4 NE 1/4 SEC 28 T89N-R2E (UND 1/8 INT); 1028230017; 3455 Stoneman Road; \$118,451.53; \$1,546.22; \$695.31; N/A; N/A; N/A; N/A; \$2,241.53

Bierie Dental Building LLC; Lot 1-2-1-2-1-2-2-2-2 NE 1/4 NE 1/4 Sec 28 T89N-R2E (UND 1/4 INT); 1028230014; 3455 Stoneman Road; \$243,783.05; \$3,092.44; \$1,390.61; N/A; N/A; N/A; N/A; \$4,483.05

M&D Real Estate 1 LLC; LOT 1-1-2-1-2-2-2-2 NE 1/4 NE 1/4 SEC 28 T89N-R2E; 1028230019; 3435 Stoneman Road; \$817,200.21; \$12,369.78; \$6,480.44; N/A; N/A; N/A; N/A; \$18,850.21

Greenstate Credit Union; Lot 1 Greenstate Place; 1028230020; 3425 Stoneman Road; \$299,681.70; \$17,789.32; N/A; \$7,274.78; \$4,678.60; \$1,639.00; N/A; \$31,381.70

Greenstate Credit Union; Lot 2 Greenstate Place; 1028230021; 1475 John F. Kennedy Rd; \$1,763,327.15; \$14,822.11; N/A; N/A; N/A; \$1,507.88; \$61,217.16; \$77,547.15

Kennedy Mall Inc; Bal Lot 1-1-1-1-1 Hawkeye Stock Farm; 1028276002; 555 John F. Kennedy Rd; \$4,143,111.45; \$74,031.45; N/A; \$19,080.00; N/A; N/A; N/A; \$93,111.45

10. Asbury Road and John F. Kennedy Road Emergency Traffic Signal Repair: Upon motion the documents were received and filed, and Resolution No. 16-23 Accepting the

Asbury Rd & JFK Rd Emergency Traffic Signal Repair Project and authorizing the payment to the contractor was adopted.

**RESOLUTION NO. 16-23
ACCEPTING THE ASBURY RD & JFK RD
EMERGENCY TRAFFIC SIGNAL REPAIR
PROJECT AND AUTHORIZING THE PAY-
MENT TO THE CONTRACTOR**

Whereas, the public improvement contract for the Asbury Road and John F. Kennedy Emergency Traffic Signal Repair, (the Project) has been completed by the Contractor, McDermott Excavating. (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$103,114.60; and

Whereas, the Contractor has previously been paid \$97,958.88, leaving a balance of \$5,155.74; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$5,155.74 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 17th day of January 2023.

Laura J. Roussell, Mayor Pro Tem
Attest: Adrienne N. Breitfelder, City Clerk

11. Industrial Pretreatment Coordinator Position: City Manager recommended City Council approval to create the Industrial Pretreatment Coordinator position, which will be funded by increasing the Industrial Pretreatment Customer fees and charges, as determined through the budget process. Upon motion the documents were received, filed, and approved.

12. Two (2) Parking Enforcement Officer Full-Time Position Recommendations: City Manager recommended the addition of two full-time Parking Enforcement Officers and reduce the number of part-time officers from six budgeted to three. Upon motion the documents were received, filed, and approved.

13. Contracted Services Agreement – Crescent Community Health Center: Upon motion the documents were received, filed, and approved.

14. Signed Contract(s): Strand Associates, Inc. for the Poly- and Perfluoralkyl Substances (PFAS) Treatment Evaluation. Upon motion the documents were received and filed.

15. Improvement Contracts / Performance, Payment, and Maintenance Bonds: 8th Street Paver Reconstruction; Green Alley Retaining Wall - 2406, 2408 & 2410 Queen Street between Queen Street and Windsor Avenue. Upon motion the documents were received, filed, and approved.

16. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 17-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 17-23
APPROVING APPLICATIONS FOR RETAIL
ALCOHOL LICENSES, AS REQUIRED BY
CITY OF DUBUQUE CODE OF ORDI-
NANCES TITLE 4 BUSINESS AND LICENSE
REGULATIONS, CHAPTER 2 LIQUOR CON-
TROL, ARTICLE B LIQUOR, BEER AND
WINE LICENSES AND PERMITS**

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the noted license types to the following applicants pending submission of the locally required documentation:

Renewals

Chopper's, 601 Rhomberg Ave.

Eagles Club, 1175 Century Dr.

Four Mounds Inn & Conference Center, 4900 Peru Rd.

Hy-Vee Fast and Fresh Express 2, 2435 NW Arterial

Noonan's Tap, 1618 Central Ave.

Phoenix Theatres, 555 John F Kennedy Rd.# 105

Sportsters Pub & Grub, 2600 Central Ave.

The Vault Restaurant And Cocktail Lounge, 342 Main St.

Passed, approved, and adopted this 17 day of January 2023.

Laura J. Roussell, Mayor Pro Tem
Attest: Adrienne N. Breifelder, City Clerk

17. Transfer of certain leases for City conduit from Comelec Internet Services to ImOn Communications: Upon motion the documents were received, filed, and approved.

ITEMS SET FOR PUBLIC HEARING

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

1. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa, and Switch Development, LLC for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 18-23 Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on the Proposed Development Agreement by and between the City of Dubuque and Switch Development, LLC., including the proposed issuance of Urban Renewal Tax Increment Revenue Grant Obligations to Switch Development, LLC, and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on February 6, 2023 in the Historic Federal Building.

RESOLUTION NO. 18-23 FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE PROPOSED DE- VELOPMENT AGREEMENT BY AND BE- TWEEN THE CITY OF DUBUQUE AND SWITCH DEVELOPMENT, LLC., INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANT OBLIGATIONS TO SWITCH DEVEL- OPMENT, LLC, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

Whereas, Switch Development, LLC, as Developer, is the owner of the following described real property:

Lot 2 of Switch Development at JFK No. 1, in the City of Dubuque, Iowa, according to the recorded Plat thereof according to the Plat recorded as Instrument No. 2021-15183, records of Dubuque County, Iowa (the Property); and

Whereas, the Property is located in the John F. Kennedy Road Urban Renewal Area (the District) which is an economic development area (the Project Area) as defined by

Iowa Code Chapter 403 (the Urban Renewal Law); and

Whereas, Developer will be constructing an office/commercial building on the Property, and operating the same as a retail/commercial business during the term of this Agreement; and

Whereas, Developer will make an additional capital investment in building improvements, equipment, furniture, and fixtures in the Property (the Project); and

Whereas, City has determined that the Project will require certain traffic safety improvements to the public right of way of John F. Kennedy Road and West 32nd Street and Developer agrees that such Required Intersection Improvements are reasonable and necessary; and

Whereas, Developer is willing to pay for a portion of the traffic safety improvements at the intersection of John F. Kennedy Road and West 32nd Street required due to the additional traffic generated by the Project; and

Whereas, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as such Urban Renewal Plan may be amended; and

Whereas, the Development Agreement provides for the issuance by City of economic development grants to Switch Development, LLC, referred to therein as Urban Renewal Tax Increment Revenue Grant Obligations, payable from the tax increment revenues collected in respect of the Improvements to be constructed by Switch Development, LLC in accordance with the Development Agreement, for the purpose of carrying out the objectives of an Urban Renewal Plan as hereinafter described; and

Whereas, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property; and

Whereas, before said Obligations may be approved, Chapter 403 of the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause this Resolution and a Notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City Council's intent to approve the proposed

Development Agreement, to be held on the 6th day of February, 2023 at 6:30 p.m.

Section 2. The City Council will also meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the John F. Kennedy Road Urban Renewal Area, consisting of the funding of economic development grants to Switch Development, LLC, pursuant to the Development Agreement under the terms and conditions of said Urban Renewal Plan. It is expected that the aggregate amount of the Tax Increment Revenue obligations will be approximately \$200,000.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the approval of the Development Agreement and the issuance of said obligations.

Section 4. That the Notice of the proposed action shall be in substantially the form [provided] hereto.

Passed, approved, and adopted this 17th day of January, 2023.

Laura J. Roussell, Mayor Pro Tem
Attest: Adrienne N. Breifelder, City Clerk

PUBLIC HEARINGS

1. Amend Unified Development Code Section 16-11-8 Subdivision Design Standards and Section 16-13-3 Site Development Requirements: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Planning Services Manager Wally Wernimont provided a staff report. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 2-23 Amending City of Dubuque Code of Ordinances Title 16 Unified Development Code, Chapter 11 Land Subdivision, Section 16-11-8 by adding a new Subsection B Extension of Public Improvements; and amending Chapter 13 Site Design Standards, Section 16-13-3 by adding a new Section 16-13-3-1 Extension of Public Improvements and renumbering Sections 16-13-3-2 through 16-13-3-7. Seconded by Sprank. Motion carried 7-0.

ORDINANCE NO. 2-23

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 16 UNIFIED DEVELOPMENT CODE, CHAPTER 11 LAND SUBDIVISION, SECTION 16-11-8 BY ADDING A NEW SUBSECTION B EXTENSION OF PUBLIC IMPROVEMENTS; AND AMENDING CHAPTER 13 SITE DESIGN STANDARDS, SECTION 16-13-3 BY ADDING A NEW SECTION 16-13-3-1 EXTENSION OF PUBLIC IMPROVEMENTS AND RENUMBERING SECTIONS 16-13-3-2 THROUGH 16-13-3-7

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

Section 1. City of Dubuque Code of Ordinances Section 16-11-8 is amended by deleting Subsection B and substituting the following in lieu thereof:

16-11-8: SUBDIVISION DESIGN STANDARDS:

...

B. Extension of Public Improvements:

1. Definitions: For purposes of this Chapter, the following terms have the following meanings:

Development: Any change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations for which necessary permits may be required.

Fiberoptic network conduit: A pipe, vault, or duct used to enclose fiberoptic cable facilities buried alongside a roadway or surface mounted on a bridge, overpass, or other facility where placement below ground is impossible or impractical. "Fiberoptic network conduit" does not include electronics or cable.

Public Improvement: Streets, sanitary sewers, water mains, streetlights, sidewalks, bike/hike trails, and fiberoptic network conduit.

2. Requirement of Developer: For all subdivision or site plan developments, the developer shall extend all public improvements within and through the subdivision or site development, and to the property lines, to provide for their extension to adjacent properties.

Public improvements shall be designed and installed in accordance with the current city standards and specifications and within the time frame specified in the resolution approving the final plat or improvement plan. The developer shall pay the total cost of engineering and construction of extensions of such public improvements.

Plans for such extensions must be approved by the city engineer. The city

engineer may grant a waiver of the extension requirements on such terms and conditions as the city engineer determines appropriate.

3. Water Mains:

a. Water mains must be sized to meet requirements for domestic plus fire flow water demands and in accordance with city. The city may require the design and construction of water mains with the ability to service lands other than the immediately adjoining land and may require installation of water mains sized larger than the minimum required to provide domestic and fire flow needs for the development. In this circumstance, the city will consider reimbursing the developer for the incremental difference in material cost above that of the cost for water main materials needed to provide domestic and fire flow needs subject to the availability of funds as determined by the city. The city will not reimburse the developer for water mains above 8-inch if larger diameter water main is needed to provide domestic plus fire flow water demands in the development.

b. Only mains sized larger than an 8-inch main may be considered eligible for reimbursement purposes. The reimbursement will be based on the difference in pipe and fitting costs only, and no allowance will be made for the difference in installation costs. The developer must provide the city engineer with a current pipe supplier price list for the water main pipe and appurtenances needed to serve the development and the price for the increased pipe size and appurtenances. The city engineer will calculate the reimbursement amount and will document the reimbursement amount in an agreement between the city and the developer.

c. In areas where water main may be extended by a developer past properties owned by others outside of the final plat so as to serve the area of the final plat, such extension shall be at no expense to the city. The city shall not be obligated to collect any portion of this cost for reimbursement to the developer.

4. Sanitary Sewers:

a. All sanitary sewers mains must be a minimum of 8-inch diameter pipe.

b. The sanitary sewer extension must be sized by the developer and approved by the city engineer to serve the development and the development of upstream sewershed property that may be served by the sewer extension.

c. When the upstream sewershed property would require the developer to increase the pipe diameter, the city will consider reimbursing the developer for the incremental cost difference in sanitary sewer pipe above the cost for sanitary sewer pipe needed to provide service for the development, as determined by the city engineer and subject to the availability of funds as determined the city. The reimbursement will be based on the difference in sanitary sewer pipe costs only and no allowance will be made for the difference in installation costs.

d. The city will not reimburse developers for any increase in sanitary sewer pipe diameter beyond 8-inch diameter if the increase in size is a direct result of the development needs.

5. The developer must provide the city engineer with a current pipe supplier price list for the sanitary sewer pipe needed to serve the development and the price for the increased sanitary sewer pipe size. The city engineer will calculate the reimbursement amount and will document the reimbursement amount in an agreement between the city and the developer.

6. When a developer is installing a sanitary sewer lift station to serve the development, the developer is responsible for proper capacity sizing of the lift station and force main to serve the development to accept flow from upstream sewershed properties.

7. When the upstream sewershed properties would require the developer to increase the sanitary sewer lift station capacity, the city will consider reimbursing the developer for the incremental cost difference in sanitary sewer lift station capacity above the cost for the sanitary sewer lift station needed to provide capacity for the development, as determined by the city engineer and subject to the availability of funds as determined by the city. The reimbursement will be based on the difference in sanitary sewer lift station costs only and no allowance will be made for the difference in installation costs.

8. The developer must provide the city engineer with a current supplier price list for the sanitary sewer lift station and force main needed to serve the development and a separate price list for the components needed for the increased lift station capacity. The city engineer will calculate the reimbursement amount and will document the reimbursement amount in an agreement between the city and the developer.

Section 2. City of Dubuque Code of Ordinances Title Section 16-13-3 is amended by adding a new Section 16-13-3-1 as follows:

16-13-3-1: EXTENSION OF PUBLIC IMPROVEMENTS:

A. Installation Of Improvements: Public improvements including streets, sanitary sewers, storm sewers, stormwater management facilities, water mains, street lighting, street trees, and sidewalks shall be installed in accordance with the city standards.

1. Definitions: For purposes of this Chapter, the following terms have the following meanings:

Development: Any change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations for which necessary permits may be required.

Fiberoptic network conduit: A pipe, vault, or duct used to enclose fiberoptic cable facilities buried alongside a roadway or surface mounted on a bridge, overpass, or other facility where placement below ground is impossible or impractical. "Fiberoptic network conduit" does not include electronics or cable.

Public Improvement: Streets, sanitary sewers, water mains, streetlights, sidewalks, bike/hike trails, and fiber conduit.

2. Requirement of Developer: For all subdivision or site plan developments, the developer shall connect all public improvements to other streets, sanitary sewers, water mains, streetlights, and fiber network conduit, and bike/hike trails within and through the subdivision or site development, and to the property lines, to provide for their extension to adjacent properties.

Public improvements shall be designed and installed in accordance with the current city standards and specifications and within the time frame specified in the resolution approving the final plat or improvement plan. The developer shall pay the total cost of engineering and construction of extensions of such public improvements.

Plans for such extensions must be approved by the city engineer. The city engineer may grant a waiver of the extension requirements on such terms and conditions as the city engineer determines appropriate.

3. Water Mains:

a. Water mains must be sized to meet requirements for domestic plus fire flow water demands and in accordance with city. The city may require the design and construction of water mains with the ability to service lands other than the immediately adjoining land and may require installation of water mains sized larger than the minimum required to provide domestic and fire flow needs for the development. In this circumstance, the city shall reimburse the developer for the incremental difference in material cost above that of the cost for water main materials needed to provide domestic and fire flow needs. The city will not reimburse the developer for water mains above 8-inch if larger diameter water main is needed to provide domestic plus fire flow water demands in the development.

b. Only mains sized larger than an 8-inch main may be considered eligible for reimbursement purposes. The reimbursement will be based on the difference in pipe and fitting costs only, and no allowance will be made for the difference in installation costs. The developer must provide the city engineer with a current pipe supplier price list for the water main pipe and appurtenances needed to serve the development and the price for the increased pipe size and appurtenances. The city engineer will calculate the reimbursement amount and will document the reimbursement amount in an agreement between the city and the developer.

c. In areas where water main may be extended by a developer past properties owned by others outside of the final plat so as to serve the area of the final plat, such extension shall be at no expense to the city. The city shall not be obligated to collect any portion of this cost for reimbursement to the developer.

4. Sanitary Sewers:

a. All sanitary sewers mains must be a minimum of 8-inch diameter pipe.

b. The sanitary sewer extension must be sized by the developer and approved by the city engineer to serve the development and the development of upstream sewershed property that may be served by the sewer extension.

c. When the upstream sewershed property would require the developer to increase the pipe diameter, the city shall reimburse the developer for the incremental difference in sanitary sewer pipe cost above the cost for sanitary

sewer pipe needed to provide service for the development. The reimbursement will be based on the difference in sanitary sewer pipe costs only and no allowance will be made for the difference in installation costs.

d. The city will not reimburse developers for any increase in sanitary sewer pipe diameter beyond 8-inch diameter if the increase in size is a direct result of the development needs.

5. The developer must provide the city engineer with a current pipe supplier price list for the sanitary sewer pipe needed to serve the development and the price for the increased sanitary sewer pipe size. The city engineer will calculate the reimbursement amount and will document the reimbursement amount in an agreement between the city and the developer.

6. When a developer is installing a sanitary sewer lift station to serve the development, the developer is responsible for proper capacity sizing of the lift station to accept flow from upstream sewershed properties.

7. When the upstream sewershed properties would require the developer to increase the sanitary sewer lift station capacity, the city shall reimburse the developer for the incremental difference in sanitary sewer lift station capacity cost above the cost for the sanitary sewer lift station needed to provide capacity for the development as determined by the city engineer. The reimbursement will be based on the difference in sanitary sewer lift station costs only and no allowance will be made for the difference in installation costs.

Section 3. Sections 16-13-3-1 through 16-13-3-6 are renumbered as follows:

16-13-3-2: SITE LIGHTING:

....

16-13-3-3: UTILITY LOCATIONS:

....

16-13-3-4: STORMWATER MANAGEMENT:

....

16-13-3-5: PARKING STRUCTURES:

....

16-13-3-6: PARKING LOT LAYOUT:

....

16-13-3-6-1: PARKING LOT PROVISIONS FOR BICYCLE PARKING:

....

16-13-3-6-2: PARKING LOT LIGHTING:

....

16-13-3-6-3: STANDARD PARKING SPACE DIMENSIONS:

....

16-13-3-7: SIDEWALKS AND WALKWAYS:

....

Section 4. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 17th day of January, 2023.

/s/ Laura J. Roussell, Mayor Pro Tem

Attest: /s/Adrienne N. Breittfelder, City Clerk

Published officially in the Telegraph Herald newspaper on the 20th day of January, 2023.

/s/Adrienne N. Breittfelder

2. Amend Dubuque Technology Park Planned Unit Development: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Planning Services Manager Wally Wernimont provided a staff report. Responding to a question from the City Council, City Manager Van Milligen stated that ImOn Communications intends to create redundancy to respond to potential fiber cuts. Applicant Joe Myers, 683 6th Ave., Convoy, IA, stated that ImOn Communications intends to have north and south hubs in Dubuque. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 3-23 Amending Title 16 Unified Development Code of the City of Dubuque Code of Ordinances by rescinding Ordinance 13-08 and adopting the Amended Dubuque Technology Park Planned Unit Development Ordinance with Planned Industrial Designation and Conceptual Plan. Seconded by Farber. Motion carried 7-0.

ORDINANCE NO 3 - 23

AMENDING TITLE 16 UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES BY RESCINDING ORDINANCE 13-08 AND ADOPTING THE AMENDED DUBUQUE TECHNOLOGY PARK PLANNED UNIT DEVELOPMENT ORDINANCE WITH PLANNED INDUSTRIAL DESIGNATION AND CONCEPTUAL PLAN

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

Section 1. That Title 16 of the Dubuque Code of Ordinances, Unified Development Code, is hereby amended by rescinding Ordinance 13-08 and adopting amended Dubuque Technology Park Planned Unit Development with PI Planned Industrial designation ordinance and conceptual plan for the following property legally described, to wit:

Lots, A, B, C, D and E Lots 1, 3 and 4 of Block 1 Lots 1, 2, 3, 4, 5, 6, 7, 8, 1-10, 11, and 12 of Block 2 all in Dubuque Technology Park; Lots 1 and 2 of Dubuque Technology Park No. 2; Lot 1-1 and Lot 2-1 of Dubuque Technology Park No. 3; Lots 1 and 2-Dubuque Technology Park No. 4, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, IA.

B. Definitions

1. Building-Related Features: Building related features are defined as all constructed items which rise above the grade surface of the lot. These include:
 - a. The primary building.
 - b. All accessory or secondary buildings.
 - c. All exterior storage areas.
 - d. Exterior refuse collection areas.
 - e. Exterior mechanical equipment.
 - f. Containerized or tank storage of liquids, fuels, gases, and other materials.
2. Vehicle-Related Features: Vehicle-related features are defined as all areas used for the movement and parking of all vehicles within the lot. These include:
 - a. Employee and visitor parking spaces.
 - b. Driveways from the street right-of-way line to and from parking spaces.
 - c. Loading spaces outside of the building.
 - d. Maneuvering space and driveways to and from loading spaces.
 - e. Parking spaces for company-owned commercial vehicles.
 - f. Fire lanes.
3. Open Space Features: Open space features are defined as those exterior areas and developed features of the lot which include:
 - a. Landscaped space containing lawn areas and plantings.
 - b. Paved, hard-surfaced, pedestrian areas such as walkways, plazas, entryways, and courtyards.
 - c. Surface storm water detention areas not otherwise used for building-related or vehicle-related purposes.
 - d. Open recreation areas and recreational trail.
 - e. Other non-building and non-vehicular related space.
4. "Carry-out Restaurant" - shall mean an establishment where all of the meals or food are prepared for customers to take out of the establishment.
5. "Properties" shall mean and refer to each and every parcel, and all portions thereof, of the real property herein before described and such additions thereto as may be hereafter added.
6. "Lot" shall mean and refer to any plot of land, except Public Areas and public rights-of way, shown upon any

recorded Subdivision Plat of the Properties.

7. "Owner" shall mean and refer to the record titleholder, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
 8. "Public Areas" shall mean and refer to the landscaped areas, recreational trail, park lands and storm water retention and detention areas as identified by the plat [provided] hereto as Lots D and E and hereby made a part of this Declaration the ownership of which shall be retained by the City of Dubuque. The Public Areas shall be open to the public for the use and enjoyment of the public.
- C. Use Regulations: The following regulations shall apply to all uses made of land in this PUD District:
- Zone A: General Purpose and Description: Properties denoted on Attachment A as Zone A are intended to provide space for corporate offices, professional offices, and technology-oriented companies involved with software development, information technologies and other emerging technologies.
1. Principal permitted uses within Zone A shall be limited to:
 - a. Public or quasi-public utilities including substations
 - b. General offices
 - c. Medical/dental lab
 - d. Mail order houses
 - e. Printing and publishing
 - f. Laboratories for research or engineering
 Parking shall be provided in accordance with Chapter 14 of the Unified Development Code.
 2. Conditional uses shall be limited to:
 - a. Licensed childcare center within the principal structure of a permitted use or in an accessory structure on the same lot. Licensed childcare centers are subject to state and local regulations;
 - 1) All applicable State requirements must be met;
 - 2) Such facility shall provide for the loading and unloading of children so as not to obstruct public streets or create traffic or safety hazards;
 - 3) All license(s) have been issued or have been applied for awaiting the outcome of the Board's decision;

- 4) The parking group requirements must be met;
 - 5) The conditional use applicant certifies that the premises on which the licensed child care center will be located complies with, and will for so long as the group day care center is so located, continue to comply with all local, state and federal regulations governing hazardous substances, hazardous wastes, and hazardous materials, including but not limited to Iowa Code Chapter 455B (1991); 42 U.S.C. Section 9601 of the Federal Comprehensive Environmental Response Compensation and Liability Act; 40 C.F.R. Section 302.4, and Section 302 of the Superfund Amendments and Reauthorization Act of 1986; and
 - 6) If the applicant is subject to the requirements of Section 302 of the Superfund Amendments and Reauthorization Act of 1986, the Emergency Management Director shall certify whether or not the applicant has submitted a current inventory of extremely hazardous substances kept or stored on the premises. If any such extremely hazardous substances are kept or stored on the premises, the applicant shall also post in a conspicuous place on the premises a notice indicating a description of the extremely hazardous substances, and the physical and health hazards presented by such substances.
3. Accessory uses shall be limited to:
- a. Retail outlets within the principal structure of a permitted use, selling products produced on-site and only as accessory to the principal use.
 - b. Any use customarily incidental and subordinate to the principal use it serves.
 - c. Licensed childcare centers shall not be allowed as an accessory use.
- Zone B: General Purpose and Description: Properties designated as Zone B can be developed for office and technology-oriented businesses as in Zone A or a limited amount of commercial development.

1. Principal permitted uses shall be limited to:
 - a. Public or quasi-public utilities, including substations.
 - b. General Offices
 - c. Medical/dental lab
 - d. Mail order houses
 - e. Printing and publishing
 - f. Laboratories for research or engineering
 - g. Business services
 - h. Retail/dry cleaner within a primary building only
 - i. Indoor restaurant
 - j. Carry-out restaurant within a primary building only
 - k. Drive-up automated bank teller within a primary building only
 - l. Banks, savings and loans, and credit unions within a primary building only

Parking shall be provided in accordance with Chapter 14 of the Unified Development Code.
2. Conditional uses shall be limited to:
 - a. Licensed childcare center
 - 1) All applicable State requirements must be met;
 - 2) Such facility shall provide for the loading and unloading of children so as not to obstruct public streets or create traffic or safety hazards;
 - 3) All license(s) have been issued or have been applied for awaiting the outcome of the Board's decision;
 - 4) The parking group requirements must be met;
 - 5) The conditional use applicant certifies that the premises on which the licensed child care center will be located complies with, and will for so long as the group day care center is so located, continue to comply with all local, state and federal regulations governing hazardous substances, hazardous wastes, and hazardous materials, including but not limited to Iowa Code Chapter 455B(1991); 42 U.S.C. Section 9601 of the Federal Comprehensive Environmental Response Compensation and Liability Act; 40 C.F.R. Section 302.4, and Section 302 of the Superfund Amendments and Reauthorization Act of 1986; and
 - 6) If the applicant is subject to the requirements of Section 302 of the Superfund Amendments

and Reauthorization Act of 1986, the Emergency Management Director shall certify whether or not the applicant has submitted a current inventory of extremely hazardous substances kept or stored on the premises. If any such extremely hazardous substances are kept or stored on the premises, the applicant shall also post in a conspicuous place on the premises a notice indicating a description of the extremely hazardous substances, and the physical and health hazards presented by such substances.

3. Accessory uses shall be limited to:

- a. Any use customarily incidental and subordinate to the principal use it serves.

4. Temporary uses shall be limited to:

- a. Any use listed as a permitted use within this PUD District of a limited duration as established and as defined in Chapter 3-19 of the Unified Development Code.

Zone C: General Purpose and Description: Properties designated as Zone C can be developed for public or quasi-public utilities.

1. Principal permitted uses shall be limited to:

- a. Public or quasi-public utilities, including substations and fiber optic hubs.

D. Lot and Bulk Regulations: Development of land in the PUD District shall be regulated as follows:

1. All building structures and activities shall be located in conformance with the [provided] conceptual development plan and all final site development plans shall be approved in accordance with provisions of the PUD District regulations of this ordinance and of Chapter 5-24 of the Unified Development Code.

2. All building-related features shall be in accordance with the following lot and bulk regulations:

- a. Maximum lot coverage shall be limited to 80%. All building and vehicle-related features shall be considered when calculating total land area coverage.

b. Setbacks:

- Minimum front yard setback along Highway 61/151=25 ft.
- Minimum front yard setback along Lake Eleanor Rd=50 ft.
- Minimum front yard setback

on internal streets = 50 ft.

- Minimum side yard setback = 25 ft.
- Minimum rear yard setback = 25 ft.
- Minimum front yard setback within Zone C = 15 ft.

c. Within required front, side, and rear setbacks, only driveways, fire lanes, open space features, and primary and secondary signage are allowed. Parking lots may encroach up to 25 ft. into a 50-foot front yard setback, provided additional screening is provided as required in the Landscaping Regulations section of this PUD Ordinance.

E. Parking Regulations

1. All vehicle-related features shall be surfaced with either asphalt or concrete.

2. Curbing and proper surface drainage of stormwater shall be provided.

3. All parking and loading spaces shall be delineated on the surfacing material by painted strips or other permanent means.

4. The number, size and design of parking spaces shall be governed by applicable provisions of City of Dubuque Ordinances enforced at the time of development of the lot.

5. The number, size, design, and location of parking spaces designated for persons with disabilities shall be according to the local, state, or federal requirements in effect at the time of development.

6. The location and number of private driveway intersections with public streets shall be established by the City of Dubuque. Access to all lots shall be limited to the internal streets of this PUD District.

7. No on-street maneuvering of delivery vehicles will be allowed on any type of through street. Lots adjoining through streets shall provide all necessary maneuvering space for delivery vehicles within the boundaries of the lots.

F. Landscaping Regulations

1. Plant Materials. The open space of each lot shall be planted with permanent lawn and ground covers, shrubs, and trees. It is the intent of these regulations that the development of required open spaces shall reflect a high quality of environmental design.

The following provisions shall apply for each lot.

- a. Landscape plans are required as part of submittals for site plan review. Landscape plans are to include type, number, and size of proposed plantings. As a minimum, the submitted landscape plan should include the following:
 - No vehicle-related features except driveways and fire lanes shall be allowed within 25 ft. of the of the property line.
 - For every one (1) acre of lot size, four (4) trees shall be required to a maximum of 40 trees. Each required tree shall be at least two (2) inches in diameter at planting.
 - Shrubs shall be used to screen parking areas and provide accent around buildings. Shrubs shall be of varieties approved for this PUD District and listed in the covenants for this PUD District.
 - Parking areas located in front yards shall be screened with a combination of trees, shrubs, or berms to provide a landscape screen of 25% opacity.
 - Parking areas located in front yards and encroaching up to 25 ft. into a 50- foot front yard setback shall be screened with a combination of trees, shrubs, and berms to provide a landscape screen of 50% opacity.
 2. The installation of required planting materials may be phased in direct proportion to the phasing of building construction. All exposed soil areas remaining after the construction of building and vehicle-related features shall be planted with a permanent ground cover to prevent erosion. Within one (1) year following completion of construction, or by the date that a building is issued an occupancy certificate by the Building Safety Department of the City of Dubuque, whichever first occurs, required landscaping shall be installed.
 3. The lot owner is required to replant any and all plant materials which have died due to any cause during the effective period of this PUD Ordinance.
 4. The area between the public street and the right-of-way line shall be planted with grass and maintained by the lot owner. In addition, the lot owner will maintain City installed street trees planted between the street and the right-of- way line, including replacing trees that have died due to any cause.
 5. Pedestrian access: Permanent hard-surfaced walkways shall be installed and maintained by the owner for purposes of pedestrian movement between all parking areas and functioning entries and exits of the buildings.
 6. PUD District landscaping: Landscaping of this PUD District shall be in accordance with the landscape plan, a copy of which is [provided] and made a part of this PUD Ordinance.
- G. Sign Regulations
1. Applicability of City of Dubuque Ordinances: Chapter 15 of the Unified Development Code Sign Regulations shall apply unless further regulated by this section.
 2. Off-Premise Signs: No off-premise signs shall be erected or constructed on the property of this PUD District or on any of the private lots or buildings within this PUD District.
 3. On-Premise Signs:
 - a. Allowable content: signs messages and graphics shall be limited to the following contents:
 - 1) PUD District signs
 - Entrance signs
 - Directory signs
 - Street address
 - 2) Primary signs
 - Identification of company name
 - Identification of company products or services by generic name only
 - Street address
 - Graphic symbol or logo identified with the company
 - 3) Secondary signs
 - Directional messages necessary for the safe and efficient flow of vehicular and pedestrian traffic on
 - Identification of visitor entrances to the building, shipping, and receiving docks and other delivery
 - Identification of assigned parking spaces and parking spaces accessible to persons with disabilities
 - Temporary announcements of pending or new construction
 - Commemorative messages
 - b. Allowable Structural Types:
 - 1) PUD District signs
 - Monument-style
 - 2) Primary signs

- Wall-mounted
- Monument-style
- 3) Secondary signs
 - Wall-mounted
 - Monument-style
- c. Maximum number of signs:
 - 1) PUD District signs
 - Not to exceed a total of six (6) signs in PUD District
 - 2) Primary signs
 - One (1) wall-mounted sign per street frontage per business
 - One (1) monument-style sign per lot location; restricted to frontages on interior streets only.
 - 3) Secondary signs
 - No maximum number
- d. Maximum Sign Area:
 - 1) PUD District signs
 - Entrance signs: 200 square ft. per sign face
 - Directory signs: 30 square ft. per sign face
 - 2) Primary signs
 - Wall-mounted sign: 15% of the area of the building wall upon which it is mounted
 - Monument-style signs: 100 square ft. per sign face
 - 3) Secondary signs
 - Limited to six (6) square ft.
- e. Height Regulations:
 - 1) PUD District sign
 - 12 ft., measured from average grade to top sign structure
 - 2) Primary signs
 - 10 ft., measured from average grade to top of structure
 - 3) Secondary signs
 - 6 ft., measured from average grade to top of sign structure
- f. Variance requests from sign requirements for sign, number and height shall be reviewed by the Zoning Board of Adjustment in accordance with Chapter 8-6 of the Unified Development Code.
- g. Lighting: PUD District Signs and primary and secondary signs may be illuminated only by means of indirect lighting whereby all light sources and devices are shielded from view by opaque or translucent materials, or internally illuminated by means of a light source

completely enclosed by the sign panel.

- h. Motion: No signs may include any device or means, mechanical, electrical, or natural, which shall cause any motion of the sign panel or any part thereof. No flashing lights or changing colors shall be allowed.

H. Performance Standards: The development and maintenance of uses in this PUD District shall be established in conformance with Chapter 13 of the Unified Development Code and the following standards:

1. Site Lighting

- a. Exterior illumination of site features shall be limited to the illumination of the following:
 - i. Parking areas, driveways and loading facilities.
 - ii. Pedestrian walkway surfaces and entrances to building.
 - iii. Screened storage areas.
 - iv. Building exterior.

b. Location and Design:

- i. All exterior lighting shall be designed, installed, and maintained so as not to cause glare or to shine into adjacent lots and streets.
- ii. No light source shall provide illumination onto adjacent lots, buildings, or streets in excess of 1.0-foot candle.
- iii. All exterior lighting luminaires shall be designed and installed to shield light from the luminaire at angles above 72 degrees from vertical.
- iv. A lighting plan shall be included as part of site plan submittals that indicates types of lights used and ground light pattern for building lighting of building and parking related features.
- v. Fixtures mounted on a building shall not be positioned higher than the roof line of the building.
- vi. The top of post mounted free-standing fixtures shall not be higher than 30 ft. above the ground.
- vii. Wooden utility type poles are acceptable only for temporary use during construction.

- viii. All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.
2. Utility Locations
- a. Service lines: All electrical, telephone, cable and other similar utility lines serving the building and other site features shall be located underground.
 - b. Mechanical equipment: all electrical transformers, switching gear, relay boxes, meters, air conditioning units, heat pumps and other similar mechanical equipment, including roof mounted mechanical equipment, shall be screened from view. Mechanical equipment shall be screened in such a manner that it will appear to be an integral part of the building's overall architectural design. Fencing of at least 50% opacity, masonry walls, or plantings may be used to visually screen mechanical equipment.
3. The recreational trail shall be placed six (6) ft. behind the curb parallel to the street on the north side of the cul-de-sac street and the east side of the major street that runs north to south to link the perimeter recreational trail. The recreational trail shall be internal to this PUD District and shall not be placed on the north side of Lake Eleanor Road. The recreational trail shall be placed in accordance with the conceptual development plan.
4. Final site development plans shall be submitted in accordance with Chapter 12 of the Unified Development Code prior to construction of each building and vehicle-related feature unless otherwise exempted by Chapter 12.
5. Stormwater Conveyance: The developer of each lot shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainageways outside the lot in a means that is satisfactory to the Public Works Department of the City of Dubuque.
6. Maintenance Assessments
- a. City shall levy against the Properties in each assessment year an annual assessment for the purpose of paying fifty percent (50%) of the actual costs of City's maintenance and repair of the Public Areas and the actual costs associated with maintaining and lighting entrance signs. Said assessment may also include the establishment of a capital improvements reserve fund for such purposes. Upon establishment of such assessment levy, each Owner shall pay to City a pro rata share (as hereinafter defined) of such assessment levy,
 - b. If such pro rata share is not paid within thirty (30) days of its due date, the amount of such pro rata share shall become a lien upon the Lot obligated to pay the same and shall bear interest from the due date at the highest legal contract rate applicable to a natural person. City may bring an action at law against any Owner obligated to pay the same or foreclose the lien against the Lot. The Owner shall also be obligated to City for City's costs and reasonable attorney's fees of any collection efforts. No Owner may waive or otherwise avoid liability for an assessment provided herein by non-use of the Public Areas or abandonment of a lot.
 - c. An Owner's pro rata share shall be equal to a fraction, the numerator of which shall be the gross square ft. area of the Lot owned by the Owner and the denominator of which shall be the gross square ft. area of the Properties exclusive of the Public Areas and public rights-of way.
 - d. Other applicable regulations enforced by the City of Dubuque relative to stormwater management and drainage shall apply to properties in this PUD District.
7. The conceptual development plan shall serve as the preliminary plat for this PUD District. Subdivision plats and improvement plans shall be submitted in accordance with Chapter 11 Land Subdivision, of the Unified Development Code.
8. Operations within enclosed buildings: All operations and activities shall be conducted or maintained within completely enclosed buildings, except:
- a. Off-street parking and loading spaces.
 - b. Employee recreational facilities.
 - c. Outdoor or exterior storage.
9. Noises generated within this PUD District shall be regulated by Title 6, Chapter 5 Noises, of the City of Dubuque Code of Ordinances.
10. All loading docks for shipping and receiving of raw and manufactured

goods shall be designed to provide for the direct movement of goods between the delivery vehicle and the interior of the building. Loading docks shall generally be restricted to the rear façade of a building. Loading docks may only be allowed on a side facade of a building with approval granted through the design review process provided in the Dubuque Technology Park covenants. Buildings located on corner lots shall provide screening that visually obscures the dock from both street frontages, including any trucks positioned at the dock. No visually exposed platform docks shall be allowed except within fully screened storage areas. An effective 50% screening of loading doors and docks, measured from ground level to a height of at least 20 ft., shall be provided through the use of earthen berms and plantings.

11. Exterior Storage:

- a. Exterior storage is prohibited in this PUD District.

12. Exterior Trash Collection Areas:

- a. The storage of trash and debris shall be limited to that produced by the principal permitted use, conditional uses, and accessory uses of the lot.
 - b. The ground area coverage of exterior trash collection areas shall be the area contained inside the required screening and this area shall be considered a building-related feature for purposes of calculating total land area coverages.
 - c. Exterior trash collection areas shall be located in the rear or side yards only.
 - d. All exterior trash collection areas and the materials contained therein shall be visually screened from view. The screening shall be completely opaque fence, wall or other feature not exceeding a height of 10 ft. measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal. Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen.
- If a 10-foot-high screen fails to

shield the exterior trash collection area from view from points inside or outside of the property, ever-green plantings may be required in addition to the screening. Ever-green plant materials shall be selected and designed so that they will screen the area from all off-site visibility within five (5) years.

- 13. Street lighting: Street lights shall be installed in accordance with City of Dubuque standards.

- 14. Flood Plain Regulations: The area of this PUD District that lies within the flood plain of Granger Creek shall be subject to the regulations of Chapter 6-4 of the Unified Development Code.

- 15. Phased Construction of Buildings and Parking Spaces: The construction of off-street parking spaces may be phased in proportion to the percentage of total building floor area constructed at any one time. Ground area set aside for future parking, loading spaces or driveways or for parking provided in excess of the minimum required number of parking spaces shall not reduce the minimum required area for open space.

- 16. Other Codes and Regulations: These regulations do not relieve an owner from other applicable city, county, state and federal codes, regulations, laws, and other controls relative to the planning, construction, operation and management of property in the Dubuque Industrial Center/South.

- I. Open Space and Recreation Area: These areas designated on the conceptual development plan as "open" shall be maintained as open space, as defined by Chapter 2 of the Unified Development Code by the property owner and/or association. The recreational trail shall be maintained by the property owner and/or association.

J. Ordinance History

- 1. Ord. 27-97: Rezoning from AG Agricultural District to Planned Unit Development with a Planned Industrial designation.
- 2. Ord. 13-08: Amend from Planned Unit Development to Planned Unit Development with conditions and changed the name of the PUD district to Dubuque Technology Park.

- K. Transfer of Ownership: Transfer of ownership or lease of property in this PUD District shall include in the transfer or lease agreement a provision that the purchaser or lessee acknowledges the existence of this PUD District and the

restrictions and conditions existing in this PUD District.

L. Modifications: Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Chapter 9-5 of the Unified Development Code.

M. Recording: A copy of this ordinance shall be recorded in the office of the Dubuque County Recorder as a permanent record of this amendment.

Section 3. The foregoing amendment has heretofore been reviewed by the Zoning Commission of the City of Dubuque, Iowa.

Section 4. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved, and adopted this 17th day of January, 2023.

/s/ Laura J. Roussell, Mayor Pro Tem
Attest: /s/ Adrienne N. Breitfelder, City Clerk
Published officially in the Telegraph Herald newspaper on the 20th day of January 2023.

/s/ Adrienne N. Breitfelder, City Clerk

ACTION ITEMS

1. Amending the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens, and Charges for the Dubuque Industrial Center: Motion by Resnick to receive and file the documents and adopt Resolution No. 19-23 Approving an Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges for property in Dubuque Industrial Center West Dubuque Industrial Center West 2nd Addition Dubuque Industrial Center West 5th Addition and Dubuque Industrial Center North First Addition and Resolution No. 20-23 Approving an Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges for property in Dubuque Industrial Center South First Addition. Seconded by Farber. Motion carried 7-0.

RESOLUTION NO. 19-23 APPROVING AN AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS, AND CHARGES FOR PROPERTY IN DUBUQUE INDUSTRIAL CENTER WEST DUBUQUE INDUSTRIAL CENTER WEST 2ND ADDITION DUBUQUE INDUSTRIAL CENTER WEST 5TH ADDITION AND DUBUQUE INDUSTRIAL CENTER NORTH FIRST ADDITION

Whereas, the City Council of the City of Dubuque adopted on October 25, 1999 the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges (the Covenants), recorded November 16, 1999 as Instrument no. 17454-99, as

amended, covering the following described Properties:

Dubuque Industrial Center West Lots 1, 2, 3, 4, A, B, C and D;

Dubuque Industrial Center West 2nd Addition, by instrument dated April 16, 2002, recorded on April 30, 2002 as Instrument no. 7990-02;

Dubuque Industrial Center West 5th Addition, by instrument dated June 6, 2006, recorded July 7, 2006 as Instrument no. 2006-10389; and

Dubuque Industrial Center North First Addition, by instrument dated February 7, 2011, recorded February 11, 2011 as Instrument no. 2011-2684;

Lot one (1) of Graf Farm Subdivision #2, Dubuque County, Iowa, according to the recorded plat thereof;

Lot 1 of Lot 1 of Lot 1 of Lot 1 of West One-half of Northeast One-quarter, Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa;

Lot 2 in "W.A. Norman Place" in Section 25, Center Township, Dubuque County, Iowa, according to the plat thereof; and The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa;

Lot 1 of Lot 1 of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the South $\frac{1}{2}$ of the NW $\frac{1}{4}$ in Section 29, Township 89 North, Range 2 East of the 5th P.M., Dubuque County, Iowa;

Lot One (1) of Dubuque Industrial Center Seventh Addition in the City of Dubuque, Iowa, according to the recorded plat thereof;

Lot Two (2) of McFadden Farm Place #2 in the City of Dubuque, Iowa, according to the recorded plat thereof; and

Lot 2 of McFadden Farm Place, in the City of Dubuque, Iowa, according to the recorded Plat thereof, subject to easements and restrictions of record; and

Whereas, the City of Dubuque and the Owners of the Properties now desire to amend the Covenants as set forth in the [provided] amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens And Charges for property in Dubuque Industrial Center West Dubuque Industrial Center West 2nd Addition Dubuque Industrial Center West 5th Addition and Dubuque Industrial Center North First Addition; and

Whereas, the Amendment revises the Covenants as follows:

Section 4. For purposes of this Article IV, "Properties" and "Public Areas" shall mean the Properties and Public Areas described in this Amendment to Declaration of Covenants and the Properties

in Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges for Dubuque Industrial Center South Lots 1, 2, 3, 4, 5, A, B, C, Dubuque Industrial Center South First Addition, recorded February 5, 2014, Instrument No. 2014-00001147, and all property which may be added to such Declarations of Covenants; and

Whereas, the City Council finds that it is in the best interests of the City of Dubuque to approve the Amendment.

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

Section 1. The amendment to Declaration Of Covenants, Conditions, Restrictions, Reservations, Easements, Liens And Charges for property in Dubuque Industrial Center West Dubuque Industrial Center West 2nd Addition Dubuque Industrial Center West 5th Addition and Dubuque Industrial Center North first addition is hereby approved.

Section 2. The City Manager is hereby authorized and directed to take such action as may be necessary to carry out the terms of this Resolution.

Passed, approved, and adopted this 17th day of January, 2023.

Laura J. Roussell, Mayor Pro Tem
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 20-23
APPROVING AN AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, LIENS, AND CHARGES FOR PROPERTY IN DUBUQUE INDUSTRIAL CENTER SOUTH FIRST ADDITION**

Whereas, the City Council of the City of Dubuque adopted on February 3, 2014 the Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens, and Charges (the Covenants), recorded March 5, 2014, as Instrument no. 2014-00001147, covering the following described Properties:

Dubuque Industrial Center South Lots 1, 2, 3, 4, 5, A, B, C, Dubuque Industrial Center South First Addition, recorded February 5, 2014, Instrument No. 2014-00001147; and

Whereas, the City of Dubuque and the owners of the properties now desire to amend the covenants as set forth in the [provided] amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens, and Charges for property in Dubuque Industrial Center south first addition; and

Whereas, the Amendment revises the Covenants as follows:

Section 4. For purposes of this Article IV,

"Properties" and "Public Areas" shall mean the Properties and Public Areas described in this Amendment to Declaration of Covenants and the Properties in Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges, recorded August 10, 2017, Instrument No. 2017-00009921, for the following described Properties:

Dubuque Industrial Center West Lots 1, 2, 3, 4, A, B, C and D;

Dubuque Industrial Center West 2nd Addition, by instrument dated April 16, 2002, recorded on April 30, 2002 as Instrument no. 7990-02;

Dubuque Industrial Center West 5th Addition, by instrument dated June 6, 2006, recorded July 7, 2006 as Instrument no. 2006-10389;

Dubuque Industrial Center North First Addition, by instrument dated February 7, 2011, recorded February 11, 2011 as Instrument no. 2011-2684;

Lot one (1) of Graf Farm Subdivision #2, Dubuque County, Iowa, according to the recorded plat thereof;

Lot 1 of Lot 1 of Lot 1 of Lot 1 of West One-half of Northeast One-quarter, Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa;

Lot 2 in "W.A. Norman Place" in Section 25, Center Township, Dubuque County, Iowa, according to the plat thereof; and The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa;

Lot 1 of Lot 1 of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the South $\frac{1}{2}$ of the NW $\frac{1}{4}$ in Section 29, Township 89 North, Range 2 East of the 5th P.M., Dubuque County, Iowa; and

Lot One (1) of Dubuque Industrial Center Seventh Addition in the City of Dubuque, Iowa, according to the recorded plat thereof; and

Lot Two (2) of McFadden Farm Place #2 in the City of Dubuque, Iowa, according to the recorded plat thereof; and

Lot 2 of McFadden Farm Place, in the City of Dubuque, Iowa, according to the recorded Plat thereof, subject to easements and restrictions of record and all property which may be added to such Declarations of Covenants.

Whereas, the City Council finds that it is in the best interest of the City of Dubuque to approve the Amendment.

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

Section 1. The amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens, and Charges for property in Dubuque Industrial Center South first addition is hereby approved.

Section 2. The City Manager is hereby authorized and directed to take such action as may be necessary to carry out the terms of this Resolution.

Laura J. Roussell, Mayor Pro Tem
Attest: Adrienne N. Breitfelder, City Clerk

2. Greater Dubuque Development Corporation's "YOU Can Be Great Here" Campaign Videos: Motion by Jones to receive and file the documents and view the videos. Seconded by Sprank. Media Services displayed three videos that are part of Greater Dubuque Development Corporation's "YOU Can Be Great Here" Campaign to promote the Greater Dubuque region. The videos can be viewed at the following link: <https://www.youtube.com/@greaterdubuquedevelopment5306>. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Mayor Pro Tem Roussell offered her condolences to Council Member Wethal on the loss of her grandmother.

Council Member Jones reported on Special Olympics recently occurring in Dubuque.

Mayor Cavanagh also reported on Special Olympics and the Martin Luther King Jr. (MLK) community breakfast occurring over the MLK holiday.

Council Member Wethal reported on the Black Thread art exhibit opening at the Dubuque Museum of Art.

Council Member Resnick thanked the Grand River Center for their support in hosting the MLK community breakfast and expressed enthusiasm for the year ahead.

There being no further business, Mayor Pro Tem Roussell declared the meeting adjourned at 7:03 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 5:30 p.m. on January 30, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting work sessions on the Smart Parking & Mobility Master Plan and the Historic Millwork District Master Plan.

WORK SESSIONS (2)

1. SMART PARKING & MOBILITY MASTER PLAN UPDATE

Director of Transportation Services Ryan Knuckey introduced Kevin White of Walker Consultants. Mr. White; Kenny Okigbo with RDG Planning & Design; and Eric Haggett with Walker Consultants, reviewed the status and findings of the Smart Parking & Mobility Master Plan.

Due to a technical issue, the work session paused at 5:46 p.m. and reconvened at 6:03 p.m. While reconvening the session, Mayor Cavanagh announced that the meeting would not be broadcast on the city's video feed and Facebook due to technical difficulties. The meeting remained virtually accessible through GoToMeeting and was being recorded via the platform.

Responding to questions from the City Council, the consultants summarized the outcomes of charging for parking, the possibility of reduced rate solutions, and outreach efforts conducted to obtain equitable input. Input received about transportation options for students and biking options were briefly outlined. Responding to a question from the City Council on whether the income ranges of survey respondents reflected Dubuque's income data, Mr. Okigbo stated that the consultants would provide that information to the City Council. The consultants summarized the current limitations and opportunities regarding the city's parking infrastructure and technology and stated that offering technologies that accept coin payments continue to be a prevalent

option. The consultants stated that one outcome of the study will be to issue a Request for Proposals (RFP) for parking technology, in which the City can specify all desired technology. While leasing technology is an option, the consultants stated that it could limit the number of vendor options. Mr. Okigbo stated that the online survey was closed, but the public can still visit the Move DBQ website to submit comments, and that Council Members could forward any comments they receive to the consultants.

This work session concluded at 7:28 p.m. The City Council recessed until 7:34 p.m.

2. HISTORIC MILLWORK DISTRICT MASTER PLAN UPDATE

Economic Development Director Jill Connors introduced Andrew Dresdner of Bolton & Menk. Mr. Dresdner and Chris Brewer, also of Bolton & Menk, presented on the current status of the Historic Millwork District Master Plan Update.

Responding to questions from the City Council, Mr. Dresdner discussed the possibility of either 7th Street or 10th Street serving as a thoroughfare to other Dubuque amenities and provided input on district naming. Responding to a question from the City Council, Ms. Connors stated that the initial Historic Millwork report was submitted in October and will be provided to the City Council. Ms. Connors also stated that marketing has not been included in the master plan, but that marketing is a discussion point in monthly stakeholder meetings regarding the district.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:12 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:00 p.m. on February 6, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Sustainable Dubuque.

WORK SESSION SUSTAINABLE DUBUQUE WORK SESSION

Sustainable Community Coordinator Gina Bell provided an update of the Renew Dubuque Solar program. Responding to a question from the City Council, Ms. Bell stated that five-year maintenance of the solar panels is included in the contracts and is an industry standard.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:17 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on February 6, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. COVID-19 Update: Public Health Director Mary Rose Corrigan provided an update on the COVID-19 pandemic and response activities.

PROCLAMATION(S)

1. Kiwanis Club of Dubuque 103rd Anniversary Week (February 12-18, 2023) was accepted by Nora McCarville on behalf of the Kiwanis Club of Dubuque.

CONSENT ITEMS

Council Member Wethal requested Item No. 11 be held for separate discussion. Council Member Roussell requested Item No. 5 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for Items No. 5 and 11. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: Airport Commission of 11/29/22; City Council Proceedings of 1/17/23; Civil Service Commission of 1/11/23; Long Range Planning Advisory Commission of 1/18/23; Proof of Publication for City Council Proceedings of 1/3/23. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Tara Behnke for vehicle damage; Dubuque County for personal injury/property damage; Gerardo Flores for property damage; Richard and Julie Hardorff for property damage; Lindsey Hoyne for

vehicle damage; Laura Knabel for personal injury/vehicle damage; Kelly Otting for personal injury/property damage; Brian Ward for personal injury. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Tara Behnke for vehicle damage; Dubuque County for personal injury/property damage; Gerardo Flores for property damage; Richard and Julie Hardorff for property damage; Lindsey Hoyne for vehicle damage; Laura Knabel for vehicle damage and personal injury; Mark Laird for vehicle damage; Kelly Otting for personal injury/property damage; Brian Ward for personal injury. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 21-23 Authorizing the Director of Finance and Budget/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 21-23
AUTHORIZING THE DIRECTOR OF FINANCE AND BUDGET / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

Whereas, the Finance Director-City Treasurer has provided a list of Expenditures [provided] hereto, and by this reference made a part hereof, to be drawn to pay for goods and services provided for City purposes; and

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

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

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

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

Passed, approved, and adopted this 6th day of February, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Council Member Susan R. Farber Appointment to National League of Cities' Information Technology and Communications Committee: City Council Members congratulated Council Member Farber on her committee appointment. Motion by Roussell to receive and file the documents. Seconded by Resnick. Motion carried 7-0.

6. City of Dubuque Named a Best-in-Class Employer: Upon motion the documents were received and filed.

7. 2023 Federal Legislative Priorities: Upon motion the documents were received, filed, and approved.

8. Map of Iowa Population by County – 2021: Upon motion the documents were received and filed.

9. "How to Avoid Right of Way Violation Charges" Public Works Flyer: Upon motion the documents were received and filed.

10. Second Amendment to Grant Agreement between the City of Dubuque, Iowa and Dub Jones Real Estate, LLC for the Redevelopment of 2900 Central Avenue: Upon motion the documents were received and filed, and Resolution No. 22-23 Approving the Second Amendment to Grant Agreement between the City of Dubuque, Iowa and Dub Jones Real Estate, LLC was adopted.

**RESOLUTION NO. 22-23
APPROVING THE SECOND AMENDMENT
TO GRANT AGREEMENT BETWEEN THE
CITY OF DUBUQUE, IOWA AND DUB
JONES REAL ESTATE, LLC**

Whereas, the City of Dubuque (City) and

Dub Jones Real Estate, LLC (Grant Recipient) previously entered into a Grant Agreement dated September 21, 2021, as amended, for the redevelopment of 2900 Central Avenue in the City of Dubuque, Iowa (the Project); and

Whereas, City and Grant Recipient desire to further amend the Grant Agreement as set forth in the [provided] Second Amendment to Grant Agreement.

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

Section 1. That the Second Amendment to Grant Agreement between the City of Dubuque, Iowa and Dub Jones Real Estate, LLC, a copy of which is [provided] hereto, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Second Amendment to Grant Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Second Amendment to Grant Agreement as herein approved.

Passed, approved, and adopted this 6th day of February, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

11. Amendment to Contracted Services Agreement – Greater Dubuque Development Corporation: Council Member Wethal announced she would abstain from voting on this item due to her father serving as President and CEO of Greater Dubuque Development Corporation. Motion by Jones to receive and file the documents and approve the agreement. Seconded by Sprank. Motion carried 6-0 with abstention from Wethal.

12. 2023 – Q1 Update on Childcare Challenges and Collaborations: Upon motion the documents were received and filed.

13. Intent to Apply for Bloomberg Philanthropies' Public Art Challenge: Upon motion the documents were received, filed, and approved.

14. Water Main Extension to Tamarack Park (Phase 2) Amendment to change date of project completion: Upon motion the documents were received, filed, and approved.

15. New Hazardous Materials Command Vehicle: Upon motion the documents were received and filed.

16. 2023 Asphalt Overlay Curb Ramp Project 1: Upon motion the documents were received, filed, and made a matter of record.

17. Mystique Ice Arena: Becker Arena Products - Dasher Board and Shielding System Project - Acceptance of Equipment, Goods, and Services Contract: Upon motion the documents were received and filed, and Resolution No. 23-23 Accepting the Mystique Ice Arena Dasher Board and Shielding System Project and authorizing the payment to the vendor / service provider was adopted.

**RESOLUTION NO. 23-23
ACCEPTING THE MYSTIQUE ICE ARENA
DASHER BOARD AND SHIELDING SYSTEM
PROJECT AND AUTHORIZING THE PAY-
MENT TO THE VENDOR / SERVICE PRO-
VIDER**

Whereas, the Equipment, Goods, and Services Contract for the Mystique Ice Arena Dasher Board and Shielding System Project (the Project) has been completed by Becker Arena Products, Inc., (Vendor / Service Provider), and the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$332,998.00; and

Whereas, Becker Arena Products, Inc. has previously been paid \$316,348.10, leaving a balance of \$16,649.90; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to Becker Arena Products, Inc. the balance of the retainage of \$16,649.90 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 6th day of February 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

18. Mystique Ice Arena Construction Site Cleanup: Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 24-23 Accepting the Mystique Ice Arena Construction Site Cleanup was adopted.

**RESOLUTION NO. 24-23
ACCEPTING THE MYSTIQUE ICE ARENA
CONSTRUCTION SITE CLEANUP**

Whereas, the public improvement contract for the Mystique Ice Arena Construction Site Cleanup (the Project) has been completed by

the Contractor, All Clear, Inc., (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$23,830.96; and

Whereas, the Contractor has previously been paid \$22,639.41, leaving a balance of \$1,191.55; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$1,191.55 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 6th day of February 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

19. Mechanical Electrical and Plumbing (MEP) Systems Assessment and Design Project – Request to Distribute a Request for Qualifications (RFQ) and Create an RFQ Review Committee: Upon motion the documents were received, filed, and approved.

20. Stoneman Road Right of Way Platting and Dedication - Hills and Dales Child Development Center property in Dubuque, Iowa as part of the Stoneman Road Reconstruction Project: Upon motion the documents were received and filed, and Resolution No. 25-23 Approving the Acquisition Plat of Lot 2-2-1-2-1-2-2-2-2-A of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 25-23
APPROVING THE ACQUISITION PLAT OF
LOT 2-2-1-2-1-2-2-2-2-A OF THE NORTH-
EAST QUARTER OF THE NORTHEAST
QUARTER OF SECTION 28, T89N, R2E OF
THE 5TH P.M., IN THE CITY OF DUBUQUE,
IOWA**

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, an Acquisition Plat dated January 10, 2023 prepared by the City of Dubuque Engineering Department describing Lot 2-2-1-2-1-2-2-2-2-A of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa; and

Whereas, said plat conforms to the laws and statutes pertaining thereto; and

Whereas, upon said plat appears Lot 2-2-1-2-1-2-2-2-2-A, which Hills and Dales Child Development Center, by said plat has dedicated to the public forever.

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

Section 1. That the plat dated January 10, 2023, prepared by the City of Dubuque Engineering Department, relative to the real estate hereinabove described be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plat and on behalf of the City of Dubuque, Iowa.

Section 2. That the dedication of Lot 2-2-1-2-1-2-2-2-2-A of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa, for street Right of Way and public utility purposes, as it appears on said Acquisition Plat, be and the same are hereby accepted.

Section 3. That the City Clerk be and is hereby authorized and directed to file said plat and certified copy of this resolution in the office of the Recorder, in and for Dubuque County, Iowa.

Passed, approved, and adopted this 6th day of February, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breifelder, City Clerk

21. Acceptance of a Grant of Easement for Public Utilities over Hills and Dales Child Development Center property in Dubuque, Iowa as part of the Stoneman Road Reconstruction Project: Upon motion the documents were received and filed, and Resolution No. 26-23 Accepting a Grant of Easement for public utilities through, over and across part of Lot 2- 2-1-2-1-2-2-2-2-2 of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 26-23
ACCEPTING A GRANT OF EASEMENT FOR
PUBLIC UTILITIES THROUGH, OVER AND
ACROSS PART OF LOT 2-2-1-2-1-2-2-2-2-2
OF THE NORTHEAST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 28,
T89N, R2E OF THE 5TH P.M., IN THE CITY OF
DUBUQUE, IOWA**

Whereas, Hills and Dales Child Development Center has executed a Grant of Easement for Public Utilities through, over and across part of Lot 2-2-1-2-1-2-2-2-2-2 of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grant of Easement for Public Utilities through, over and across part of Lot 2-2-1-2-1-2-2-2-2-2 of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa, as shown on the Grant of Easement for Public Utilities, from Hills and Dales Child Development Center, a copy of which is [provided] hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Section 3. The City Clerk is hereby authorized to and directed to record this resolution and Grant of Easement for Public Utilities with the Dubuque County Recorder.

Passed, approved, and adopted this 6th day of February, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breifelder, City Clerk

22. Proceedings for final action on the Issuance of Not to Exceed \$1,950,000, Sanitary Sewer Revenue Capital Loan Notes (State of Iowa – Water Quality Financing Program): Upon motion the documents were received and filed, and Resolution No. 27-23 Authorizing and providing for the issuance and securing the payment of \$1,950,000 Taxable Sewer Revenue Capital Loan Notes, Series 2023A by the City of Dubuque, Iowa under the provisions of Chapter 384 of the Code of Iowa, providing for a method of payment thereof, approving the Loan and Disbursement Agreement and other related matters was adopted.

**RESOLUTION NO. 27-23
SERIES RESOLUTION AUTHORIZING AND
PROVIDING FOR THE ISSUANCE AND SE-
CURING THE PAYMENT OF \$1,950,000
TAXABLE SEWER REVENUE CAPITAL
LOAN NOTES, SERIES 2023A BY THE CITY
OF DUBUQUE, IOWA UNDER THE PROVI-
SIONS OF CHAPTER 384 OF THE CODE OF
IOWA, PROVIDING FOR A METHOD OF
PAYMENT THEREOF, APPROVING THE
LOAN AND DISBURSEMENT AGREEMENT
AND OTHER RELATED MATTERS**

Whereas, the City Council of the City of Dubuque, Iowa (the "City") has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the Municipal Sewer System, and said revenues are available for the payment of sewer revenue bonds or notes, subject to the following premises; and

Whereas, by Resolution No. 437-08 passed and approved on December 15, 2008 (the "Master Resolution"), the City Council heretofore authorized the issuance of \$2,000,000 Taxable Sewer Revenue Capital Loan Notes, Series 2009A, for the purpose of financing the construction of the Series 2009A Project described therein, and to pay related costs of issuance; and

Whereas, Issuer proposes to issue its Taxable Sewer Revenue Capital Loan Notes, Series 2023A, to the extent of \$1,950,000, for the purpose of defraying the costs of the Series 2023A Projects as set forth in Section 1.1 of this Resolution; and, it is deemed necessary and advisable and in the best interests of the City that a form of Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, be approved and authorized; and

Whereas, notice of the intention of the City Council to take action for the issuance of not to exceed \$1,950,000 Taxable Sewer Revenue Capital Loan Notes (the "Series 2023A Notes") has heretofore been duly published and no objections to such proposed action have been filed, and the City therefore deems it desirable to enter into a Loan and Disbursement Agreement and issue the Notes; and

Whereas, Section 8.3 of the Master Resolution authorizes the issuance of additional Senior Bonds, including Senior SRF Bonds, by the City from time to time, if all of the conditions set forth therein are satisfied; and

Whereas, for purposes of this issuance, the issuance of the Series 2023A Notes shall be deemed to be "Senior SRF Bonds" despite being issued to the Iowa Finance Authority under the Water Quality Financing Program; and

Whereas, the Council has determined to issue additional Senior SRF Bonds, and has determined that, upon passage of this Series Resolution all of the requirements of Article VIII of the Master Resolution with respect to the issuance of additional Senior SRF Bonds will have been satisfied.

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

ARTICLE I - DEFINITIONS

Section 1.1. Definitions. Except as otherwise provided below in this Article I, all words and terms defined in Article I of the Master Resolution shall have the same meanings in this Series Resolution as such defined words and terms are given in Article I of the Master Resolution. In addition, the following terms shall have the following meanings in this Series Resolution unless the text expressly or by necessary implication requires otherwise:

Additional Bonds shall mean any sewer revenue bonds or notes or other

obligations issued on a parity with the Notes in accordance with the provisions of Section 23 hereof. Provided, however, Additional Bonds which are SRF Obligations shall not be secured by the Reserve Fund and shall not be subject to the Reserve Fund Requirement.

Agreement shall mean Loan and Disbursement Agreement dated as of the Closing between the City and the Original Purchaser relating to the Loan made to the City under the Program.

City or Issuer shall mean the City of Dubuque, Iowa.

Closing shall mean the date of execution of the Agreement and delivery of the Series 2023A Notes to the Original Purchaser and the funding of the Loan.

Loan shall mean the total principal amount allocated by the Original Purchaser to the City under the Program, equal in amount to the aggregate principal amount of the Series 2023A Notes.

Master Resolution means the City Council Resolution No. 437-08, passed and approved on December 15, 2008, entitled Master Resolution relating to the issuance of Sewer Revenue Bonds by the City of Dubuque, Iowa under the provisions of Chapter 384 of the Code of Iowa, authorizing and providing for the issuance and securing the payment of \$2,000,000 Taxable Sewer Revenue Capital Loan Notes, Series 2009A, providing for a method of payment thereof, and related matters, as the same may be amended from time to time.

Original Purchaser means the Iowa Finance Authority, as the purchaser of the Series 2023A Notes from the City at the time of their original issuance.

Program shall mean the Iowa Water Quality Financing Program administered by the Original Purchaser.

Series 2023A Notes means the \$1,950,000 Taxable Sewer Revenue Capital Loan Notes, Series 2023A, dated the date of delivery, authorized to be issued pursuant to this Series Resolution.

Series 2023A Costs of Issuance Account means the account by that name within the Project Fund established in Section 5.1 of the Master Resolution.

Series 2023A Projects shall mean the Projects being financed with the proceeds of the Series 2023A Notes, consisting of costs of the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer Utility, including those costs associated with force main stabilization improvements, as described generally in the Agreement and

more particularly in the plans and specifications on file from time to time with the City Clerk.

Series 2023A Projects Account means the account by that name within the Project Fund established in Section 5.1 of the Master Resolution.

Series Resolution means this Resolution of the Council.

ARTICLE II - THE SERIES 2023A Notes

Section 2.1. Series 2023A Notes - Authorization and Purpose. Pursuant to the provisions of the Master Resolution and in particular Section 8.3 thereof, there are hereby authorized to be issued, negotiable, serial, fully registered Taxable Sewer Revenue Capital Loan Notes, Series 2023A, in the aggregate principal amount of \$1,950,000, dated the date of delivery, for the purpose of constructing the Series 2023A Projects and paying Project Costs relating thereto, and to pay related Costs of Issuance. The Series 2023A Notes shall be issued as Senior SRF Bonds under the terms of the Master Resolution, shall be designated "City of Dubuque, Iowa, Taxable Sewer Revenue Capital Loan Notes, Series 2023A", for the purpose of paying costs of the Project. The Council, pursuant to Sections 384.24A and 384.83 of the Code of Iowa, hereby finds and determines that it is necessary and advisable to issue said Notes authorized by the Agreement and this Resolution.

The Series 2023A Notes and the Registrar's Certificate of Authentication shall be in substantially the form set forth in Exhibit A [provided] hereto, with such variations, omissions, substitutions, and insertions as are required or permitted by this Series Resolution.

The Series 2023A Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk of the Council, and shall be fully registered as to both principal and interest as provided in this Series Resolution; principal, interest and premium, if any shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Series 2023A Notes. The Series 2023A Notes may be in the denomination of \$1,000 or multiples thereof and shall at the request of the Original Purchaser be initially issued a single note numbered R-1 in the amount of \$1,950,000.

Taxable Sewer Revenue Capital Loan Notes, Series 2023A, of the Issuer in the amount of \$1,950,000, shall be issued to evidence the obligations of the Issuer under the Agreement pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa for the aforesaid purpose.

The Series 2023A Notes shall be designated "Taxable Sewer Revenue Loan Note, Series 2023A", be dated the date of delivery, and bear interest at the rate of 1.00% per annum from the date of each advancement made under the Agreement, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2023, and semi-annually thereafter on the 1st day of June and December in each year until maturity as set forth on the Debt Service Schedule [provided] to the Agreement as Exhibit A and incorporated herein by this reference. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2024 and annually thereafter on the 1st day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2043. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined by the Original Purchaser based upon actual advancements, final costs, and completion of the Project, all as provided in the administrative rules governing the Program. Payment of principal and interest on the Notes shall at all times conform to said Debt Service Schedule and the rules of the Program.

In addition to the payment of principal of and interest on the Series 2023A Notes, the City also agrees to pay the origination fee as defined and in accordance with the terms of the Agreement.

Section 2.2. Issuance of Series 2023A Notes in Certificated Form. The Series 2023A Notes shall be issued as Bonds in Authorized Denominations and may at the request of the Original Purchaser be issued in the denomination of \$1,000 or multiples thereof, or as a single Series 2023A Note in the full authorized amount thereof and shall be registered in the name of the Original Purchaser.

Section 2.3. Appointment of Registrar. The Treasurer is hereby appointed as Registrar for the Series 2023A Notes under the terms of this Series Resolution.

Section 2.4. Execution, Authentication and Delivery of the Series 2023A Notes. Upon the adoption of this Series Resolution, the Mayor and City Clerk shall execute and deliver the Series 2023A Notes to the Registrar, who shall authenticate the same and deliver the same to or upon order of the Original Purchaser. No such Series 2023A Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar

shall duly endorse and execute on such Series 2023A Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any such Series 2023A Note executed on behalf of the Issuer shall be conclusive evidence that the Series 2023A Note so authenticated has been duly issued under this Series Resolution and that the holder thereof is entitled to the benefits of this Series Resolution.

ARTICLE III - REDEMPTION OF BONDS

Section 3.1. Optional Redemption. The Series 2023A Notes are subject to optional redemption at a price of par plus accrued interest (i) on any interest payment date after the ten (10) year anniversary of the Agreement or (ii) in the event that all or substantially all of the Series 2023A Projects are damaged or destroyed. Any optional redemption of the Series 2023A Notes may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by giving not less than thirty (30) days' notice of redemption by certified or registered mail to the Original Purchaser (or any other registered owner of the Series 2023A Notes). The terms of redemption shall be par, plus accrued interest to date of call. The Series 2023A Notes are also subject to mandatory redemption as set forth in Section 6 of the Agreement.

ARTICLE IV - DELIVERY AND APPLICATION OF PROCEEDS

Section 4.1. Application of Series 2023A Note Proceeds. The Series 2023A Notes shall be delivered as provided in Sections 6.1 and 6.2 and the proceeds thereof shall be applied as follows:

- (i) An amount sufficient to pay the Costs of Issuance of the Series 2023A Notes shall be deposited into the Series 2023A Costs of Issuance Account.
- (ii) The balance of proceeds shall be deposited into the Series 2023A Projects Account of the Project Fund and applied thereafter to pay Project Costs of the Series 2023A Projects.

Section 4.2. No Adjustment to Debt Service Reserve Requirement. The Series 2023A Notes shall be issued as Senior SRF Bonds under the Master Resolution and shall not be secured by or payable from amounts held in the Debt Service Reserve Fund established in the Master Resolution. Upon issuance of the Series 2023A Notes, the amount to be accumulated and maintained in the Debt Service Reserve Fund, if any, shall not be increased, but shall continue to remain equal to 100% of the Debt Service Reserve Requirement computed on a basis which includes all Senior Bonds which will be Outstanding immediately after issuance of the Series 2023A Notes and which are not Senior SRF Bonds.

ARTICLE V - TAX PROVISIONS

Section 5.1. Taxable Note. The interest on the Series 2023A Notes is not excluded from gross income for federal income tax purposes under Section 103(a) of the Internal Revenue Code of 1986, as amended. The holders of the series 2023A notes should treat the interest thereon as subject to federal income taxation.

ARTICLE VI - MISCELLANEOUS PROVISIONS

Section 6.1. Delivery of Series 2023A Notes. The City shall deliver the executed Agreement and the Series 2023A Note to the Original Purchaser at the price of par on the date of Closing. Delivery of the executed Agreement and the Series 2023A Notes shall be made to the Original Purchaser as soon as practicable after the effective date of this Series Resolution.

Section 6.2. Approval of Agreement. The Agreement in substantially the form presented at this meeting of the Council is hereby authorized and approved, and the Mayor and City Clerk are authorized to execute and deliver the Agreement, with such changes therein as such officials deem appropriate, for and on behalf of the City, such officers' signatures thereon being conclusive evidence of such officials' and the City's approval thereof.

Section 6.3. General Authorization. From and after the date of adoption of this Series Resolution, the officers, employees, and agents of the City are hereby authorized to do all such acts and things and to execute and deliver any and all other documents, agreements, certificates, and instruments relating to the Series 2023A Notes, the investment of the proceeds thereof and the other transactions contemplated on the part of the City by this Series Resolution.

Section 6.4. Construction. Except to the extent set forth herein, all of the applicable terms, conditions, and provisions of the Master Resolution, as applicable to Senior SRF Bonds, shall be deemed and construed to apply to the Series 2023A Notes and are hereby incorporated by reference and made a part hereof to the same extent as if fully set forth herein. Except as may otherwise be provided herein, the Master Resolution shall remain in full force and effect.

Section 6.5. Severability. If any section, paragraph, or provision of this Series Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 6.6. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Series Resolution are, to the extent of such conflict, hereby repealed; and this Series

Resolution shall be in effect from and after its adoption.

Passed, and approved this 6th day of February, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breifelder, City Clerk

23. Proposed Dark Fiber Licensing Authority for Interstate Power & Light/Alliant Energy: Upon motion the documents were received, filed, and approved.

24. Temporary Agreement Between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque: Upon motion the documents were received and filed, and Resolution No. 28-23 Approving an Agreement between the City of Dubuque and ITC Midwest, LLC to operate an Electric Transmission System in the City of Dubuque was adopted.

**RESOLUTION NO. 28-23
APPROVING AN AGREEMENT BETWEEN
THE CITY OF DUBUQUE AND ITC MID-
WEST, LLC TO OPERATE AN ELECTRIC
TRANSMISSION SYSTEM IN THE CITY OF
DUBUQUE**

Whereas, the City of Dubuque, Iowa (City) and ITC Midwest, LLC (ITC Midwest) have tentatively entered into an Agreement for the operation of an electric transmission system in the City of Dubuque until such time as City and ITC Midwest finalize a franchise agreement to operate the system; and

Whereas, the City Council finds that it is in the best interests of the City of Dubuque to approve the Agreement.

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

Section 1. The [provided] Agreement is hereby approved.

Section 2. The City Manager is authorized and directed to sign the Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this 6th day of February, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breifelder, City Clerk

25. Award of Calendar Year 2023 Family Self Sufficiency Coordinator Grant: Upon motion the documents were received and filed, and Resolution No. 29-23 Authorizing the Director of Housing and Community Development to execute the Acceptance of the Notice of Award for the HUD Family Self-Sufficiency Program Grant was adopted.

**RESOLUTION NO. 29-23
AUTHORIZING THE DIRECTOR OF HOUS-
ING AND COMMUNITY DEVELOPMENT TO**

**EXECUTE THE ACCEPTANCE OF THE NO-
TICE OF AWARD FOR THE HUD FAMILY
SELF-SUFFICIENCY PROGRAM GRANT**

Whereas, the U.S. Department of Housing and Urban Development has published a Notice of Funding Availability (NOFA) for the Family Self-Sufficiency Program to be utilized for the salaries of program coordinators combining the funding for the FSS coordinators that serve Housing Choice Voucher (HCV) participants and/or Public Housing (PH) participants for Calendar Year 2023; and

Whereas, the City of Dubuque has administered Project Self-Sufficiency since September 1987 that became the Family Self-Sufficiency (FSS) Program in July 1994; and

Whereas, the City of Dubuque has received funding for an FSS coordinator continuously from 1994 thru 2019, 2021 and 2022, and

Whereas, the City of Dubuque proposes to continue administering the FSS program.

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

Section 1: That the Director of Housing and Community Development is hereby authorized and directed to execute the Notice of Award (HUD Form 1044) for the HUD FSS program grant.

Section 2: That the Director of Housing & Community Development is hereby authorized and directed to forward said grant award and resulting standard executed contract to the respective agencies in a timely fashion and as required by the U. S. Department of Housing and Urban Development.

Passed, approved, and adopted this 6th day of February 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breifelder, City Clerk

26. Adoption of Supplement Number 2023 S-9 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 30-23 Adopting Supplement No. 2023 S-9 to the Code of Ordinances of the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 30-23
ADOPTING SUPPLEMENT NO. 2023 S-9 TO
THE CODE OF ORDINANCES OF THE CITY
OF DUBUQUE, IOWA**

Whereas, under date of August 17, 2009, the City Council, pursuant to Ordinance No. 43-09, readopted the Code of Ordinances of the City of Dubuque, Iowa in its entirety; and

Whereas, since August 17, 2009, the City Council of the City of Dubuque, Iowa has adopted certain ordinances amending the Code of Ordinances and said amendments have been printed as supplements to the Code of Ordinance; and

Whereas, Section 380.8 of the Code of Iowa provides that supplements, by resolution, become part of the Code of Ordinance; and

Whereas, Code Supplements are prepared by the American Legal Publishing of Cincinnati, Ohio and filed in the Office of the City Clerk of the City of Dubuque Iowa.

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

Section 1. That Supplement No. 2023 S-9 to the City of Dubuque Code of Ordinances, which codifies Ordinance Nos. 33-22 through 47-22 as approved by the City Council through December 19, 2022, is hereby adopted, and becomes part of the Code of Ordinances of the City of Dubuque, Iowa.

Passed, approved, and adopted this 6th day of February 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

27. Proclamation Guidelines Public Information Brochure: Upon motion the documents were received and filed.

28. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 31-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 31-23
APPROVING APPLICATIONS FOR RETAIL
ALCOHOL LICENSES, AS REQUIRED BY
CITY OF DUBUQUE CODE OF ORDINANCES
TITLE 4 BUSINESS AND LICENSE
REGULATIONS, CHAPTER 2 LIQUOR CONTROL,
ARTICLE B LIQUOR, BEER AND WINE
LICENSES AND PERMITS**

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the noted license types to the following applicants pending submission of the locally required documentation:

New Applications

Bread and Vine, 168 East 10th St.
Dubuque Religious Center, 923 Main St.
El Paisano, 1543 Central Ave
Jacks Place, 1113 Main St.
Voices Studio, 1585 Central Ave. Building 1

Renewals

Classy and Chic Boutique, 1065 Jackson St.
Suite 200
Fareway Stores, Inc. 114, 2050 John F. Kennedy Blvd.
Hy-Vee 3, 400 Locust St.
Kwik Stop Food Mart, 2360 Central Ave.
Lina's Thai Bistro, 2055 Holliday Dr. #200
Panchero's Mexican Grill, 4840 Asbury Rd.

Special Event(s) per Special Event Application Submittal

Camp Albrecht Acres Foundation 2-23-23 to 3-27-23, 500 Bell St. Exhibit Hall A & B

Passed, approved, and adopted this 6th day of February 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

ITEMS SET FOR PUBLIC HEARING

1. Set Public Hearing for Resolution Establishing Maximum Property Tax Dollars for Fiscal Year 2024: Motion by Roussell to receive and file the documents, listen to the presentation, and set the maximum property tax rate. Seconded by Wethal. City Manager Van Milligen summarized his recommendation for the Fiscal Year 2024 maximum property tax dollars. Responding to a question from the City Council, City Manager Van Milligen stated that a main difference in this year's recommendation is the wage increases he is recommending for employees in alignment with City Council's priority of employee recruitment and retention. Chief Financial Officer Jenny Larson and City Attorney Brumwell confirmed that proposed rate increases should be specified in total dollar amount per guidance by the Iowa Department of Management. The City Council and City Manager Van Milligen discussed the City Council's approach in the previous year of increasing the maximum property tax dollars prior to the public hearing but not adopting the full increase in the budget. City Manager Van Milligen also summarized the State of Iowa's error in the state rollback factor, which will result in less money for local governments to correct the error. City Manager Van Milligen stated that the Fiscal Year 2024 recommended budget incorporates the City's anticipated reduction from the rollback. City Council Members discussed the various options for the maximum property tax dollars. City Attorney Brumwell confirmed that any increase above 2% would require a super majority vote to pass and advised that changing the maximum property tax dollars be a motion to amend the budget

year total tax levy. Responding to a question from the City Manager, Ms. Larson stated that the total tax levy listed in the memos includes the service levy. Motion amended by Farber to increase the recommended levy by \$225,000. Seconded by Roussell. Motion carried 5-2 with Resnick and Cavanagh voting nay.

The City Council then returned to the original motion, which carried 7-0.

Motion by Jones to receive and file the documents, adopt Resolution No. 32-23 Setting a Public Hearing on the Fiscal Year 2024 Maximum Property Tax Dollars for the affected tax levy total, and set the public hearing for February 20, 2023. Seconded by Sprank. Motion carried 7-0.

**RESOLUTION NO. 32-23
SETTING A PUBLIC HEARING ON THE FISCAL YEAR 2024 MAXIMUM PROPERTY TAX DOLLARS FOR THE AFFECTED TAX LEVY TOTAL**

Whereas, pursuant to State of Iowa SF634, the City of Dubuque is required to hold a public hearing to consider the proposed Fiscal Year 2024 city maximum property tax dollars for the affected levy total; and

Whereas, the notice of hearing must be published not less than 10 days and not more than 20 days prior to the date of the hearing; and

Whereas, at said hearing, the City Council is required to pass a resolution adopting the fiscal year maximum property tax dollars for the affected levy total.

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

Section 1. The Dubuque City Council will conduct a public hearing on February 20, 2023 at 6:30 p.m. at City Council Chambers, 350 W 6th St. and virtually.

Section 2. The Chief Financial Officer is hereby directed to prepare a Resolution of Maximum Property Tax Dollars for the Affected Tax Levy Total with the required information pursuant to SF634.

Section 3. The City Clerk is hereby directed to publish the notice of public hearing pursuant to SF634.

Passed, adopted, and approved this 6th day of February 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

For the remaining items set for public hearing, motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Jones. Motion carried 7-0.

2. Resolution Setting a Public Hearing on a Proposed Development Agreement by and

between the City of Dubuque and Seippel Warehouse, LLC providing for the Sale of City-owned Real Estate to Seippel Warehouse, LLC and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 33-23 Intent to dispose of an interest in City of Dubuque real estate by sale to Seippel Warehouse, LLC pursuant to a Development Agreement by and between the City of Dubuque and Seippel Warehouse, LLC and fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on the Development Agreement including the proposed issuance of Urban Renewal Tax Increment Revenue Grant Obligations to Seippel Warehouse, LLC and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on February 20, 2023, in the Historic Federal Building.

**RESOLUTION NO. 33-23
INTENT TO DISPOSE OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE BY SALE TO SEIPPEL WAREHOUSE, LLC PURSUANT TO A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND SEIPPEL WAREHOUSE, LLC AND FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE DEVELOPMENT AGREEMENT INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANT OBLIGATIONS TO SEIPPEL WAREHOUSE, LLC AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, the City of Dubuque, Iowa (City) is the owner of the following described real property:

Lot 2 of Dubuque Industrial Center South First Addition, City of Dubuque, Iowa (the Property); and

Whereas, City and Seippel Warehouse, LLC have entered into a Development Agreement, subject to the approval of the City Council, pursuant to which City will convey the Property to Seippel Warehouse, LLC, which will construct on the Property certain Improvements described in the Development Agreement; and

Whereas, the City Council has tentatively determined that it would be in the best interests of City to approve the Development Agreement, including the conveyance of the Property to Seippel Warehouse, LLC; and

Whereas, the Development Agreement provides for the issuance by City of economic development grants to Seippel Warehouse, LLC, referred to therein as Urban Renewal Tax Increment Revenue Grant Obligations,

payable from the tax increment revenues collected in respect of the Improvements to be constructed by Seippel Warehouse, LLC in accordance with the Development Agreement, for the purpose of carrying out the objectives of an Urban Renewal Plan as hereinafter described; and

Whereas, before said obligations may be approved, Chapter 403 of the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City of Dubuque intends to dispose of its interest in the foregoing-described Property by Deed to Seippel Warehouse, LLC pursuant to the proposed Development Agreement.

Section 2. The City Clerk is hereby authorized and directed to cause this Resolution and a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to dispose of the foregoing-described Property, to be held on the 20th day of February, 2023 at 6:30 p.m. in the form [provided] hereto.

Section 3. The City Council will also meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with Seippel Warehouse, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Dubuque Industrial Center Economic Development District, consisting of the funding of economic development grants to Seippel Warehouse, LLC, pursuant to the Development Agreement under the terms and conditions of said Urban Renewal Plan. It is expected that the aggregate amount of the Tax Increment Revenue obligations will be approximately \$4,348,046.

Section 4. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the disposal of the City's interest in the Property and the issuance of said obligations.

Section 5. That the notice of the proposed action shall be in substantially the form [provided] hereto.

Passed, approved, and adopted this 6th day of February, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Setting a Public Hearing for the Adoption of the Public Housing Authority Annual Plan for Fiscal Year 2024: Upon motion the documents were received and filed and Resolution No. 34-23 Setting a public hearing to review and approve the Public Housing Authority Fiscal Year 2024 Annual Plan was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 3, 2023, in the Historic Federal Building.

**RESOLUTION NO. 34-23
SETTING A PUBLIC HEARING TO REVIEW
AND APPROVE THE PUBLIC HOUSING AUTHORITY FISCAL YEAR 2024 ANNUAL PLAN**

Whereas, the City of Dubuque is designated as a Public Housing Authority; and

Whereas, the City of Dubuque maintains a creates a Public Housing Authority Annual Plan each fiscal year; and

Whereas, the Housing Commission held a public meeting to review the Annual Plan on January 31, 2023; and

Whereas, the City desires to hold a public hearing to receive comment on the proposed Public Housing Authority Fiscal Year 2024 Annual plan.

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

Section 1. That the City Council will meet in the Historic Federal Building, Council Chambers, 2nd Floor, 350 West 6th Street, Dubuque, Iowa at 6:30 p.m. on April 3, 2023, for the purpose of holding a public hearing and taking action to approve the Public Housing Authority Fiscal Year 2024 Annual Action Plan.

Section 2. That the City Clerk is hereby authorized and directed to publish a notice of such public hearing and the City Council's intent to review and approve the Public Housing Authority Fiscal Year 2024 Annual Plan.

Passed, approved, and adopted this 6th day of February 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

BOARDS/COMMISSIONS

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

1. Zoning Board of Adjustments: One, 5-Year term through March 25, 2027 (Vacant term of Golombeski). Applicant: Rena Stierman, 390 Moore Heights. This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 5 Commissioners total; currently 3 males/1 female/ 1 opening. City Clerk Breitfelder stated that Ms. Stierman submitted written input to the City Council in support of her application.

Appointments were made to the following boards/commissions.

1. Civic Center Advisory Commission: One, 3-Year term through June 29, 2024 (Vacant term of Daugherty). Applicants: Jesse Gavin, 1120 Main St.; Peter Gaul, 2311 Central Ave.; Danielle Jacobs, 3130 Shiras Ave. Upon roll call vote, Mr. Gavin was appointed to the three-year term through June 29, 2024. Mr. Gaul received one vote (Resnick), Ms. Jacobs received two votes (Sprank and Cavanagh), and Mr. Gavin received the remaining four votes.

2. Community Development Advisory Commission: Two, 3-Year terms through February 15, 2026 (Expiring Low/Moderate Income term of Fox and At-Large term of Mozena). Applicants: Kelly Fox, 838 Althausen St. - Qualifies as Low/Moderate Income Rep. and At-Large; Gabriel Mozena, 196 Bluff St. - Qualifies as At-Large. Motion by Jones to appoint Ms. Fox to the Low/Moderate Income three-year term through February 15, 2026, and Mr. Mozena to the At-Large three-year term through February 15, 2026. Seconded by Sprank. Motion carried 7-0.

3. Housing Commission: Two, 3-Year terms through August 17, 2024 (Vacant At-Large term of Weitz and Vacant Section 8 Term of Turpin). Applicants: Ross Janes, 2741 Muscatine St. - Qualifies as At-Large; Calvin Jones, 522 Rhomberg Ave. - Qualifies as At-Large and Section 8 Rep. (Additional Applicant); Julietta Scott, 2455 Woodlawn St. - Qualifies as At-Large (Additional Applicant). Upon roll call vote, Mr. Jones was appointed to the Section 8 three-year term through August 17, 2024, and Mr. Janes was appointed to the At-Large three-year term through August 17, 2024. Mr. Jones received all seven votes for the Section 8 term. Regarding the At-Large term, Ms. Scott received three votes (Sprank, Wethal, Resnick), and Mr. Janes received the remaining four votes.

PUBLIC HEARINGS

1. Resolution of Adoption for the Proposed Urban Renewal Plan for the Twin Valley Urban Renewal Area: Motion by Jones to receive and

file the documents and adopt Resolution No. 35-23 Approving an Urban Renewal Plan for the Twin Valley Urban Renewal Area. Seconded by Resnick. Motion carried 7-0.

RESOLUTION NO. 35-23 APPROVING AN URBAN RENEWAL PLAN FOR THE TWIN VALLEY URBAN RENEWAL AREA

Whereas, by Resolution 393-22 on December 19, 2022, the City Council of the City of Dubuque, Iowa authorized the preparation of an Urban Renewal Plan for the Twin Valley Urban Renewal Area (the "District"); and

Whereas, the City of Dubuque's primary objective for the Urban Renewal Plan is to provide opportunities which will further economic development purposes and objectives in the District; and

Whereas, a consultation process has been undertaken with affected taxing entities in accordance with Chapter 403 of the Code of Iowa with no written objections or recommended changes to the Urban Renewal Plan received; and

Whereas, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the proposed Urban Renewal Plan.

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

Section 1. That the Urban Renewal Plan for the Twin Valley Urban Renewal Area, on file in the City Clerk's Office and made reference to herein, is hereby approved.

Section 2. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

Passed, approved, and adopted this 6th day of February, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution Approving a Proposed Development Agreement by and between the City of Dubuque, Iowa, and Switch Development, LLC for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Rousell to receive and file the documents and adopt Resolution No. 36-23 Approving a Development Agreement by and between the City of Dubuque and Switch Development, LLC, including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations to Switch Development, LLC. Seconded by Farber. Motion carried 7-0.

**RESOLUTION NO. 36-23
APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND SWITCH DEVELOPMENT, LLC, INCLUDING THE ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANT OBLIGATIONS TO SWITCH DEVELOPMENT, LLC**

Whereas, Switch Development, LLC, as Developer, is the owner of the following described real property:

Lot 2 of Switch Development at JFK No. 1, in the City of Dubuque, Iowa, according to the recorded Plat thereof according to the Plat recorded as Instrument No. 2021-15183, records of Dubuque County, Iowa (the Property); and

Whereas, the City Council, by Resolution No. 18-23, dated January 17, 2023, declared its intent to enter into a Development Agreement by and between the City of Dubuque and Switch Development, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on February 6, 2023 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement for development of the Property by Switch Development, LLC, according to the terms and conditions set out in the Development Agreement, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is in the public interest of the City of Dubuque.

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

Section 1. That the Development Agreement by and between the City of Dubuque and Switch Development, LLC, a copy of which is [provided] hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved, and adopted this 6th day of February, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

PUBLIC INPUT

Regarding Action Item No. 3, Rob McDonald, 3399 Eagle Point Dr.; Tom Kedzie, 1810 Amella Dr.; and Neil Henson, 350 W. 6th St. No. 11, spoke in opposition to automated speed cameras. Paul Uzel, 61 N. Algona, spoke in support of Action Item No. 3. Ryan Sempf of the Dubuque Area Chamber of Commerce, 300 Main St., requested the City Council delay Action Item No. 3 so the organization can obtain feedback on the proposal from the business community.

City Clerk Breitfelder stated that written input was received regarding Action Item No. 3 from the following individuals: Paul Kern; Terry Mozena, 196 Bluff St.; Frank Belcastro; Paul Hemmer, 2375 Simpson St.; Tim and Amanda Powers, 255 Southgate Dr.; Rob McDonald; Jamie Carr, 945 Clarke Dr.; Keith Wolff, 3188 Highland Park Dr.; and Randy Hefel.

ACTION ITEMS

1. Dubuque Police Department Awards and Recognition Program: Motion by Jones to receive and file the documents and listen to the presentation. Seconded by Sprank. Police Chief Jeremy Jensen introduced Police Lieutenant Brendan Welsh, who made a presentation on the Dubuque Police Department Awards and Recognition Program. City Council Members commended the recognition program as an important opportunity to recognize police officers. Motion carried 7-0.

2. 2022 Police Recruiting, Hiring, and Retention: Motion by Jones to receive and file the documents and listen to the presentation. Seconded by Farber. Police Chief Jensen provided information on police department recruiting, hiring, and retention. Responding to questions from the City Council, Chief Jensen stated that he anticipates five upcoming retirements and that many challenges exist to the job that need to be addressed. City Council Members discussed the value of police officers and the importance of retention. Motion carried 7-0.

3. Automated Speed Cameras: Motion by Jones to receive and file the documents, listen to the presentation, and approve implementing automated speed cameras in the City of Dubuque. Seconded by Sprank. Police Chief Jensen made a presentation on automated speed cameras. Chief Jensen then introduced Dorian Grubaugh of Jenoptik who made a presentation on the technology of automated speed cameras. Responding to questions from the City Council, Chief Jensen summarized the process that occurs after fatal crashes, that public input would be incorporated in the

automated speed camera implementation process, and that various reporting options will be considered. Chief Jensen further stated that radar technology is a limited tool since it cannot cover all traffic lanes. Responding to a question regarding the Iowa legislature's previous interpretations on automated speed cameras and alternative measures to them, Chief Jensen stated he interprets police officers as an alternative measure to speed cameras. Responding to questions, Mr. Grubaugh stated that a revenue threshold for automated speed cameras does not exist, that the goal of automated speed cameras is about achieving the best value, that there is no minimum number of cameras required, and that the technology only registers license plates of vehicles classified as speeding. Mr. Grubaugh further stated that the average contact for automated speed cameras is five years, followed by automatic one-year renewals, and that contract language exists to address if automated speed cameras become illegal via state legislation. Responding to a question from the City Council, City Manager Van Milligen stated that tonight's recommendation is for City Council to continue the implementation process. Per that process, an ordinance would be drafted for the next City Council meeting, with City Council Members determining what requirements to include in the ordinance. After the ordinance follows the three-meeting procedure and is adopted, the City will issue a request for proposal (RFP) for the automated speed cameras. City Council Members discussed at length the importance of safety, the revenue collected from issuing tickets, and the process for considering this recommendation, with some City Council Members stating that additional time and more specific details to the recommendation were necessary. Motion carried 5-2 with Wethal and Resnick voting nay.

4. Teri Goodmann Appointment to National Capital Planning Commission: Motion by Farber to receive and file the documents. Seconded by Roussell. Motion carried 7-0.

5. Tax Increment Ordinance for the Twin Valley Urban Renewal Area: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Roussell. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 4-23 Providing that general property taxes levied and collected each year on all property located within the Twin Valley Urban Renewal Area of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City

of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with the Twin Valley Urban Renewal Area Redevelopment Project. Seconded by Roussell. Motion carried 7-0.

ORDINANCE NO. 4-23

PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE TWIN VALLEY URBAN RENEWAL AREA OF THE CITY OF DUBUQUE, COUNTY OF DUBUQUE, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF DUBUQUE, COUNTY OF DUBUQUE, DUBUQUE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH THE TWIN VALLEY URBAN RENEWAL AREA REDEVELOPMENT PROJECT

Whereas, the City Council of the City of Dubuque, Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 35-23 adopted on February 6, 2023, adopted an Urban Renewal Plan for an urban renewal area known as the Twin Valley Urban Renewal Area (the "Project Area"), which Project Area includes the lots and parcels described in said Urban Renewal Plan; and

Whereas, expenditures and indebtedness are anticipated to be incurred in the future to finance urban renewal project activities carried out in furtherance of the foregoing Urban Renewal Plan; and

Whereas, the City Council desires to provide for the division of revenue from taxation in the Project Area in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended; and

Whereas, the following enactment is necessary to accomplish the objectives described in the premises.

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

Section 1: For purposes of this Ordinance, the following terms shall have the following meanings:

(a) Project Area shall mean that portion of the City of Dubuque, Iowa described in the Urban Renewal Plan for the Twin Valley Urban Renewal Area approved by Resolution No. 35-23 on February 6, 2023, which Project Area includes the lots and parcels

located within the area now legally described as follows:

Lot 2 of Southpark Addition No. 1, in the City of Dubuque Iowa; and

All of the right of way of Southpark Court as shown on the Final Plat of Southpark Addition No. 1, in the City of Dubuque Iowa; and

Lot 2-3-3 of Southpark Addition No. 1, in the City of Dubuque Iowa; and

Lot 1 of Southpark Addition No. 2, in the City of Dubuque Iowa; and

Lot 2 of Southpark Addition No. 2, in the City of Dubuque Iowa; and

Lot 1 and Lot 2 of Gudenkauf Place, in the City of Dubuque Iowa; and

All of the right of way of Twin Valley Drive lying between the southerly extension of the easterly line of Lot 1-3 of Southpark Addition No. 1 and the southerly extension of the easterly line of Lot 2 of Southpark Station No. 2, in the City of Dubuque, Iowa.

All in the City of Dubuque, Dubuque County, Iowa

Section 2: The taxes levied on the taxable property in the Project Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3: That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Project Area upon the total sum of the assessed value of the taxable property in the Project Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Dubuque certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such Project Area.

Section 4: That portion of the taxes each year in excess of the base period taxes for the Project Area, determined as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into a special tax increment fund hereby established by the City of Dubuque to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of

the Code of Iowa, incurred by the City of Dubuque, Iowa to finance or refinance, in whole or in part, urban renewal projects undertaken within the Project Area pursuant to the Urban Renewal Plan, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, but only to the extent authorized in Section 403.19(2), and taxes for the payment of bonds and interest of each taxing district and any other tax levy exceptions under Section 403.19 shall be collected against all taxable property within the Project Area without any limitation as hereinabove provided.

Section 5: Unless or until the total assessed valuation of the taxable property in the Project Area exceeds the total assessed value of the taxable property in said area as shown by the assessment roll referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Project Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6: At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Dubuque referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Project Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the Project Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Project Area and the territory contained therein.

Section 8: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 6th day of February, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk
Published officially in the Telegraph Herald newspaper on the 10th day of February, 2023.

/s/Adrienne N. Breitfelder, City Clerk

6. National Endowment for the Arts (NEA) Local Arts Agency (LAA) American Rescue Plan Act (ARPA) Arts Operating Recovery Subgrant Funding Recommendation: Motion by Resnick to receive and file the documents and approve the funding recommendation from the Arts & Cultural Affairs Advisory Commission (Arts Commission) for awards to non-profit organizations through the NEA LAA ARPA-funded Arts Operating Recovery Subgrant program. Seconded by Sprank. Arts and Cultural Affairs Manager Jenni Petersen-Brant summarized the program. Motion carried 7-0.

7. Application Guidelines for the Creative Empowerment Subgranting Program funded by the National Endowment for the Arts American Rescue Plan Act: Motion by Resnick to receive and file the documents and approve the Creative Empowerment subgranting program administration materials. Seconded by Farber. Motion carried 7-0.

8. Proposed Amendment to Arts & Cultural Affairs Advisory Commission Ordinance Regarding Term Expirations: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. City Council Members expressed support for the term changes. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 5-23 Amending City of Dubuque Code of Ordinances Title 2 Boards and Commissions, Chapter 8 Arts and Cultural Affairs Advisory Commission, Section 2-8-7 Terms. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 5-23
AMENDING CITY OF DUBUQUE CODE OF
ORDINANCES TITLE 2 BOARDS AND COM-
MISSIONS, CHAPTER 8 ARTS AND CUL-
TURAL AFFAIRS ADVISORY COMMISSION,
SECTION 2-8-7 TERMS**

Whereas, the Arts and Cultural Affairs Advisory Commission has seven (7) members who serve four-year terms; and

Whereas, three (3) members currently have terms which expire on June 30, 2024 and four (4) members currently have terms which expire June 30, 2025; and

Whereas, continuity is in the best interest of the Arts and Cultural Affairs Advisory Commission; and

Whereas, the Arts and Cultural Affairs Advisory Commission recommends that no more than three (3) members' terms expire each year; and

Whereas, the current member terms of the Commission expire as follows:

Name, Term Expires

Paula Neuhaus, 06/30/2024
Noelle Chesney, 06/30/2024
Thomas Robbins, 06/30/2024
Doug Donald, 06/30/2025
Shirley Davis-Orwoll, 06/30/2025
Nicholas Halder, 06/30/2025
Susan Riedel, 06/30/2025; and

Whereas, the Arts and Cultural Affairs Advisory Commission recommends that terms be adjusted to reflect expiration dates as follows:

Name, Change, Term Expires

Paula Neuhaus, No, 06/30/2024
Noelle Chesney, No, 06/30/2024
Thomas Robbins, Yes, 06/30/2025
Doug Donald, Yes, 06/30/2026
Shirley Davis-Orwoll, No, 06/30/2025
Nicholas Halder, No, 06/30/2025
Susan Riedel, Yes, 06/30/2026; and

Whereas, the City Council concurs with the recommendation of the Arts and Cultural Affairs Advisory Commission to adjust the members' terms.

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

Section 1. Section 2-8-7 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-8-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified.

The Arts and Cultural Affairs Commission terms shall expire as follows:

Name, Term Expires

Paula Neuhaus, 06/30/2024
Noelle Chesney, 06/30/2024
Thomas Robbins, 06/30/2025
Doug Donald, 06/30/2026
Shirley Davis-Orwoll, 06/30/2025
Nicholas Halder, 06/30/2025
Susan Riedel, 06/30/2026

Section 2. This ordinance shall take effect July 1, 2023.

Passed, approved, and adopted this 6th day of February, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk
Published officially in the Telegraph Herald newspaper on the 10th day of February, 2023.

/s/Adrienne N. Breitfelder, City Clerk

9. Marketing and Staffing Update for Leisure Services Seasonal Employees: Motion by Rousell to receive and file the documents. Seconded by Resnick. City Council Members thanked City staff for their work on recruitment and shared that the City is hosting a Seasonal and Summer Job Fair at the Multicultural Family Center on February 8, 2023, from 5:30 p.m. to 7:30 p.m. Motion carried 7-0.

10. Water & Resource Recovery Center Odor Reduction Update: Motion by Resnick to receive and file the documents and listen to the presentation. Seconded by Farber. Water and Resource Recovery Manager William O'Brien provided an update on odor reduction efforts at the Water & Resource Recovery Center. Responding to questions from the City Council, Mr. O'Brien stated that more microbial action may occur in warmer weather and that hydrogen peroxide implementation can occur immediately, which is low-cost and efficient. City Council Members thanked Mr. O'Brien for the update and voiced their desire to accelerate the process of reducing and eliminating odors. Motion carried 7-0.

11. Update to the Administrative Plan for Assisted Housing Programs: Motion by Jones to receive and file the documents, listen to the presentation, and adopt Resolution No. 37-23 Approving the revision of the Public Housing Authority (PHA) Administrative Plan for the Housing Choice Voucher Program. Seconded by Roussell. Housing and Community Development Director Alexis Steger made a presentation on the updated Administrative Plan for the Public Housing Authority. Responding to questions from the City Council, Ms. Steger stated that her department has not received a response on the administrative plan from the United States Department of Housing and Urban Development (HUD) and that the city needs to spend its allocated funding. City Attorney Brumwell stated that the City is following the best guidance based on the available information. City Council Members suggested contacting HUD for an in-person meeting in March, as City Council Members will be taking trips to Washington, D.C. that month. City Manager Van Milligen stated that City staff will try to set up a meeting with HUD. Ms. Steger advised that the regional HUD office is in Kansas City, MO., and that City Council has the option to strike the residency preference from the plan but approve everything else. If City Council took that action, Ms. Steger could bring the residency preference back to the City Council later for approval. City Manager Van Milligen summarized the potential benefits of the local preference option. City Manager Van Milligen and Ms. Steger also spoke about the challenges of contractors and developers accepting housing choice vouchers. Motion carried 6-1 with Resnick voting nay.

**RESOLUTION NO. 37-23
APPROVING THE REVISION OF THE PUBLIC HOUSING AUTHORITY (PHA) ADMINISTRATIVE PLAN FOR THE HOUSING CHOICE VOUCHER PROGRAM**

Whereas, the City of Dubuque is designated as a Public Housing Authority; and

Whereas, the City of Dubuque maintains a comprehensive Public Housing Authority Administrative Plan; and

Whereas, the City of Dubuque desires to revise said Public Housing Authority Administrative Plan; and

Whereas, the Housing Commission held public meetings to review revisions of the plan in January and February 2023; and

Whereas, on January 31, 2023 the Housing Commission approved and recommended City Council adoption of the revised Administrative Plan; and

Whereas, the Resident Advisory Board convened on February 6, 2023, to review changes and accept the revised Administrative Plan; and

Whereas, the Housing & Community Development Department will submit the revised Administrative Plan to the U.S. Department of Housing & Urban Development for final approval, after City Council approval.

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

Section 1. The Public Housing Authority (PHA) has revised the Administrative Plan for the Housing Choice Voucher Program and the City Council has approved all revisions to the Public Housing Authority Administrative Plan for the Housing Choice Voucher Program.

Section 2. The City Council has adopted the revision to the Public Housing Authority Administrative Plan for the Housing Choice Voucher Program.

Section 3. The Housing & Community Development Director is hereby directed to submit the revised Public Housing Authority Administrative plan to the U.S. Department of Urban Development as required.

Passed, approved, and adopted this 6th day of February 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

12. Delivering Dubuque: Fire Department Video: Motion by Jones to receive and file the documents and view the video. Seconded by Roussell. Media Services showed the Delivering Dubuque episode featuring the Fire Department. This video was produced by the Public Information Office and can be viewed at: <https://youtu.be/rEkCrLWhAtk>. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Farber reported on reading to students at Washington Middle School as part of World Read Aloud Day on February 1st.

CLOSED SESSION

Motion by Jones to convene in closed session at 11:27 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 12:06 a.m. stating that staff had been given proper direction.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 12:06 a.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in special session at 6:00 p.m. on February 20, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber (arrived at 6:07 p.m.), Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Travel Dubuque

WORK SESSION

Travel Dubuque Annual Update

Travel Dubuque President and CEO Keith Rahe provided the organization's annual presentation. Mr. Rahe responded to questions from the City Council following the presentation.

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

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on February 20, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PROCLAMATION(S)

1. Birthday of Captain Robert L. Martin during Black History Month (February 2023) was accepted by Anthony Allen and R.R.S. Stewart on behalf of the Captain Robert L. Martin Commemoration Committee and the Dubuque Branch of the NAACP.

2. Dubuque's Read Across America Day (March 2, 2023) was accepted by Beth McGorry on behalf of St. Mark Youth Enrichment.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of 1/30/23 and 2/6/23; Equity and Human Rights Commission of 8/8/22, 9/12/22, 11/14/22, and 12/12/22; Historic Preservation Commission of 1/19/23; Library Board of Trustees of 10/27/22, 11/16/22, and 12/15/22; Library Board of Trustees Update of 1/26/23; Zoning Advisory Commission of 2/1/23; Zoning Board of Adjustment of 1/26/23; Proof of publication for City Council Proceedings of 1/17/23 and 1/30/23. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Steven Grutmacher for mileage reimbursement; Michael Lange for vehicle damage; John Lockwood for vehicle damage.

Upon motion the documents were received, filed, and referred to the City Attorney.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 38-23 Authorizing the Director of Finance and Budget/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 38-23
AUTHORIZING THE DIRECTOR OF FINANCE AND BUDGET / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

Whereas, the Finance Director-City Treasurer has provided a list of Expenditures [provided] hereto, and by this reference made a part hereof, to be drawn to pay for goods and services provided for City purposes; and

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

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

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

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

Passed, approved, and adopted this 20th day of February, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Authorized Depository Institutions: Upon motion the documents were received and filed, and Resolution No. 39-23 Naming Depositories was adopted.

**RESOLUTION NO. 39-23
RESOLUTION NAMING DEPOSITORIES**

Whereas, Chapter 12C.2 of the Code of Iowa states that the approval of a financial institution as a depository shall be by written resolution or order which shall be entered of record in the minutes of the approving board, and which shall distinctly name each depository approved, and specify the maximum amount which may be kept on deposit in each depository; and

Whereas, this procedure is required if a financial institution changes its name or home office location, if the maximum amount is changed, or if a financial institution is added or deleted.

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

Section 1. That the following financial institutions are approved to be depositories of the City of Dubuque, Iowa funds in conformance with all applicable provisions of the Iowa Code Chapter 12C.2

Section 2. The City Treasurer is hereby authorized to deposit City of Dubuque, Iowa funds in amounts not to exceed the maximum approved for each respective financial institution as set out below.

Depository Name, Location of Home Office,
Maximum Balance

MidWestOne Bank, Iowa City, Iowa,	\$60,000,000
Dubuque Bank & Trust Company, Dubuque, Iowa,	\$60,000,000
U.S. Bank, Minneapolis, Minnesota,	\$40,000,000
Fidelity Bank & Trust, Dyersville, Iowa,	\$40,000,000
Peoples Savings Bank, Montezuma, Iowa,	\$30,000,000
Collins Community Credit Union, Cedar Rapids, Iowa,	\$35,000,000
Dupaco Community Credit Union, Dubuque, Iowa,	\$35,000,000
Green State Credit Union, North Liberty, Iowa,	\$30,000,000
DuTrac Community Credit Union, Dubuque, Iowa,	\$30,000,000
Vibrant Credit Union, Moline, Iowa,	\$30,000,000
Premier Bank, Dubuque, Iowa,	\$20,000,000

Hometown Bank, Fond du Lac, Wisconsin, \$ 250,000

Passed, approved, and adopted this 20th day of February 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. 2022 Calendar year Certified Local Governments Annual Report and 2023 Historic Preservation Commission Annual Workplan: Upon motion the documents were received, filed, and approved.

6. Fiscal Year 2023 Certified Local Government Grant Agreements for Voelker Highlands Survey: Upon motion the documents were received and filed, and Resolution No. 40-23 Approving CLG Grant Agreement with the Iowa Department of Cultural Affairs for the Voelker Highlands Intensive Architectural Survey was adopted.

**RESOLUTION NO. 40-23
APPROVING CLG GRANT AGREEMENT
WITH THE IOWA DEPARTMENT OF CULTURAL AFFAIRS FOR THE VOELKER HIGHLANDS INTENSIVE ARCHITECTURAL SURVEY**

Whereas, the State Historical Society of Iowa (SHSI) under the Iowa Department of Cultural Affairs (IDCA) has allocated Certified Local Government Program (CLG) grant funds for projects that help to preserve, conserve, interpret, enhance, and educate the public about Iowa's historical assets; and

Whereas, the City of Dubuque has adopted the 2022 Historic Preservation Commission Workplan which includes the Voelker Highlands Intensive Architectural Survey in the goal: Surveys and Registration Projects; and

Whereas, this project helps support recommendations in the 2037 Imagine Dubuque Comprehensive Plan; and

Whereas, this project helps support recommendations in the 2016 Arts and Cultural Master Plan; and

Whereas, this project helps meet goals of the Dubuque City Council.

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

Section 1. The Mayor is hereby authorized on behalf of the City of Dubuque to sign the FY 2023 CLG Grant Agreement with the Iowa Department of Cultural Affairs for the Voelker Highlands Intensive Architectural Survey.

Section 2. The Planning Services Manager is hereby authorized as the project manager for the CLG project.

Passed, approved, and adopted this 20th day of February 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

7. Fiscal Year 2023 Certified Local Government Grant Agreement for the Deereville Survey: Upon motion the documents were received and filed, and Resolution No. 41-23 Approving CLG Grant Agreement with the Iowa Department of Cultural Affairs for the Deereville Intensive Architectural Survey was adopted.

**RESOLUTION NO. 41-23
APPROVING CLG GRANT AGREEMENT
WITH THE IOWA DEPARTMENT OF CULTURAL AFFAIRS FOR THE DEEREVILLE INTENSIVE ARCHITECTURAL SURVEY**

Whereas, the State Historical Society of Iowa (SHSI) under the Iowa Department of Cultural Affairs (IDCA) has allocated Certified Local Government Program (CLG) grant funds for projects that help to preserve, conserve, interpret, enhance, and educate the public about Iowa's historical assets; and

Whereas, the City of Dubuque has adopted the 2022 Historic Preservation Commission Workplan which includes the Deereville Intensive Architectural Survey in the goal: Surveys and Registration Projects; and

Whereas, this project helps support recommendations in the 2037 Imagine Dubuque Comprehensive Plan; and

Whereas, this project helps support recommendations in the 2016 Arts and Cultural Master Plan; and

Whereas, this project helps meet goals of the Dubuque City Council.

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

Section 1. The Mayor is hereby authorized on behalf of the City of Dubuque to sign the FY 2023 CLG Grant Agreement with the Iowa Department of Cultural Affairs for the Deereville Intensive Architectural Survey.

Section 2. The Planning Services Manager is hereby authorized as the project manager for the CLG project.

Passed, approved, and adopted this 20th day of February 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breifelder, City Clerk

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

9. Solar@Scale Letter of Support: Upon motion the documents were received, filed, and approved.

10. Signed Contract(s): Carrico Aquatic Resources, Inc. for the Sutton Pool Filter Replacement; McDermott Excavating for the Briarwood Subdivision Water Connection. Upon motion the documents were received and filed.

11. Improvement Contracts / Performance, Payment and Maintenance Bonds: Carrico Aquatic Resources for the Flora Pool Filter Tank & Recirculation Pump Replacement Project. Upon motion the documents were received, filed, and approved.

12. Chavenelle Road – NW Arterial to Radford Road Reconstruction Project: Upon motion the documents were received and filed, and Resolution No. 42-23 Accepting the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project and authorizing the payment of the contract amount to the contractor and Resolution No. 43-23 Adopting the Final Assessment Schedule for the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project were adopted.

**RESOLUTION NO. 42-23
ACCEPTING THE CHAVENELLE ROAD – NW ARTERIAL TO RADFORD ROAD RECONSTRUCTION PROJECT AND AUTHORIZING THE PAYMENT OF THE CONTRACT AMOUNT TO THE CONTRACTOR**

Whereas, the Public Improvement Contract for the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project (the Project) has been completed by the contractor, Bard Materials Inc. (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$2,451,804.52; and

Whereas, the Contractor has previously been paid \$2,375,176.85, leaving a balance of \$76,627.67; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Director of Finance and Budget is hereby directed to pay the balance of the retainage of \$76,627.67 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved, and adopted this 20th day of February 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breifelder, City Clerk

**RESOLUTION NO. 43-23
ADOPTING THE FINAL ASSESSMENT SCHEDULE FOR THE CHAVENELLE ROAD – NW ARTERIAL TO RADFORD ROAD RECONSTRUCTION PROJECT**

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. After full consideration, the Final Schedule of Assessments as shown on the attached Exhibit A, is hereby approved for the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project.

Section 2. There is hereby assessed and levied as a special tax against and upon each of the benefited properties, the respective sums indicated. The amounts shown in said Final Schedule of Assessments as deficiencies are found to be proper and levied conditionally against the respective properties benefited by the improvements as shown in the Final Schedule of Assessments, subject to the provisions of Iowa Code §384.63. Said assessments against said lots are hereby declared to be in proportion to the special benefits conferred and not in excess of twenty-five percent of the value of same.

Section 3. The City Clerk be and is hereby directed to certify the Final Schedule of Assessments to the County Treasurer of Dubuque County, Iowa, and to publish notice of said certification once each week for two consecutive weeks in the manner provided in Iowa Code § 362.3, the first publication of which shall be not more than fifteen days from the date of filing of the Final Schedule of Assessments. On or before the date of the second publication of the notice, the City Clerk shall also mail a copy of said notice to property owners whose property is subject to assessment, as provided in Iowa Code §384.60.

Section 4. The assessments may be paid in full or in part without interest at the office of the City Engineer, City Hall, 50 W. 13th Street, Dubuque, Iowa, at any time within 30 days after the date of the first notice of the Final Schedule of Assessments. Thereafter, unpaid assessments of \$500.00 or more are payable in 15 annual installments at the County Treasurer's Office, Dubuque County Courthouse, 720 Central Avenue, Dubuque, Iowa, and will draw annual interest at three percent (3%) computed to December 1 next following the due dates of the respective installments as provided in Section 384.65 of the Code of Iowa. Each installment will be delinquent from October 1 following its due date on July 1 of each year. However, when the last day of September is a Saturday or Sunday, that amount shall be delinquent from the second business day of October. Delinquent installments will draw the same delinquent interest as ordinary taxes. Property owners may elect to pay any annual installments semi-annually in advance.

Passed, approved, and adopted this 20th day of February 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breifelder, City Clerk

**CITY OF DUBUQUE, IOWA
CHAVENELLE ROAD RECONSTRUCTION -
RADFORD ROAD TO NW ARTERIAL FINAL
SCHEDULE OF VALUATION AND PRO-
POSED ASSESSMENTS**

Parcel Number; Property Owner Name; Lot Description; Street Address; Net Assessed Valuation; Valuation With Improvement; Net Paving Improvement Cost; Net Paving Improvement Deficiency; Total Public Improvement Cost; Sidewalk Assessment; Total Net Assessment

1029226002; MAR Holdings LLC; Lot 1 Dubuque Industrial Center Second Add; Chavenelle Rd.; \$15,950.00; \$53,971.73; \$38,021.73; \$24,528.80; \$13,492.93; N/A; \$13,492.93

1029251002; AB (MC)2 LLC F/K/A Rite-Hite Corporation; Lot 1 & 2 of Final Plat of Lot 1 of Dubuque Industrial Center First Addition; 4343 Chavenelle Rd.; \$11,800,000.00; \$11,842,634.40; \$42,634.40; N/A; \$42,634.40; N/A; \$42,634.40

1029251003; Uelner Precision Tools & Dies Inc, FH; Lot 2-2 Dubuque Industrial Center Sixth Add; 4545 Futuro Court; \$1,426,960.00; \$1,439,111.21; \$12,151.21; N/A; \$12,151.21; N/A; \$12,151.21

1029401004; AY McDonald Manufacturing Co.; Lot 3 Dubuque Industrial Center Ninth Add; Chavenelle Rd.; \$233,000.00; \$262,074.21; \$29,074.21; N/A; \$29,074.21; N/A; \$29,074.21

1029401002; Rauhen Properties LLC; Lot 1 Dubuque Industrial Center Sixth Add; 4949 Chavenelle Rd.; \$1,880,470.00; \$1,905,112.17; \$24,642.17; N/A; \$24,642.17; N/A; \$24,642.17

1029251015; Rauhen Properties LLC; Lot 2 Dubuque Industrial Center 14th Add; Chavenelle Rd.; \$34,050.00; \$36,947.32; \$2,897.32; N/A; \$2,897.32; N/A; \$2,897.32

1029402004; AY McDonald Manufacturing Co.; Lot 1 Dubuque Industrial Center 13th Add (Pt I; 4800 Chavenelle Rd.; \$5,825,000.00; \$5,881,042.17; \$56,042.17; N/A; \$56,042.17; \$25,444.39; \$81,486.55

1029276006; Dubuque In Futuro Inc; Lot 2 Dubuque Industrial Center 13th Add; 50 W 13th St.; \$ 87,730.00; \$100,929.42; \$13,199.42; N/A; \$13,199.42; \$6,809.06; \$20,008.48

1029426001; Metrix Co; Lot 1-2-2 Dubuque Industrial Center 5th Add; 4400 Chavenelle Rd.; \$2,304,810.00; \$2,328,613.06; \$23,803.06; N/A; \$23,803.06; \$11,543.34; \$35,346.40

1029276002; Lakeshore Ventures LLC Real Estate Dept; Lot 1 Dubuque

Industrial Center 5th Add; 4370 Chavenelle Rd.; \$373,580.00; \$380,599.11; \$7,019.11; N/A; \$7,019.11; \$3,376.24; \$10,395.35

1029276004; Weber Paper Company; Lot 1 Dubuque Industrial Center 11th Add; 4300 Chavenelle Rd.; \$1,528,960.00; \$1,559,923.92; \$30,963.92; N/A; \$30,963.92; \$16,371.93; \$47,335.85
1029276001; Dubuque Humane Society; Lot 1 of 2 of Dubuque Industrial Center 5th; 4242 Chavenelle Rd.; \$1,903,800.00; \$1,926,133.94; \$22,333.94; N/A; \$22,333.94; \$11,505.62; \$33,839.55

13. Bee Branch Creek Railroad Culverts Trail Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 44-23 Accepting the Bee Branch Creek Railroad Culvert Trail Project and authorizing the payment of the contract amount to the contractor was adopted.

**RESOLUTION NO. 44-23
ACCEPTING THE BEE BRANCH CREEK
RAILROAD CULVERT TRAIL PROJECT
AND AUTHORIZING THE PAYMENT OF THE
CONTRACT AMOUNT TO THE CONTRACTOR**

Whereas, the Public Improvement Contract for the Bee Branch Railroad Culvert Trail Project (the Project) has been completed by the Contractor, Tricon General Construction, (Contractor) and the City Engineer has examined the work and that the Project be accepted; and

Whereas, the final contract amount for the Project is \$463,129.25; and

Whereas, the Contractor has previously been paid \$439,972.79, leaving a balance of \$23,156.46; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Chief Financial Officer is hereby directed to pay to the Contractor the balance of the retainage of \$23,156.46 as provided in Iowa Chapter 573, and to pay such retainage only in accordance with the provisions of Iowa Code Chapter 573 or Iowa Code Chapter 26.13.

Passed, approved, and adopted this 20th day of February, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

14. Upper Bee Branch Creek Railroad Culverts Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 45-23 Accepting the Upper Bee Branch Creek Railroad Culverts Project and authorizing the payment of the contract amount to the contractor was adopted.

**RESOLUTION NO. 45-23
ACCEPTING THE UPPER BEE BRANCH
CREEK RAILROAD CULVERTS PROJECT
AND AUTHORIZING THE PAYMENT OF THE
CONTRACT AMOUNT TO THE CONTRACTOR**

Whereas, the Public Improvement Contract for the Upper Bee Branch Creek Railroad Culverts Project (the Project) has been completed by the Contractor, Tricon General Construction, (Contractor), and the City Engineer has examined the work and that the Project be accepted; and

Whereas, the final contract amount for the Project is \$26,564,501.38; and

Whereas, the Contractor has previously been paid \$25,236,276.30, leaving a balance of \$1,328,225.08; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$1,328,225.08 as provided in Iowa Chapter 573, and to pay such retainage only in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 20th day of February, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

15. Approval of Plat of Survey (ROW Vacation) of Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa for Vacation Petition (to Hills and Dales Childhood Development Center) as part of the Stoneman Road Reconstruction Project: Upon motion the documents were received and filed, and Resolution No. 46-23 Approving Plat of Proposed Vacated Portion of Stoneman Road, in the City of Dubuque, Iowa, to be known as Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 46-23
APPROVING PLAT OF PROPOSED VACATED PORTION OF STONEMAN ROAD, IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN AS LOT 2-2-1-2-1-2-2-2-2-B OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, T89N, R2E OF THE 5TH P.M., IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a plat dated February 9, 2023 prepared by the City of Dubuque Engineering Department, showing the proposed vacated portion of Stoneman Road, in the City of Dubuque, Iowa and assigned a lot number thereto, to be known as Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa; and

Whereas, said plat conforms to the laws and statutes pertaining thereto.

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

Section 1. That the plat dated February 9, 2023, prepared by the City of Dubuque Engineering Department, relative to the real estate hereinabove described be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plat for and on behalf of the City of Dubuque, Iowa.

Section 2. The City of Dubuque reserves a public utility easement over the entirety of the hatched area of said Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa, as shown and denoted on the face of the plat.

Section 3. That the City Clerk be and is hereby authorized and directed to file said plat and certified copy of this resolution in the office of the Recorder in and for Dubuque County, Iowa.

Passed, approved, and adopted this 20th day of February, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

16. Calendar Year 2022 Urban Revitalization Program Applications: Upon motion the documents were received and filed, and Resolution No. 47-23 Approving Property Tax Abatement Applications Submitted by Property Owners in Urban Revitalization Areas and Authorizing the transmittal of the approved applications to the City Tax Assessor was adopted.

**RESOLUTION NO. 47-23
APPROVING PROPERTY TAX ABATEMENT APPLICATIONS SUBMITTED BY PROPERTY OWNERS IN URBAN**

REVITALIZATION AREAS AND AUTHORIZING THE TRANSMITTAL OF THE APPROVED APPLICATIONS TO THE CITY TAX ASSESSOR

Whereas, Chapter 404 of the Code of Iowa, the Urban Revitalization Act, permits cities to abate property taxes for improvements made to properties in designated revitalization areas; and

Whereas the Urban Revitalization Act requires property owners to submit a written application for abatement by February 1, 2023, of the assessment year for which the abatement is first claimed and requires the City Council to approve all applications that meet the requirements of the adopted Urban Revitalization Plan. Copies of the Urban Revitalization applications are forwarded to the City Assessor for review by March 1, 2023; and

Whereas, pursuant to the requirements of said Urban Revitalization Act, the following Urban Revitalization Areas were established: Dubuque Urban Revitalization Area, Alta Vista, Radford Road, 210 Jones Street, Kunkel & Associates, Lange Estates; and

Whereas, the City of Dubuque, as of February 1, 2023, received tax abatement applications from the following property owners in the aforementioned urban revitalization districts eligible for tax exemption for the time period indicated:

District, Address, Property Owner, Type of Property, Exemption Period

DBQ UR Area, 2860 Central Ave, Justyna Miranda, Residential, 10-year

DBQ UR Area, 2619 Pinard, Amber Holbrook, Residential, 10-year

DBQ UR Area, 1494/1496 Jackson, Bolsinger Property Management, Residential, 10-year

DBQ UR Area, 2717 Central, Ronald Pluym, Residential, 10-year

DBQ UR Area, 629 Groveland, Jeffrey Robbins, Residential, 10-year

DBQ UR Area, 308 Hill, 308 Hill St LLC/Martin Froehlich, Residential, 10-year

DBQ UR Area, 611 West 17th, Darin & Christine Poll, Residential, 10-year

DBQ UR Area, 625 Rhomberg, Lakeside Investments, LLC, Residential, 10-year

DBQ UR Area, 2535 Central, TKWJ Estates, Residential, 10-year

DBQ UR Area, 935 Oxford, James Gonyer, Residential, 10-year

DBQ UR Area, 1470 Washington, Dubuque & Jackson Co. Habitat for Humanity, Residential, 10-year

DBQ UR Area, 1505 Montrose Terr., Secure Home Offers LC and B&H Investment Properties LLC, Residential, 10-year

DBQ UR Area, 2100 White St, UTZ,

LLC/Jeff Udelhofen, Commercial, 3-year
 DBQ UR Area, 1458 White St, Nia Neighborhoods Opportunity Zone Fund, Residential, 10-year
 DBQ UR Area, 1659 Iowa St, GT Development, Residential, 10-year
 DBQ UR Area, 1665 Iowa St, GT Development, Residential, 10-year
 DBQ UR Area, 1671 Iowa St, GT Development, Residential, 10-year
 DBQ UR Area, 1677 Iowa St, GT Development, Residential, 10-year
 DBQ UR Area, 1199 Central Ave, Virtual Velocity LLC, Residential, 10-year
 DBQ UR Area, 2414 Windsor Ave, City of Dubuque, Residential, 10-year
 DBQ UR Area, 2268 Prince, Michael & Karen Reiter, Residential, 10-year

Whereas, the Housing and Community Development Department has reviewed the above-described applications, verified required permits were obtained and inspected for applicable improvements, verified inspections of the properties, and determined the applications and the improvements conform to the requirements of the City of Dubuque's Urban Revitalization Plans.

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

Section 1. That the above-described tax abatement applications meet the requirements of the City of Dubuque's Urban Revitalization Plans.

Section 2. That the above-described tax abatement applications are hereby approved by the City Council, subject to the review and approval of the City Assessor.

Section 3. That the City Clerk is hereby authorized and directed to forward the above-described tax abatement applications to the City Assessor.

Passed, approved, and adopted this 20th day of February, 2023.

Brad M. Cavanagh, Mayor
 Attest: Adrienne N. Breifelder, City Clerk

17. First Amendment to Community Development Block Grant Subrecipient Agreement between the City of Dubuque and Four Mounds Foundation: Upon motion the documents were received and filed, and Resolution No. 48-23 Authorizing the First Amendment to the CDBG Subrecipient Agreement between the City of Dubuque and Four Mounds Foundation was adopted.

**RESOLUTION NO. 48-23
 AUTHORIZING THE FIRST AMENDMENT TO
 THE CDBG SUBRECIPIENT AGREEMENT
 BETWEEN THE CITY OF DUBUQUE AND
 FOUR MOUNDS FOUNDATION**

Whereas, the City of Dubuque and Four Mounds Foundation entered into a CDBG Subrecipient Agreement dated September 8, 2020 with respect to providing services to a presumed low-and moderate- income population; and

Whereas, the parties desire to modify the Subrecipient Agreement as set out in the First Amendment to the Subrecipient Agreement [provided] hereto; and

Whereas, Four Mounds Foundation provides services to a majority low to moderate-income individuals.

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

Section 1. That the First Amendment to the CDBG Subrecipient Agreement be approved.

Section 2. That the City Manager or his designee of the City of Dubuque is hereby authorized and directed to execute said Amendment on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 20th day of February 2023.

Brad M. Cavanagh, Mayor
 Attest: Adrienne N. Breifelder, City Clerk

18. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 49-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 49-23
 APPROVING APPLICATIONS FOR RETAIL
 ALCOHOL LICENSES, AS REQUIRED BY
 CITY OF DUBUQUE CODE OF ORDINANCES
 TITLE 4 BUSINESS AND LICENSE
 REGULATIONS, CHAPTER 2 LIQUOR CONTROL,
 ARTICLE B LIQUOR, BEER AND WINE
 LICENSES AND PERMITS**

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the noted license types to the following applicants pending submission of the locally required documentation:

New Applications

Yardarm - 8 Month License, 1201 Shiras Ave.

Renewals

Backpocket Dubuque, 333 East 10th St., Suite A

Board and Brush Creative Studio, 875 Jackson St., Suite 111

Bunker Hill Golf Course, 2200 Bunker Hill Rd.
BustinAxe Throwing Range, 576 Central Ave.

Hartig Drug Company, 2255 John F. Kennedy Rd.

Kwik Stop 16th Street #325, 1210 East 16th St.

Liquor, Tobacco, and Gas, 1401 Central Ave.
Loras College Campus Center, 1450 Alta Vista St.

Monks Kaffee Pub, 373 Bluff St.

Salsa's Mexican Restaurant, 1091 Main St.

The Hub, 253 Main St.

Passed, approved, and adopted this 20th day of February 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

ITEMS SET FOR PUBLIC HEARING

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

1. Set Public Hearing Petition to Vacate and Dispose of City Interest in a portion of the Stoneman Road Right of Way, in the City of Dubuque, Iowa for Vacation Petition (to Hills and Dales Childhood Development Center) as part of the Stoneman Road Reconstruction Project: Upon motion the documents were received and filed and Resolution No. 50-23 Intent to vacate and dispose of city interest in a portion of Stoneman Road, in the City of Dubuque, Iowa, to be known as Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on March 6, 2023 in the Historic Federal Building.

RESOLUTION NO. 50-23

RESOLUTION OF INTENT TO VACATE AND DISPOSE OF CITY INTEREST IN A PORTION OF STONEMAN ROAD, IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN AS LOT 2-2-1-2-1-2-2-2-2-B OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, T89N, R2E OF THE 5TH P.M., IN THE CITY OF DUBUQUE, IOWA

Whereas, per an agreement with Hills and Dales Childhood Development Center approved by Resolution No. 170-22, the City is to

vacate a portion of the Stoneman Road right of way originally platted as a cul-de-sac at the westerly end of Stoneman Road and is to convey the property to Hills and Dales for use as parking lot; and

Whereas, the City of Dubuque Engineering Department has prepared and submitted to the City Council a plat showing the proposed vacated right of way of Stoneman Road, in the City of Dubuque, Iowa and assigned a lot number thereto, to be known as Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa.

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

Section 1. That the City of Dubuque intends to vacate and dispose of its interest in Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa, as shown on the [provided] Exhibit A.

Section 2. That a public hearing, and/or by virtual means, on the intent to vacate and dispose of City interest in Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa, to Hills and Dales Childhood Development Center, is hereby set for the 6th day of March, 2023, at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to vacate said real estate to be published in the manner as prescribed by law.

Passed, approved, and adopted this 20th day of February, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Set Public Hearing for Disposition of City-Owned Property at 612 Lincoln Avenue: Upon motion the documents were received and filed and Resolution No. 51-23 Intent to dispose of an interest in City of Dubuque real estate to Affordable Housing Network, Inc, setting a time and place for hearing, and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on March 6, 2023 in the Historic Federal Building.

RESOLUTION NO. 51-23

INTENT TO DISPOSE OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE TO AFFORDABLE HOUSING NETWORK, INC, SETTING A TIME AND PLACE FOR HEARING, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

Whereas, the City of Dubuque, Iowa (City) owns 612 Lincoln Avenue (the Property) legally

described as:

Southwesterly Half of Lot 53 and Lot 1 of Lot 54 in Cook's Addition to the City of Dubuque, Iowa, according to the recorded plat thereof

Whereas, the City acquired the property through petition for title to abandoned property; and

Whereas, it is the recommendation of the Housing and Community Development Department to approve the purchase agreement for the sale to Affordable Housing Network, Inc. according to the terms and conditions set out in the purchase agreement in the public interest of the City of Dubuque.

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

Section 1. That the City of Dubuque, Iowa, proposes to approve the purchase agreement of the above-described real estate to Affordable Housing Network, Inc.

Section 2. That the City Council shall conduct a public hearing on the proposed purchase agreement in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa on the 6th day of March, 2023, beginning at 6:30 PM.

Section 2. That the City Clerk be and is hereby authorized and directed to publish notice of the public hearing in the form [provided] hereto, according to law.

Passed, approved, and adopted this 20th day of February 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breifelder, City Clerk

3. Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2023.1: Upon motion the documents were received and filed and Resolution No. 52-23 Authorizing and directing the City Manager to prepare an Amended and Restated Urban Renewal Plan Version 2023.1 for the Dubuque Industrial Center Economic Development District, setting a date for the public hearing and directing the consultation process on the proposed Amended and Restated Urban Renewal Plan Version 2023.1 for said district was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on March 20, 2023 in the Historic Federal Building.

**RESOLUTION NO. 52-23
AUTHORIZING AND DIRECTING THE CITY
MANAGER TO PREPARE AN AMENDED
AND RESTATED URBAN RENEWAL PLAN
VERSION 2023.1 FOR THE DUBUQUE IN-
DUSTRIAL CENTER ECONOMIC DEVELOP-
MENT DISTRICT, SETTING A DATE FOR
THE PUBLIC HEARING AND DIRECTING
THE CONSULTATION PROCESS ON THE**

**PROPOSED AMENDED AND RESTATED
URBAN RENEWAL PLAN VERSION 2023.1
FOR SAID DISTRICT**

Whereas, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan Version 2022.3 (the "Plan" or "Urban Renewal Plan") for the Dubuque Industrial Center Economic Development District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the foregoing Urban Renewal Plan; and

Whereas, City staff has recommended that the Plan be further amended to remove property from Subarea E of the District and to add a project to the Public Purpose Activities as shown in the [provided] proposed Amended and Restated Plan Urban Renewal Plan Version 2023.1 for the Dubuque Industrial Center Economic Development District; and

Whereas, Iowa Code Chapter 403 requires that before a Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth therein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan Version 2023.1 for the Dubuque Industrial Center Economic Development District to include in such Plan any appropriate project activities and details, and to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed amendment.

Section 2. That the City Council hold a public hearing on the adoption of the proposed Amended and Restated Urban Renewal Plan Version 2023.1 for the Dubuque Industrial Center Economic Development District on March 20, 2023 at 6:30 p.m. in the form [provided] hereto. The notice of said hearing shall generally identify the areas covered by the Plan Version 2023.1 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Department is further directed to send by ordinary mail a copy of said Plan Version 2023.1, the notice of public hearing, a notice of consultation, and, to the extent the Plan Version 2023.1 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque

Community School District and the Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved, and adopted this 20th day of February, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

4. Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2023.2: Upon motion the documents were received and filed and Resolution No. 53-23 Authorizing and directing the City Manager to prepare an Amended and Restated Urban Renewal Plan Version 2023.2 for the Dubuque Industrial Center Economic Development District, setting a date for the public hearing and directing the consultation process on the proposed Amended and Restated Urban Renewal Plan Version 2023.2 for said district was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on March 20, 2023 in the Historic Federal Building.

RESOLUTION NO. 53-23

AUTHORIZING AND DIRECTING THE CITY MANAGER TO PREPARE AN AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2023.2 FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT, SETTING A DATE FOR THE PUBLIC HEARING AND DIRECTING THE CONSULTATION PROCESS ON THE PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2023.2 FOR SAID DISTRICT

Whereas, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan Version 2023.1 (the "Plan" or "Urban Renewal Plan") for the Dubuque Industrial Center Economic Development District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the foregoing Urban Renewal Plan; and

Whereas, City staff has recommended that the Plan be further amended to expand the District by creating Subarea S and to add a project to the Public Purpose Activities as shown in the [provided] proposed Amended and Restated Plan Urban Renewal Plan Version 2023.2 for the Dubuque Industrial Center Economic Development District; and

Whereas, Iowa Code Chapter 403 requires that before a Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth therein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan Version 2023.2 for the Dubuque Industrial Center Economic Development District to include in such Plan any appropriate project activities and details, and to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed amendment.

Section 2. That the City Council hold a public hearing on the adoption of the proposed Amended and Restated Urban Renewal Plan Version 2023.2 for the Dubuque Industrial Center Economic Development District on March 20, 2023 at 6:30 p.m. in the form [provided] hereto. The notice of said hearing shall generally identify the areas covered by the Plan Version 2023.2 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Department is further directed to send by ordinary mail a copy of said Plan Version 2023.2, the notice of public hearing, a notice of consultation, and, to the extent the Plan Version 2023.2 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District and the Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved, and adopted this 20th day of February, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

BOARDS/COMMISSIONS

Appointments were made to the following board.

1. Zoning Board of Adjustments: One, 5-Year term through March 25, 2027 (Vacant term of Golombeski); One, 5-Year term through March 25, 2028 (Expiring term of Mauss). Applicants: Matthew Mauss, 1540 N. Algona St. - Additional Applicant; Rena Stierman, 390 Moore Heights. This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 5 Commissioners total; currently 2 males/1 female/ 2 opening. Motion by Jones to appoint Mr. Mauss to the five-year term through March 25, 2028 and to appoint Ms. Stierman to the five-year term through March 25, 2027. Seconded by Sprank. Motion carried 7-0.

PUBLIC HEARINGS

Public Hearing for Resolution Establishing Maximum Property Tax Dollars for Fiscal Year 2024: Motion by Roussell to receive and file the documents and adopt Resolution No. 54-23 Approval of the Fiscal Year 2024 Maximum Property Tax Dollars for the affected tax levy total. Seconded by Farber. Josh and Emily Chamberland, 2145 Delaware St.; and Rich Miescke, 3199 Sheridan Rd., spoke in opposition to property tax increases. City Clerk Breifelder stated that written input was received from Steve [no last name provided], 2667 Marywood Dr. City Council Members discussed the challenges of approving the maximum property tax dollars before the budget public hearings, as required by law, and justifications for their preferred maximum property tax dollars. Motion carried 5-2 with Cavanagh and Resnick voting nay.

**RESOLUTION NO. 54-23
APPROVAL OF THE FISCAL YEAR 2024
MAXIMUM PROPERTY TAX DOLLARS FOR
THE AFFECTED TAX LEVY TOTAL**

Whereas, pursuant to State of Iowa SF634, the City of Dubuque is required to hold a public hearing to consider the proposed Fiscal Year 2024 city maximum property tax dollars for the affected levy total; and

Whereas, the City Council have considered the proposed Fiscal Year 2024 city maximum property tax dollars for the affected levy total; and

Whereas, a notice concerning the proposed city maximum property tax dollars was published as required and posted on city web site and/or social media accounts if applicable; and

Whereas, a public hearing concerning the proposed city maximum property tax dollars was held on February 20, 2023.

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

Section 1. The maximum property tax dollars for the affected tax levies for Fiscal Year 2024 shall not exceed the following total:

Total maximum levy for affected property tax levies \$26,546,601.

Section 2. The maximum property tax dollars requested in the total maximum levy for Fiscal Year 2024 represents an increase less than 102% from the maximum property tax dollars requested for Fiscal Year 2023.

Passed, adopted, and approved this 20th day of February 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breifelder, City Clerk

2. Amending Zone B of the Dubuque Industrial Center West Planned Unit Development to allow childcare centers, early learning centers, general office, data centers, and emergency call centers: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Planning Services Manager Wally Wernimont provided a staff report. Rick Dickinson, 205 Hill St., President and CEO of Greater Dubuque Development Corporation; and Ryan Sempf, 7819 Commerce Park, Unit 300, Vice President of Government and External Affairs of the Dubuque Area Chamber of Commerce and Zoning Advisory Commission Member; spoke in support of the amendment. City Clerk Breifelder stated that Tom Rauen submitted written input to the Planning Services Department. City Council Members expressed support for the amendment. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 6-23 Amending Title 16, Unified Development Code of the City of Dubuque Code of Ordinances, by rescinding Ordinance No. 32-18 which established regulations for a PUD Planned Unit Development District with a PI Planned Industrial Designation and adopting an Amended PUD Ordinance to allow for Childcare Centers, Early Learning Centers, General Office, Data Centers, and Emergency Call Centers within the Zone B of the PUD Planned Development District. Seconded by Sprank. Motion carried 7-0.

**ORDINANCE NO. 6 - 23
AMENDING TITLE 16, UNIFIED DEVELOPMENT
CODE OF THE CITY OF DUBUQUE
CODE OF ORDINANCES, BY RESCINDING
ORDINANCE NO. 32-18 WHICH ESTABLISHED
REGULATIONS FOR A PUD
PLANNED UNIT DEVELOPMENT DISTRICT
WITH A PI PLANNED INDUSTRIAL DESIGNATION
AND ADOPTING AN AMENDED
PUD ORDINANCE TO ALLOW FOR CHILD-
CARE CENTERS, EARLY LEARNING CENTERS,
GENERAL OFFICE, DATA CENTERS,
AND EMERGENCY CALL CENTERS WITHIN
THE ZONE B OF THE PUD PLANNED DEVELOPMENT
DISTRICT**

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

Section 1. That Title 16 of the Dubuque Code of Ordinances, Unified Development Code, is hereby amended by rescinding Ordinance No. 32-18 and allowing childcare centers, early learning centers, general offices, data centers, and emergency call centers within Zone B of the Dubuque Industrial Center West PUD Planned Unit Development district

with a PI Planned Industrial Designation for the property legally described, to wit:

Lot 2 of McFadden Farm Place No. 2, Part of Lot 1-2 McFadden Farm Place No. 4, Balance of Lot 1-2 McFadden Farm Place No. 4, Lot 1 of McFadden Farm Place No. 5, Part Lot 1A McFadden Farm Place No. 6, Balance of Lot 1A McFadden Farm Place No. 6, Balance of Lot 1 McFadden Farm Place No 6 excluding Lot 1A, Lot 4 Dubuque Industrial Center West, Lots 1-1, 2, 2-1, 3, 4, 5, 6, 7, 8 and C of Dubuque Industrial Center West 2nd Addition, Lots 1, 1-4, 2 2-4, 3, B and C of Dubuque Industrial Center West 4th Addition, Lots 1-1, 1-2, 1-3, 1-5, 2-3, A, C and D of Dubuque Industrial Center West 5th Addition, Lots 1 and A of Dubuque Industrial Center West 6th Addition, Lots 1, 1-2 and 2-2 of Dubuque Industrial Center West 7th Addition, Lots 1, 2 and B of Dubuque Industrial Center West 8th Addition, Lot 2 of Dubuque Industrial Center West 9th Addition, Lot 1 of Dubuque Industrial Center West Exc 7425 Condominiums, Lots 1-5, 3, 6 and H of Dubuque Industrial Center West Final Plat, Lots 1, 1-C and 2 of Dubuque Industrial Center North 1st Addition, Balance of Lot 2-C of Dubuque Industrial Center North 1st Addition, Balance of Lot 3 Dubuque Industrial Center North 1st Addition excluding Lot A, Part of Lot 3 Dubuque Industrial Center North 1st Addition excluding Lot A, Part of Lot 2-C of Dubuque Industrial Center North 1st Addition, Unit 1 and Unit 2 of 7425 Condominiums located on Lot 1 Dubuque Industrial Center West, Lot 1 Dubuque Industrial Center North 2nd Addition Located in DUB T6, Part of Lot A Dubuque Industrial Center North 1st Addition in Tax District DUB A, Part of Lot A Dubuque Industrial Center North 1st Addition in Tax District DUB T6, Part of Lot 1 Unison Addition, Lots 1 and 2A Dubuque Industrial Center North 3rd Addition, Lot 2-1 SW SW & 2-1 SE SW both in Section 30 T89N R2E, Lot 2 SE SW Section 30 T89N R2E, Lot 1-1 NW ¼ NW ¼ Section 29 T89N R2E, SE ¼ NW ¼ Section 29 T89N R2E, SW ¼ NW ¼ Section 29 T89N R2E, Lot 2 SW SE and Lot 2 SE SE Section 30 T89N R2E, and to the center-line of the adjoining public right-of-way, all in the City of Dubuque, Iowa

Section 2. [provided] hereto and made a part of this zoning reclassification approval is an amended Conceptual Development Plan for the Dubuque Industrial Center West Planned Unit Development. It is recognized that minor shifts or modifications to the general plan layout may be necessary and compatible with the need to acquire workable street patterns,

grades, and usable building sites. The general plan layout, including the requirements shall be used as the implementation guide.

Section 3. Pursuant to Iowa Code Section 414.5 (2015), as amended, and as an express condition of the reclassification, the undersigned property owner(s) agree(s) to the following conditions, all of which the property owner(s) further agree(s) are reasonable and imposed to satisfy the public needs that are caused directly by the zoning reclassification:

A. Definitions

1. Building Related Features - Building related features are defined as all constructed items which rise above the grade surface of the lot. These include:

- a. The primary building
- b. All accessory or secondary buildings
- c. All exterior storage areas
- d. Exterior refuse collection areas
- e. Exterior mechanical equipment
- f. Containerized or tank storage of liquids, fuels, gases, and other materials.

2. Vehicle Related Features - Vehicle related features are defined as all areas used for the movement and parking of all vehicles within the lot. These include:

- a. Employee and visitor parking spaces.
- b. Driveways from the street right-of-way line to and from parking spaces.
- c. Loading spaces outside of the building.
- d. Maneuvering spaces outside of the building.
- e. Parking spaces for company-owned commercial vehicles.
- f. Fire lanes.
- g. Railroad tracks.

3. Open Space Features - Open space features are defined as those exterior areas and developed features of the lot which include:

- a. Landscaped space containing lawn areas and plantings.
- b. Paved, hard-surfaced, pedestrian areas such as walkways, plazas, entryways, and courtyards.
- c. Surface storm water detention areas not otherwise used for building-related or vehicle-related purposes.
- d. Open recreation areas and recreational trail.
- e. Other non-building and non-vehicular related space.

B. Use Regulations - The following regulations shall apply to all uses made of land in the above-described PUD District:

Zone A: General Purpose and Description. Zone A is intended to provide for a limited amount of commercial development that will serve industrial park employees with daily commercial and service needs. The development of Zone A shall resemble a small shopping center with shared access, parking, and signage to promote a unified commercial appearance. Exterior storage is prohibited.

1. Principal permitted uses shall be limited to:

- a. Public or quasi-public utilities including substations
- b. Business services
- c. Gas station/convenience/car wash
- d. Laundry/dry cleaner
- e. Indoor restaurant
- f. Drive-in/carry-out restaurant
- g. Drive-up automated bank teller
- h. Banks, savings and loans, and credit unions
- i. Group day care center

2. Conditional uses reserved for future use.

3. Accessory uses shall be limited to the following:

- a. Any use customarily incidental and subordinate to the principal use it serves.

4. Temporary uses shall be limited to the following:

Any use listed as a permitted use within the PUD District of a limited duration as established in Section 3-19 Temporary Uses of the Unified Development Code.

Zone B: General Purpose and Description. Zone B is intended to provide for a variety of uses primarily involving light manufacturing, assembly and fabrication, warehousing, wholesaling, office uses and business services. Exterior storage is prohibited.

1. Principal permitted uses shall be limited to:

- a. Railroads and public or quasi-public utilities
- b. General offices
- c. Medical/dental lab
- d. Mail-order houses
- e. Printing and publishing
- f. Laboratories for research and engineering
- g. Wholesale sales/distributor
- h. Vending/game machine sales/service
- i. Cold storage/locker plants
- j. Packing and processing of meat, dairy or food products, not to include stockyards or slaughter houses
- k. Tool, die, and pattern making
- l. Manufacture, assembly, repair or storage of electrical and electronic

products, components, or equipment

m. Warehousing and storage facilities, not to include mini-warehouses

n. Manufacturing, processing, fabrication, assembling, packaging or other comparable treatment of goods or materials, entirely within enclosed buildings

o. Childcare centers

p. Early learning centers

q. Data centers

r. Emergency call centers

2. Accessory uses shall be limited to the following:

a. Retail outlets within a primary office/industrial building, selling products produced on-site and only as accessory to the principal use.

b. Any use customarily incidental and subordinate to the principal use it serves.

3. Temporary uses shall be limited to the following:

Any use listed as a permitted use within the PUD District of a limited duration as established in Section 3-19 Temporary Uses of the Unified Development Code.

Zone C: General Purpose and Description. Zone C is intended to provide for a variety of uses primarily involving light manufacturing, assembly and fabrication, warehousing, wholesaling, and office uses. Exterior storage is allowed with some restrictions and must be screened from view from both the public right-of-way and surrounding privately owned property.

1. Principal permitted uses shall be limited to:

- a. Railroads and public or quasi-public utilities
- b. Corporate offices
- c. Medical/dental lab
- d. Mail-order houses
- e. Printing and publishing
- f. Laboratories for research and engineering
- g. Moving/storage facilities
- h. Wholesale sales/distributor
- i. Freight transfer facilities
- j. Vending / game machine sales/service
- k. Cold storage/locker plants
- l. Packing and processing of meat, dairy or food products, not to include stockyards or slaughter houses
- m. Tool, die, and pattern making
- n. Manufacture, assembly, repair or storage of electrical and electronic products, components, or

- equipment
- o. Warehousing and storage facilities, not to include mini-warehouses
- p. Manufacturing, processing, fabrication, assembling, packaging or other comparable treatment of goods or materials, entirely within enclosed buildings
- 2. Conditional uses shall be limited to the following:
 - a. Day care center, within a primary office/industrial building or as an accessory structure on the same lot. Day care centers are subject to state and local regulations.
 - 1) Indoor floor area (excluding halls and bathrooms) must be provided per child in areas occupied by cribs as per State Code.
 - 2) Indoor floor area (excluding halls and bathrooms) must be provided per child in areas not occupied by cribs times the licensed capacity as per State Code;
 - 3) Fenced outdoor recreation space, must be provided per child using the space at a given time as per State Code.
 - 4) Such facility shall provide for the loading and unloading of children so as not to obstruct public streets or create traffic or safety hazards.
 - 5) All licenses have been issued or have been applied for awaiting the outcome of the Board's decision.
 - 6) No group day care center may be located within the same structure as any gas station, bar/tavern, automated gas station or any facility selling, servicing, repairing, or renting vehicles.
 - 7) The parking group requirements can be met.
 - 8) The conditional use applicant certifies that the premises on which the group day care center will be located complies with, and will for so long as the group day care center is so located, continue to comply with all local, state and federal regulations governing hazardous substances, hazardous wastes, and hazardous materials, including, but not limited to Iowa Code chapter 455B (1991); 42 U.S.C. Section 9601 of the Federal Comprehensive Environmental

Response Compensation and Liability Act; 40 C.F.R. Section 3-2.4; and Section 302 of the Superfund Amendments and Reauthorization Act of 1986.

- 9) If the applicant is subject to the requirements of Section 302 of the Superfund Amendments and Reauthorization Act of 1986, the Emergency Management Director shall certify whether or not the applicant has submitted a current inventory of extremely hazardous substances kept or stored on the premises. If any such extremely hazardous substances are kept or stored on the premises, the applicant shall also post in a conspicuous place on the premises a notice indicating a description of the extremely hazardous substances, and the physical and health hazards presented by such substances.

3. Accessory uses shall be limited to the following:

- a. Retail outlets within a primary office/industrial building, selling products produced on-site and only as accessory to the principal use.
- b. Any use customarily incidental and subordinate to the principal use it serves.

4. Temporary uses shall be limited to the following - Any use listed as a permitted use within the PUD District of a limited duration as established in Section 3-19 Temporary Uses of the Unified Development Code.

Zone D: General Purpose and Description. Zone D is intended to provide appropriate locations for heavy industrial uses. Exterior storage is allowed, provided it is screened from view from public right-of-way.

1. Principal permitted uses shall be limited to:

- a. Railroads and public or quasi-public utilities
- b. Corporate offices
- c. Mail order houses
- d. Printing and publishing
- e. Laboratories for research and engineering
- f. Moving/storage facilities
- g. Wholesale sales/distributor
- h. Freight transfer facilities
- i. Fuel and ice dealers
- j. Cold storage/locker plants
- k. Packing and processing of meat, dairy or food products, not to include stockyards or slaughter

houses

- l. Compounding, processing, and packaging of chemical products
- m. Manufacture, assembly, repair or storage of electrical and electronic products, components, or equipment).
- n. Warehousing and storage facilities, not to include mini-warehouses
- o. Manufacturing, processing, fabrication, assembling, packaging or other comparable treatment of goods or materials

2. Conditional uses shall be limited to the following:

- a. Day care center, within a primary office/industrial building or as an accessory structure on the same lot. Day care centers are subject to state and local regulations.
 - 1) Indoor floor area (excluding halls and bathrooms) must be provided per child in areas occupied by cribs as per State Code.
 - 2) Indoor floor area (excluding halls and bathrooms) must be provided per child in areas not occupied by cribs times the licensed capacity as per State Code.
 - 3) Fenced outdoor recreation space must be provided per child using the space at a given time as per State Code.
 - 4) Such facility shall provide for the loading and unloading of children so as not to obstruct public streets or create traffic or safety hazards.
 - 5) All licenses have been issued or have been applied for awaiting the outcome of the Board's decision.
 - 6) No group day care center may be located within the same structure as any gas station, bar/tavern, automated gas station or any facility selling, servicing, repairing, or renting vehicles.
 - 7) The parking group requirements can be met.
 - 8) The conditional use applicant certifies that the premises on which the group day care center will be located complies with, and will for so long as the group day care center is so located, continue to comply with all local, state, and federal regulations governing hazardous substances, hazardous wastes, and

hazardous materials, including, but not limited to Iowa Code chapter 455B (1 991); 42 U.S.C. Section 9601 of the Federal Comprehensive Environmental Response Compensation and Liability Act; 40 C.F.R. Section 3-2.4; and Section 302 of the Superfund Amendments and Reauthorization Act of 1986.

- 9) If the applicant is subject to the requirements of Section 302 of the Superfund Amendments and Reauthorization Act of 1986, the Emergency Management Director shall certify whether or not the applicant has submitted a current inventory of extremely hazardous substances kept or stored on the premises. If any such extremely hazardous substances are kept or stored on the premises, the applicant shall also post in a conspicuous place on the premises a notice indicating a description of the extremely hazardous substances, and the physical and health hazards presented by such substances.

3. Accessory uses shall be limited to the following:

- a. Retail outlets within a primary office/industrial building, selling products produced on-site and only as accessory to the principal use.
- b. Any use customarily incidental and subordinate to the principal use it serves.

4. Temporary uses shall be limited to the following - Any use listed as a permitted use within the PUD District of a limited duration as established in Section 3-19 Temporary Uses of the Unified Development Code.

Zone E: General Purpose and Description. Zone is intended to provide a location for businesses that require exterior handling or storage of materials or equipment. Exterior handling or storage is allowed, except along Seippel Road, where it is prohibited.

1. Principal permitted uses shall be limited to:

- a. Public or quasi-public utilities
- b. Corporate offices
- c. Mail-order houses.
- d. Printing and publishing
- e. Laboratories for research and engineering
- f. Moving/storage facilities
- g. Wholesale sales/distributor
- h. Freight transfer facilities.

- i. Fuel and ice dealers
- j. Cold storage/locker plants
- k. Packing and processing of meat, dairy or food products, not to include stockyards or slaughter houses
- l. Compounding, processing, and packaging of chemical products
- m. Manufacture, assembly, repair or storage of electrical and electronic products, components, or equipment
- n. Warehousing and storage facilities, not to include mini-warehouses
- o. Manufacturing, processing, fabrication, assembling, packaging or other comparable treatment of goods or materials entirely within enclosed buildings
- p. Contractor's shop/yard
- q. Recycling industries entirely within enclosed buildings with no outdoor storage
- r. Timber processing
- 2. Conditional uses reserved for future use.
- 3. Accessory uses shall be limited to the following:
 - a. Retail outlets within a primary of-fice/industrial building, selling products produced on-site and only as accessory to the principal use.
 - b. Any use customarily incidental and subordinate to the principal use it serves.
- 4. Temporary uses shall be limited to the following - Any use listed as a permitted use within the PUD District of a limited duration as established in Section 3-19 Temporary Uses of the Unified Development Code.

Zone O: General Purpose and Description.
Zone O is intended to serve as an amenity to the industrial park, providing open space and control of storm water to protect downstream properties.

- 1. Principal permitted uses shall be limited to:
 - a. Railroads and public or quasi-public utilities
 - b. Parks, nature areas, playgrounds, and similar recreational uses
 - c. Picnic areas
 - d. Recreational trails
 - e. Club houses, shelter houses, tennis courts, or playground equipment, or other recreational buildings and structures when associated with parks, nature areas, playgrounds, recreational facilities

- f. Construction of dams, reservoirs, or detention ponds
- 2. Conditional uses reserved for future use.
- 3. Accessory uses shall be limited to the following:
 - a. Any use customarily incidental or subordinate to the principle use it serves.
- 4. Temporary uses reserved for future use.

C. Lot and Bulk Regulations.

Development of land in Zones A, B, C, D, E and O shall be regulated as follows:

- 1. All building structures and activities shall be located in conformance with the [provided] conceptual development plan and all final site development plans shall be approved in accordance with provisions of the PUD District regulations of this ordinance and of Section 5-24 PUD Planned Unit Development of the Unified Development Code.
- 2. All buildings related features in Zones A, B, C, D, E and O shall be in accordance with the following bulk regulations chart:

Zone, Minimum Lot area In Acres, Lot Frontage Minimum, Front Yard Setback Min. Ft., Side Yard Setback Min. Ft., Rear Yard Setback Min. Ft., Building Height Max. Ft.

A, 1/2 acre, 100, 20, 10*, 20, 30

B, 2 acres, 100, 50, 10, 25, 50

C, 2 acres, 100, 50, 25, 25, 75

D, 2 acres, 100, 50, 25, 50, 100

E, 2 acres, 100, 50, 10, 25, 50

O, N/A, N/A, N/A, N/A, N/A, N/A

*0-foot side yard setbacks from property lines shall be permitted for attached buildings.

- a. Lots smaller than minimum will be allowed if the parcel is consolidated or combined with a larger lot. Substations for public and quasi-public utilities shall be exempt from lot frontage and lot area requirements.
- b. Maximum lot coverage shall be 80 percent. All building and vehicle related features shall be considered when calculating total land area coverage, except fire lanes and railroad tracks.
- c. Maximum building height shall be as stipulated in the bulk regulations chart above, except the following may exceed the height limit: cooling towers, condensers, elevator bulkheads, stacks and other necessary mechanical equipment and their protective

housing. Heating, ventilating, and air conditioning (HVAC) equipment is limited to 10 ft. above height limitation, except in Zone A where 30 ft. maximum height includes HVAC equipment.

- d. Within required front, side, and rear setbacks, only driveways, fire lanes, railroad tracks, open space features, and primary and secondary signage are allowed. Parking lots may encroach up to 50% into a required front yard setback.

D. Parking and Loading Regulations

1. All vehicle-related features, except for railroad tracks, shall be surfaced with either asphalt or concrete.
2. All parking and loading spaces shall be delineated on the surfacing material by painted strips or other permanent means.
3. The number, size and design of parking spaces shall be governed by applicable provisions of City of Dubuque Unified Development Code.
4. The number, size and design and location of parking spaces designated for persons with disabilities shall be according to the local, state, or federal requirements in effect at the time of development.
5. The location and number of private driveway intersections with public streets shall be reviewed and approved by the City Engineer. Access shall generally be limited to internal streets.
6. No on-street maneuvering of delivery vehicles will be allowed on any street. Lots shall provide all necessary maneuvering space for delivery vehicles within the boundaries of the lots.
- 7 All loading docks for shipping and receiving of raw and manufactured goods shall be designed to provide for the direct movement of goods between the delivery vehicle and the interior of the building.

E. Sign Regulations

1. Applicability of Cit of Dubuque Ordinances: The provisions of Section 15 Signs of the Unified Development Code shall apply unless further regulated by this section.
2. Off-Premise Signs: Off-premise signs shall be prohibited.
3. On-Premise Signs: On-premise signs shall be erected or constructed in accordance with the following regulations.
 - a. Allowable content: signs, messages and graphics shall be limited to the following contents:
 - 1) Industrial Center signs: limited to identification of Dubuque

Industrial Center West

- a) Entrance signs
- b) Directory signs
- 2) Company primary signs: limited to identification of uses in Zones B, C, D and E
 - a) Identification of company name
 - b) Identification of company products or services by generic name only
 - c) Graphic symbol or logo identified with the company
- 3) Commercial primary signs: limited to identification of uses in Zone A
 - a) Identification of business name
 - b) Identification of business products or services by generic names only
 - c) Graphic symbol or logo identified with the business
- 4) Secondary signs: allowable in all zones
 - a) Street address
 - b) Directional messages necessary for the safe and efficient flow of vehicular and pedestrian traffic on the lot
 - c) Identification of visitor entrances to the building, shipping, and receiving docks and other delivery points
 - d) Identification of assigned parking spaces and parking spaces accessible to persons with disabilities
 - e) Temporary announcements of pending or new construction
 - f) Commemorative messages
- b. Schedule of sign regulations: allowable structural type, size, number, and height shall be limited to the following requirements.

Type of Sign, Max. Size, Max. Number, Allowable Structure Type, Max. Height*

Industrial Center Entrance Signs, 200 sq. ft. per sign face, Six (6) signs, Monument, 12 ft.

Industrial Center Directory Signs, 30 sq. ft. per sign face, Three (3) signs, Monument, 8 ft.

Company Primary Signs, 10% of building wall sign is mounted on or 400 total sq. ft. of sign area, whichever is less, 2 signs per street frontage per business, Wall mounted, Below eave or parapet

Company Primary Signs, 150 sq. ft. per sign face, 1 sign per business restricted to interior street frontages only, Monument, 10 ft.

Commercial Primary Signs, 100 sq. ft. per sign face, 2 signs per business provided only 1 sign may be a monument - style sign, Wall mounted, Below eave or parapet

Commercial Primary Signs, 100 sq. ft. per sign face, 2 signs per business provided only 1 sign may be a monument - style sign, Monument, 10 ft.

Secondary Signs, 6 sq. ft. per sign face, No maximum number, Wall mounted, Below eave or parapet

Secondary Signs, 6 sq. ft. per sign face, No maximum number, Monument, 6 ft.

*The height of monument-style signs shall be measured average grade to top of sign structures.

c. Variances: Variances from sign requirements for size, number and height may be requested. Such variances shall be reviewed by the Zoning Board of Adjustment in accordance with Section 86 Variance Procedure of the Unified Development Code.

d. Lighting: Signs may be illuminated only by means of indirect lighting, whereby all light sources and devices are shielded from view by opaque or translucent materials, or internally illuminated by means of a light source completely enclosed by the sign panel.

e. Motion: No signs may include any device or means, mechanical, electrical, or natural, which shall cause any motion of the sign panel or any part thereof. No flashing lights or changing colors shall be allowed.

F. Exterior Storage Regulations - Exterior storage shall be in accordance with the following regulations:

Zone, Allowable Products Stored, Allowable Location, Allowable Screening Materials, Minimum Opacity, Maximum Height of Screening

A, PROHIBITED

B, PROHIBITED

C, Finished Goods, Rear or side yards, Synthetic materials, wood, masonry, brick or stone similar to building color, 50%, 10 ft.

D, Raw or finished goods; equipment, Rear or side yards, Similar to building color, 50%, 12 ft., Raw or finished goods; equipment, Rear or side yards, Similar to building color, 100%, 15 ft.

O, PROHIBITED

*Exterior storage is prohibited on lots fronting Seippel Road.

1. Exterior storage of materials, which could be blown into the air or strewn about by the wind, shall be prohibited.

2. Exterior storage, where allowed, shall not encroach into a front yard. A front yard may exceed the required front yard setback.

3. The ground area coverage of exterior storage areas shall be the area contained inside the required screening. This area shall be considered to be a building-related feature for purposes of calculating total land area coverages.

4. Exterior storage (where allowed) must be screened from view from adjacent public right-of-way. In Zone C, exterior storage must be screened from both the public right-of-way and surrounding privately owned property.

5. The screening height shall be measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal.

6. Required screening is intended to buffer surrounding property from the negative visual impact created by the storage of raw or finished goods, materials and equipment that can adversely impact the value of adjacent property.

7. The City Planner may grant a waiver for screening to exceed the maximum height allowed, when topography or height of individual finished products or equipment could make it impossible to completely screen a storage area from every vantage point. The City Planner may not grant waiver in maximum screening height for raw materials or stacked goods.

8. All exterior entrances to a screened storage area shall be provided with a gate or door of similar design to that of the screen.

9. Long-term storage of products or materials in semi-trailers or shipping containers is prohibited.

G. Exterior Trash Collection Area Requirements

1. Exterior trash collection areas shall include collection bins, dumpsters, and similar waste receptacles for the short-term storage and collection of trash. Trash shall include garbage, scrap, recyclables, debris, and similar materials.

2. The storage of trash shall be limited to that produced by the principal permitted use and accessory uses of the lot. Exterior storage of trash, which could be blown into the air or strewn

- about by the wind, shall be prohibited.
3. The ground area coverage of exterior trash collection areas shall be the area contained inside the required screening. This area shall be considered a building-related feature for purposes of calculating total land area coverages.
 4. Exterior trash collection areas shall be located in rear or side yards only. Exterior trash collection areas shall not encroach into a front yard. A front yard may exceed the required front yard setback.
 5. All exterior trash collection areas and the materials contained therein shall be screened from view from the adjacent public right-of-way.
 6. The screening shall be a completely opaque fence, wall or other feature not exceeding a height of 10 ft. measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal.
 7. Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen.
 8. If a 10-foot-high screen fails to shield the exterior trash collection area from view from the adjacent public right-of-way, evergreen plantings may be required in addition to the screening. Evergreen plant materials shall be selected and designed so that they will screen the area from the adjacent public right-of-way within five (5) years.
- H. Landscaping Regulations- The following Landscaping Regulations shall apply to each lot:
1. Plant Materials: The open space area of each lot shall be planted with permanent lawn and ground covers, shrubs, and trees. It is the intent of these regulations that the development of required open spaces shall reflect a high quality of environmental design.
 2. Landscaping: The following is the minimum requirement of trees and shrubs, by number and size, and the type of ground cover required. Street trees planted in public street right-of-way shall not be counted toward fulfillment of the minimum site requirements set forth below. Plant species to be used for landscaping shall be in accordance with the City of Dubuque

street tree policy. Existing trees and shrubs to be retained on site may be counted toward fulfillment of the landscaping requirements.

- a. Minimum tree planting requirements for any new development in the Dubuque Industrial Center West shall be one (1) tree of the following size per 1,600 square ft. of required open space:
 - 1) 40% minimum: 2-2 1/2" caliper diameter deciduous and/or 8-foot height or greater evergreen.
 - 2) Balance: 1 1/2 - 2" caliper diameter deciduous and/or 6-foot height evergreen.
 - b. Minimum shrub requirements at the time of planting for any development in the PUD District, shall be 6 shrubs, or 1 shrub per 1,000 square ft. of required open space, whichever is greater. Shrubs shall be a minimum of 18" height or minimum of one (1) gallon potted.
3. Landscape berms and/or plantings shall be required as screening for parking areas adjacent to public streets and shall be a minimum of three (3) ft. in height and can utilize natural grade changes to achieve the required 50% opacity landscaping screen. Parking lot screening is in addition to required landscaping of open space areas.
 4. Trees shall be provided in all parking lot islands, which are of sufficient size to ensure the growth and survival of the trees. Trees planted in parking lot islands may be counted toward the minimum tree planting requirements.
 5. The developer of any lot fronting Seippel Road and/or Chavanelle Road shall participate in the planting trees compatible in species and spacing with tree plantings, which have previously been completed by the City along said streets.
 6. The installation of required planting materials may be phased in direct proportion to the phasing of building construction. Required landscaping shall be installed by the date the Building Services Department issues an occupancy certificate, or if winter weather prevents planting, within six months of being issued an occupancy certificate.
 7. To reduce erosion, all disturbed open space areas shall have ground cover of grass or native vegetation, which is installed as sod, or seeded, fertilized, and mulched.
 8. The lot owner is required to replant

any and all plant materials, which have died due to any cause during the effective period of this PUD Ordinance.

9. A detailed landscape plan shall be required as part of submittal for final site development plan approval.
10. The area between the public street and the right-of-way line shall be planted with grass and maintained by the lot owner.
11. Industrial Center landscaping: Common areas and streetscapes of the PUD District shall be in accordance with the landscape plan, a copy of which is [provided] and made a part of this PUD ordinance.

I. Performance Standards - The development and maintenance of uses in this PUD District shall be established in conformance with the following standards:

1. Site Lighting: exterior illumination of site features and location and design of site lighting shall be in accordance with the following requirements:

- a. Exterior Illumination of site features shall be limited to the illumination of the following:

- 1) Parking areas, driveways and loading facilities
- 2) Pedestrian walkway surfaces and entrances to building
- 3) Screened storage areas
- 4) Building exterior

- b. Location and design of site lighting shall be in accordance with the following requirements:

- 1) All exterior lighting shall be designed, installed, and maintained so as not to cause glare or to shine in adjacent lots and streets.
- 2) No light source shall provide illumination onto adjacent lots, buildings, or streets in excess of 1 .0-foot candle.
- 3) All exterior lighting luminaries shall be designed and installed to shield light from the luminaire at angles above 72 degrees from vertical.
- 4) Fixtures mounted on a building shall not be positioned higher than the roofline of the building.
- 5) Wooden utility type poles are acceptable only for temporary use during construction.
- 6) All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.

2. Utility Locations: Service lines and mechanical equipment for utilities shall

be located in accordance with the following requirements.

- a. Service Lines: All electrical, telephone cable and other similar utility lines serving the building and other site features shall be located underground.

- b. Mechanical Equipment: All ground-mounted electrical transformers, switching gear, relay boxes, meters, air conditioning units, heat pumps and other similar mechanical equipment shall be screened from view. Screening may consist of plantings or masonry walls. Plantings shall achieve 50% opacity after three (3) growing seasons and a masonry wall shall appear to be an integral part of the building's overall architectural design.

3. Site Plans: Final site development plans shall be submitted in accordance with Section 12 Site Plans of the Unified Development Code prior to construction of each building and vehicle-related feature unless otherwise exempted by Section 12 Site Plans.

4. Storm Water Conveyance: The developer of each lot shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainage ways outside the lot in a means that is satisfactory to the Public Works Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply to properties in the PUD District.

5. Platting: The conceptual development plan shall serve as the preliminary plat for this PUD District. Subdivision plats and improvement plans shall be submitted in accordance with Chapter 11 Land Division of the City of Dubuque Unified Development Code.

6. Noises: Noises generated within the PUD District shall be regulated by Chapter 33, Article IV Noises, of the City of Dubuque Code of Ordinances.

7. Street Lighting: Streetlights shall be installed in accordance with City of Dubuque standards.

8. Flood Plain Regulations: The area of the PUD District that lies within the flood plain of Catfish Creek shall be subject to the regulations of Section 6-4 Flood Hazard Overlay Districts of the Unified Development Code.

9. Phased construction of Buildings and Parking Spaces: The construction of off-street parking spaces may be phased in proportion to the percentage of total building floor area constructed at any one time. Ground area set aside for future parking, loading spaces or driveways or for parking provided in excess of the minimum required number of parking spaces shall not reduce the minimum required area for open space.
10. Other Codes and Regulations: These regulations do not relieve an owner from other applicable City, County, State and Federal codes, regulations, laws, and other controls relative to the planning, construction, operation, and management of property in the PUD District.
- J. Open Space and Recreational Areas - Those areas not designated on the conceptual development plan as "open" shall be maintained as open space by the property owner and/or association. The recreational trail shall be maintained by the property owner and/or association.
- K. Ordinance History
 1. ORD 32-18: Rescinding Ord. No. 83-04, No. 07-02, and No. 14-98 and rezoning an approximately 124-acres of property from Agricultural District and approximately 36-acres of property from PI Planned Industrial to the regulations of the Dubuque Industrial Center West Planned Unit Development with a PI Planned Industrial designation.
 2. Ord. 83-04: Amending Ord. No. 14-98 and No. 07-02 by reclassifying hereinafter described property located east of Seippel Road and south of Middle Road from Agricultural District to PUD Planned Unit Development with a PI Planned Industrial designation and adopting a conceptual development plan.
 3. Ord. 07-02: Reclassifying an approximately 25-acre property located east of Seippel Road and North of the county farm from Agricultural designation to PUD Planned Unit Development District with a PI Planned Industrial designation and adopting an amended conceptual development plan, with conditions, for the Dubuque Industrial Center West.
 4. Ord. 14-98: Reclassifying property located east and west of Seippel Road and north of the county farm from Agricultural designation to PUD Planned Unit Development with a PI Planned

Industrial designation.

- L. Transfer of Ownership - Transfer of ownership or lease of property in this PUD District shall include in the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.
- M. Modifications - Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Section 9 of the Unified Development Code.
- N. Recording - A copy of this ordinance shall be recorded at the expense of the property owner(s) with the Dubuque County Recorder as a permanent record of the conditions accepted as part of this reclassification approval within thirty (30) days after the adoption of this ordinance. This ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 4. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 5. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved, and adopted this 20th day of February, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk

Published officially in the Telegraph Herald newspaper on the 24th day of February 2023.

/s/Adrienne N. Breitfelder, City Clerk

3. Resolution Approving the Disposition of an Interest in City-Owned Real Estate Pursuant to the Development Agreement by and between the City of Dubuque and Seippel Warehouse, LLC, Including the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations: Motion by Jones to receive and file the documents and adopt Resolution No. 55-23 Approving the disposal of an interest in City of Dubuque owned real estate by sale to Seippel Warehouse, LLC, pursuant to a Development Agreement by and between the City of Dubuque and Seippel Warehouse, LLC, including the issuance of Urban Tax Increment Revenue Obligations to Seippel Warehouse, LLC. Seconded by Farber. Randy Schmitt, 3085 Castle Woods Ln., Chief Financial Officer of Gronen; and Shawn Hilborn, 17509 Alan Jackson Dr., Chief Operating Officer of Gronen, summarized the project and displayed a layout of the proposed updates. Rick Dickinson, 205 Hill St., President and CEO of Greater Dubuque Development Corporation, spoke in support of the development agreement. City Council Members thanked Gronen and Simmons Pet Food for their work. Motion carried 7-0.

**RESOLUTION NO. 55-23
APPROVING THE DISPOSAL OF AN INTEREST IN CITY OF DUBUQUE OWNED REAL ESTATE BY SALE TO SEIPPEL WAREHOUSE, LLC, PURSUANT TO A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND SEIPPEL WAREHOUSE, LLC, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS TO SEIPPEL WAREHOUSE, LLC**

Whereas, the City of Dubuque is the owner of the property legally described as follows:

Lot 2 of Dubuque Industrial Center South First Addition, City of Dubuque, Iowa (the Property); and

Whereas, the City Council, by Resolution No. 33-23, dated February 6, 2023, declared its intent to dispose of its interest in the Property by sale to Seippel Warehouse, LLC pursuant to a Development Agreement by and between the City of Dubuque and Seippel Warehouse, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations to Seippel Warehouse, LLC.; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on February 20, 2023 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that sale of the Property and approval of the Development Agreement for redevelopment of the Property by Seippel Warehouse, LLC, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Development Agreement between the City of Dubuque and Seippel Warehouse, LLC., a copy of which is [provided] hereto, including the sale of the Property and the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved, and adopted this 20th day of February, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

PUBLIC INPUT

Regarding Action Item No. 3, Clark Scholz, 2925 Burlington St.; James Stewart, 1425 University Ave.; and Jamie Carr, 945 Clark Dr., spoke in opposition to the proposed ordinance. Ryan Sempf, 7819 Commerce Park, Unit 300; spoke on behalf of the Dubuque Area Chamber of Commerce regarding Action Item No. 3, stating that the chamber has yet to determine their position on the item but advised City Council Members refer to the survey results of chamber members regarding the topic. City Clerk Breitfelder stated that written input was received regarding Action Item No. 3 from the following residents: Ed Dissell, 2208 Suzanne Dr.; Molly Grover, President and CEO of the Dubuque Area Chamber of Commerce; Lance Kirby, 440 Burch St.; Art and Karen Rokusek, 14248 Augusta Ct.; and James Ploessl, 825 Harlan St.

ACTION ITEMS

1. Resolution Approving First Amendment to Amended and Restated Development Agreement Between the City of Dubuque and Simmons Pet Food, Inc.: Motion by Jones to receive and file the documents and adopt Resolution No. 56-23 Approving the First Amendment to the Amended and Restated Development Agreement by and between the City of Dubuque and Simmons Pet Food, Inc. Seconded by Sprank. City Attorney Brumwell stated that there must be a motion to amend Section 6.1 of the Development Agreement due to a late change to the agreement to add language related to the additional jobs that will be created. The change in language indicates an additional 10 full-time equivalents for a total of 281 full-time equivalents may be divided between management and hourly production categories as dictated by Simmons's business needs from time to time. A motion to amend with the change needs to be done to include that language, and then City Council may approve the amended development agreement by returning to the original motion of approving the development agreement, as amended. Motion by Farber to amend the first amendment to the amended and restated development agreement by and between the City of Dubuque and Simmons Pet Food, Inc. to incorporate the updated language stated by Brumwell regarding Section 6.1 of the development agreement. Seconded by Roussell. Motion carried 7-0.

Returning to the original motion to receive and file and adopt the resolution, as amended, motion carried 7-0.

**RESOLUTION NO. 56-23
APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN**

THE CITY OF DUBUQUE AND SIMMONS PET FOOD, INC.

Whereas, Simmons Pet Food, Inc. entered into an Amended and Restated Development Agreement dated December 9, 2020, with the City of Dubuque, Iowa, providing certain rights and obligations with respect to the property legally described as

Lot 5 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa (Parcel A) and that part of Lot C of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa shown on Exhibit B (Parcel B) with all easements, tenements, hereditaments, and appurtenances belonging thereto so that Developer may further develop Lot 4, Lot 5, and that part of Lot C (hereinafter sometimes referred to as "the Property"), located in the Project Area, for the construction, use, and occupancy of the Facility in accordance with the uses specified in the Urban Renewal Plan and Developer agrees to comply with any amendments to the Urban Renewal Plan, in accordance with this Agreement (the Property); and

Whereas, the City of Dubuque and Simmons Pet Food, Inc. now desire to amend the Amended and Restated Development Agreement as set forth in the [provided] First Amendment to Amended and Restated Development Agreement; and

Whereas, the City Council finds that it is in the best interests of the City of Dubuque to approve the First Amendment to Amended and Restated Development Agreement.

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

Section 1. That the First Amendment to Amended and Restated Development Agreement by and between the City of Dubuque and Simmons Pet Food, Inc., a copy of which is [provided] hereto is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the First Amendment to Amended and Restated Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved, and adopted this 20th day of February, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breiffelder, City Clerk

2. Naming Recognition Request – Multicultural Family Center: Motion by Resnick to receive and file the documents and approve the

naming recognition and naming signage request made by the Multicultural Family Center (non-profit) regarding the Multicultural Family Center. Seconded by Sprank. John Stewart, 2375 Coventry Park Unit A202, Multicultural Family Center Board Member, provided an overview of the proposal. City Council Members commended the request. Motion carried 7-0.

3. First Reading Proposed Ordinance Automated Speed Enforcement: Motion by Jones to move first reading of the following ordinance: Amending Title 9 Motor Vehicles and Traffic, Chapter 7 Operation, Division 5 Speed Restrictions by enacting a new Section 9-7-321.286 Automated Speed Enforcement regarding automated speed enforcement and the process for challenging an automated speed citation. Seconded by Sprank. Point of Order by Brumwell to add receive and file to the motion. So moved by Jones and seconded by Sprank. Responding to a question from the City Council, Police Chief Jeremy Jensen stated that the Engineering Department does not have any concrete data on speeding and the suggestions for speed camera placement were based on the high number of crashes at specific locations and the number of resident complaints regarding speeding at specific locations. City Engineer Gus Psihoyos stated that the department has devices that capture all vehicle speeds and advised they be installed in May to avoid potential damage from winter weather. Mr. Psihoyos stated the department currently owns 10 devices and may order more, making the total count up to 15. Responding to questions, City Manager Van Milligen stated that there will be signs notifying drivers of speed camera locations and that city staff intend to provide City Council will a quarterly report on speed camera data. After City Council Members deliberated automated speed enforcement at length, a suggestion was made to postpone the ordinance until baseline data is available on the number of vehicles speeding in the city. Responding to a question on the process to delay the ordinance, City Attorney Brumwell stated that postponement could be done definitely to a particular date, or indefinitely. If postponed definitely, then the item would automatically appear on the agenda on the date specified. City Manager Van Milligen suggested June 5, 2023, as the definite postponement date.

City Council Members also discussed amending the first offense civil fine within the ordinance. Motion by Farber to amend Section D, Item 2, of the proposed ordinance to have the first offense civil fine be \$0 for all first offenses, regardless of speeding range, thus deeming the first offense a courtesy ticket without a fine. Seconded by Roussell. Responding

to questions, City Attorney Brumwell stated that all the fines listed in the first offense column of the Item 2 table will be shifted to the second and subsequent offenses column, and that the ordinance does not contain a timeframe for issuing a second offense civil fine. Motion carried 6-1 with Resnick voting nay.

Motion by Jones to postpone discussion on the ordinance until a meeting in June of 2023 when staff is ready to present data to the City Council. Seconded by Farber. Point of Order by Brumwell that the motion should include to postpone the ordinance as amended. So moved by Jones and seconded by Farber. Regarding a specific date in June to postpone until, Jones stated that the June 5, 2023 meeting could be the date, or it could be the June 20, 2023 meeting, depending on when staff will have the data ready. City Attorney Brumwell confirmed that the first reading of the ordinance will remain the action that appears on the agenda if the item is postponed. Responding to a question regarding funeral processions being excused from offenses, City Attorney Brumwell stated that is consistent across ordinances and best practices throughout the state and was included in the ordinance for consistency. Motion carried 7-0.

4. Automated Speed Enforcement Policy: Responding to a question from the City Council, City Attorney Brumwell advised that based on the City Council's postponement of Action Item No. 3 until June of 2023, that the motion for this item be to receive and file and place on the June 5, 2023, agenda for further review. Motion by Roussell to receive and file the documents and place the draft Automated Speed Enforcement Policy on the June 5, 2023, agenda for further review. Seconded by Sprank. Motion carried 7-0.

5. Secondary Responder Model: Motion by Jones to receive and file the documents, approve the recommendations on utilizing the Internal Working Group as the backbone to a secondary responder model, allow for the exploration of co-locating services in the Federal Building, identify community partners to support the efforts of secondary responders, and continue to pursue funding for co-responder position(s), and listen to the presentation. Seconded by Roussell. Police Chief Jeremy Jensen made a presentation. City Council Members commended the recommendations and stated that this is a community issue that will take the community's support to address. Motion carried 7-0.

6. Fiscal Year 2024 Recommended Budget: Motion by Resnick to receive and file the documents and listen to the presentation.

Seconded by Roussell. City Manager Van Milligen made a presentation on the Fiscal Year 2024 recommended budget. Motion carried 7-0.

7. Fiscal Year 2024 Budget Hearing Schedule: Motion by Jones to receive and file the documents. Seconded by Roussell. Motion carried 7-0.

8. Sanitary Sewer Asset Management Plan Consulting Engineering Services: Motion by Roussell to receive and file the documents, approve releasing a request for qualifications (RFQ) to hire a consultant to assist with the development of the City's Sanitary Sewer Asset Management Plan, and listen to the presentation. Seconded by Farber. Civil Engineer Max O'Brien made a presentation. Responding to questions from the City Council, Mr. O'Brien stated that the goal of the plan is to develop quantifiable and data driven processes to aid in capital improvement planning and that social and economic impact is considered part of the critical assets. City Council Members stated that the plan will provide good information to share with the public. Motion carried 7-0.

9. Reschedule Sustainable Dubuque Quarterly Work Session: Motion by Roussell to receive and file the documents and reschedule the July 17th Sustainable Dubuque work session to Monday, August 7, 2023, at 5:30 p.m. Seconded by Jones. No schedule conflicts were expressed. Motion carried 7-0.

CLOSED SESSION

Motion by Jones to convene in closed session at 10:22 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 10:37 p.m. stating that staff had been given proper direction.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:37 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in special session at 6:30 p.m. on February 21, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting public hearings on certain Fiscal Year 2024 Department Budgets.

PUBLIC HEARINGS

FISCAL YEAR 2024 DEPARTMENT BUDGETS

Fiscal Year 2024 City department budgets were presented by staff from the following departments:

1. City Attorney's Office (Legal Services)
Fiscal Year 2024 Budget Presentation: Crenna Brumwell, City Attorney;

2. City Clerk's Office Fiscal Year 2024 Budget Presentation: Adrienne Breitfelder, City Clerk;

3. Public Information Office Fiscal Year 2024 Budget Presentation: Randy Gehl, Public Information Officer and Nikki Rosemeyer, Geographic Information Systems (GIS) Coordinator;

4. Human Resources Fiscal Year 2024 Budget Presentation: Shelley Stickfort, Human Resources Director;

5. City Manager's Office Fiscal Year 2024 Budget Presentation: Cori Burbach, Assistant City Manager and Gina Bell, Sustainability Coordinator;

6. City Council Fiscal Year 2024 Budget Presentation: City Manager Van Milligen.

Staff responded to questions from the City Council following their respective presentation. Mayor Cavanagh confirmed the process for City Council Members to suggest amendments to the budget. A City Council Member may propose to add or remove something from a department's budget. Mayor Cavanagh will

conduct a straw poll of the City Council Members to determine if there is majority support for the suggestion. Any items with majority support will be discussed and acted upon at the final budget hearing to adopt the Fiscal Year 2024 budget. City Council Members discussed their interpretations of the budget recommendations and the straw poll process for amending the budget. Mayor Cavanagh advised that any changes to the City Council's budget amendment process be discussed at the City Council's annual goal setting. Council Member Farber requested feedback from the City Council on whether there was an interest in considering amending the budget to add the Public Information Office's Improvement Package requests for the GIS Application Specialist (Improvement Package No. 1) and the GIS Data Analyst Position (Improvement Package No. 4) which were not recommended by the City Manager. After discussion, City Council Members decided to consider the suggestions at a later date. City Council Members determined to conduct further budget hearings before discussing any amendments to add city staff positions to the budget. City Manager Van Milligen stated that recently adopted state legislation extends the deadline to certify the Fiscal Year 2024 budget until April of 2023, so the City Council has the option to reschedule the public hearing to adopt the final budget if additional time is needed to consider the budget recommendations.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:13 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in special session at 6:30 p.m. on February 27, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting public hearings on certain Fiscal Year 2024 Department Budgets.

PUBLIC HEARINGS

FISCAL YEAR 2024 DEPARTMENT BUDGETS

Fiscal Year 2024 City department budgets were presented by staff from the following departments:

1. Health Services Fiscal Year 2024 Budget Presentation: Mary Rose Corrigan, Public Health Director.

2. Library Fiscal Year 2024 Budget Presentation: Nick Rossman, Library Director.

3. Airport Fiscal Year 2024 Budget Presentation: Todd Dalsing, Airport Director.

4. Office of Shared Prosperity and Neighborhood Support Fiscal Year 2024 Budget Presentation: Anderson Sainci, Director of the Office of Shared Prosperity and Neighborhood Support; and Temwa Phiri, Community Engagement Coordinator.

5. Office of Equity and Human Rights Fiscal Year 2024 Budget Presentation: Gisella Aitken-Shadle, Chief of Equity and Human Rights.

6. Finance Fiscal Year 2024 Budget Presentation: Jennifer Larson, Chief Financial Officer; and Rose Hoerner, Utility Billing Supervisor.

Staff responded to questions from the City Council following their respective presentation. Abhishek Rai, 3674 Pennsylvania Ave., provided input during Public Hearing No. 4 in support of the department's outreach efforts to minority businesses.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:51 p.m.

/s/Adrienne N. Breittfelder, CMC, City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on March 6, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

City Clerk Breitfelder announced that Public Hearing No. 2: Public Hearing for Sale of City-Owned Property at 612 Lincoln Avenue, was removed from the meeting.

PRESENTATION(S)

1. 2023 Governor's Arts Award for Arts Service Recognition for Arts & Cultural Affairs Manager Jenni Petersen-Brant: David Schmitz, Administrator with the Iowa Arts Council; and Nick Halder, Chair of the Arts and Cultural Affairs Advisory Commission, recognized Arts & Cultural Affairs Manager Jenni Petersen-Brant for receiving a 2023 Governor's Arts Award for Arts Service.

PROCLAMATION(S)

1. Irish American Heritage Month (March 2023) was accepted by Patrick Leonard on behalf of the Ancient Order of Hibernians Dubuque Division #2.

2. National Kidney Month (March 2023) was accepted by Mary and Barry Murphy on behalf of the National Kidney Foundation.

3. AmeriCorps Week (March 12 - 18, 2023) was accepted by AmeriCorps and Volunteer Services Coordinator Sarah Berna and Community Impact Director Heather Satterly on behalf of the City of Dubuque AmeriCorps Program.

4. Honeybee Day (March 16, 2023) was accepted by H.R. Cook on behalf of the Iowa Honey Producers Association and Swiss Valley Bee Club.

CONSENT ITEMS

Council Member Jones requested Item No. 5 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for Item No. 5. Seconded by Wethal. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of 2/20/23 and 2/21/23; Civil Service Commission of 2/8/23 and 2/20/23; Resilient Community Advisory Commission of 1/5/23 and 2/2/23; Proof of Publication for City Council Proceedings of 2/6/23. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Brenda Atkinson for property damage; Jacqueline Budde for vehicle damage; Colin Hollenback for vehicle damage; Victor Mowery for vehicle damage; Tonia Nicholson for vehicle damage; Wayne Ramaker for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Brenda Atkinson for property damage; Jacqueline Budde for vehicle damage; Steven Grutzmacher for property damage; Colin Hollenback for vehicle damage; Michael Lange for vehicle damage; John Lockwood for vehicle damage; Victor Mowery for vehicle damage; Tonia Nicholson for vehicle damage; Wayne Ramaker for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 57-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 57-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

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

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

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

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

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

Passed, approved, and adopted this 6th day of March, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

5. Announcement of Solid Waste Agency Administrator Ken Miller serving as incoming President of the North American Hazardous Materials Management Association (NAHMMA): Council Member Jones congratulated Solid Waste Agency Administrator Ken Miller for serving as incoming President of NAHMMA. Motion by Jones and receive and file the documents. Seconded by Roussell. Motion carried 7-0.

6. 2023 Asphalt Overlay Curb Ramp Project 2: Upon motion the documents were received, filed, and made a matter of record.

7. Submittal of Fiscal Year 2022/Program Year 2021 Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER): Upon motion the documents were received and filed, and Resolution No. 58-23 Acknowledging the

submission of a Consolidated Annual Performance and Evaluation Report (CAPER) for the period commencing July 1, 2021 and concluding June 30, 2022 was adopted.

RESOLUTION NO. 58-23

ACKNOWLEDGING THE SUBMISSION OF A CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE PERIOD COMMENCING JULY 1, 2021 AND CONCLUDING JUNE 30, 2022

Whereas, the City of Dubuque, Iowa, is an entitlement grant recipient under the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development (HUD); and

Whereas, the CDBG regulations require each entitlement recipient must submit a performance and evaluation report, Consolidated Annual Performance and Evaluation Report (CAPER); and

Whereas, the City has 1) prepared a CAPER for the program year commencing July 1, 2021 and concluding June 30, 2022; 2) published notice of availability of the CAPER in the Telegraph Herald and City of Dubuque website on February 1, 2023 and; 3) made copies of the CAPER available for public review; 4) held a public hearing pursuant to required 15-days published notice before the Community Development Advisory Commission on February 22, 2023.

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

Section 1. That the Consolidated Annual Performance and Evaluation Report (CAPER) for the period commencing July 1, 2021, and concluding June 30, 2022, is hereby approved for submission upon the completion of the Public Hearing held on February 22, 2023.

Section 2. That the Mayor of the City of Dubuque is hereby acknowledging the Consolidated Annual Performance and Evaluation Report (CAPER) was submitted on behalf of the City of Dubuque, Iowa.

Section 3. That the City Manager or his designee of the City of Dubuque is hereby acknowledging staff submitted the Consolidated Annual Performance and Evaluation Report (CAPER) along with any public comment to the U.S. Department of Housing and Urban Development.

Passed, approved, and adopted this 6th day of March 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

8. Community Development Block Grant Fiscal Year 2023 Annual Action Plan Amendment #1: Upon motion the documents were received and filed, and Resolution No. 59-23 Adopting the Fiscal Year 2023 (Program Year

2022) Community Development Block Grant (CDBG) Annual Action Plan Amendment #1 was adopted.

**RESOLUTION NO. 59-23
ADOPTING THE FISCAL YEAR 2023 (PROGRAM YEAR 2022) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AMENDMENT #1**

Whereas, the City of Dubuque, through a series of public meetings and hearings, proposed a Fiscal Year 2023 (Program Year 2022) Community Development Block Grant Annual Action Plan for inclusion in the City Budget addressing housing and non-housing needs in the community; and

Whereas, the Community Development Advisory Commission held a public hearing on February 22, 2023 to receive community input on the first amendment to the Fiscal Year 2023 (Program Year 2022) Community Development Block Grant Annual Action Plan; and

Whereas, the Community Development Advisory Commission unanimously recommended the City Council approve Amendment #1 to the Fiscal Year 2023 (Program Year 2022) Community Development Block Grant Annual Action Plan on February 22, 2023.

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

Section 1. That the Community Development Block Grant Fiscal Year 2023 (Program Year 2022) Annual Action Plan Amendment #1, [provided] hereto and by this reference made a part hereof, is hereby approved.

Section 2. The City Manager or his designee of the City of Dubuque is hereby authorized to directed staff to prepare and submit to the United States Department of Housing and Urban Development the Fiscal Year 2023 (Program Year 2022) Annual Action Plan Amendment #1 with all related documents, for the use of Community Development Block Grant funds based on this adopted budget and execute standard contracts and agreements.

Passed, approved, and adopted this 6th day of March 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breifelder, City Clerk

9. Notice of Award and Request for Execution of Agreement for Volunteer DBQ: City Volunteer Engagement Initiative: Upon motion the documents were received, filed, and approved.

10. Assistance to Firefighters Grant: Upon motion the documents were received, filed, and approved.

11. Menard Inc. Property Tax Appeal Stipulation of Settlement: Senior Counsel transmitted notice of a stipulation of settlement and the

proposed settlement agreement for a property tax appeal filed by Menard Inc. for their property located at 5300 Westside Drive. Upon motion the documents were received and filed.

12. Mediacom Communications Corporation Correspondence on Rate Adjustments: Correspondence from Lee Grassley, Senior Manager of Government Relations for Mediacom Communications Corporation, informing the city of rate adjustments being implemented on or about April 1, 2023. Upon motion the documents were received and filed.

13. Approval of 2022 City Council Official Proceedings: Upon motion the documents were received, filed, and approved.

14. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 60-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 60-23
APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications

Dungeon LTD, 302 Locust St.

Panchero's Mexican Grill, 4840 Asbury Rd.

Renewals

BP Fuel, 1450 Loras Blvd.

Clarke University, 1550 Clarke Dr.

Dubuque Lodge No. 355, 2635 Windsor Ave.

Foodie Garage Eatery, 1046 Central Ave.

Hilton Garden Inn & Q Casino & Houlihan's,
1801, 1805, and 1855 Greyhound Park Dr.
Lot One, LLC, 100 Main St.
Old Chicago Pizza And Taproom, 3100
Dodge St.

Olive Garden Italian Rest., 3350 Dodge St.
Shenanigans, 3203 Jackson St.

Whiskey River, 1070 University Ave.

Special Event(s) per Special Event Application
Submittal

HAVlife Tri-State Martini Shake Off 3-6-23 to
3-10-23, Diamond Jo Casino - Upper Hall-
way and Harbor Room

Passed, approved, and adopted this 6th day
of March 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

ITEMS SET FOR PUBLIC HEARING

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

1. Vacating of a portion of certain Sanitary
Sewer Easements across a Part of Lot 1 of
Dubuque Industrial Center 14th Addition, in the
City of Dubuque, Iowa: Upon motion the docu-
ments were received and filed and Resolution
No. 61-23 Intent to vacate and dispose of City
interest in a portion of Easements for Sanitary
Sewer Utilities over and across a part of Lot 1
of Dubuque Industrial Center 14th Addition, in
the City of Dubuque, Iowa was adopted setting
a public hearing for a meeting to commence at
6:30 p.m. on March 20, 2023 in the Historic
Federal Building.

**RESOLUTION NO. 61-23
INTENT TO VACATE AND DISPOSE OF
CITY INTEREST IN A PORTION OF EASE-
MENTS FOR SANITARY SEWER UTILITIES
OVER AND ACROSS A PART OF LOT 1 OF
DUBUQUE INDUSTRIAL CENTER 14TH AD-
DITION, IN THE CITY OF DUBUQUE, IOWA**

Whereas, per an agreement between the
City of Dubuque, Dubuque Initiatives, MAR
Holdings, and Geisler Family Realty Company,
the parties wish to set forth terms for the relo-
cation of a proposed public sanitary sewer util-
ity located in Part of Lot 1 of Dubuque Industrial
Center 14th Addition, in the City of Dubuque,
Dubuque County, Iowa; and

Whereas, that sanitary sewer easements
were included on the Plat of Survey recorded
as Instrument No. 10616-99 and the Final Plat
recorded as Instrument No. 2006-11108 in the
Dubuque County Recorder's Office; and

Whereas, a part of the City of Dubuque
sanitary sewer that had previously been con-
structed inside the easements provided on Plat
of Survey recorded as Instrument No. 10616-

99 and the Final Plat recorded as Instrument
No. 2006-11108 in the Dubuque County Re-
corder's Office have been relocated to a new
alignment by Geisler Family Realty; and

Whereas, per Resolution No. 272-22 the
City of Dubuque has inspected and tested and
accepted the newly constructed and relocated
sanitary sewer for ownership and maintenance
and as per Resolution No. 40-22 the City has
accepted a Grant of Sanitary Sewer for the
newly constructed and relocated sanitary
sewer; and

Whereas, per said agreement the City is re-
sponsible for vacating a portion of the former
sanitary sewer easement area through a part
of Lot 1 of Dubuque Industrial Center 14th Ad-
dition, in the City of Dubuque, Dubuque
County, Iowa.

NOW THEREFORE, BE IT RESOLVED BY
THE CITY COUNCIL OF THE CITY OF DUBU-
QUE, IOWA:

Section 1. That the City of Dubuque, in-
tends to vacate and dispose of its interest in a
portion of the sanitary sewer easements across
a part of Lot 1 of Dubuque Industrial Center 14th
Addition, in the City of Dubuque, Iowa, included
on the Plat of Survey recorded as Instrument
No. 10616-99 and the Final Plat recorded as
Instrument No. 2006-11108 in the Dubuque
County Recorder's Office.

Section 2. That a public hearing, and/or by
virtual means on the intent to vacate and dis-
pose of City interest in a portion of the sanitary
sewer easements across a part of Lot 1 of
Dubuque Industrial Center 14th Addition, in the
City of Dubuque, Iowa, included on the Plat of
Survey recorded as Instrument No. 10616-99
and the Final Plat recorded as Instrument No.
2006-11108 in the Dubuque County Re-
corder's Office, is hereby set for the 20th day of
March, 2023, at the Historic Federal Building,
350 W. 6th Street, Dubuque, Iowa, beginning at
6:30 p.m., and the City Clerk be and is hereby
authorized and directed to cause a notice of
public hearing on the intent to vacate and dis-
pose of said interest to be published in the
manner as prescribed by law.

Passed, approved, and adopted this 6th day
of March, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution of Necessity for the Proposed
Amended and Restated Urban Renewal Plan
for the Greater Downtown Urban Renewal Dis-
trict, Version 2023.1: Upon motion the docu-
ments were received and filed and Resolution
No. 62-23 Authorizing and directing the City
Manager to prepare an Amended and Restated
Urban Renewal Plan, Version 2023.1 for the
Greater Downtown Urban Renewal District and
setting the date for public hearing and consul-
tation on the proposed Amended and Restated

Urban Renewal Plan, Version 2023.1 for said district was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 3, 2023 in the Historic Federal Building.

**RESOLUTION NO. 62-23
AUTHORIZING AND DIRECTING THE CITY
MANAGER TO PREPARE AN AMENDED
AND RESTATED URBAN RENEWAL PLAN,
VERSION 2023.1 FOR THE GREATER
DOWNTOWN URBAN RENEWAL DISTRICT
AND SETTING THE DATE FOR A PUBLIC
HEARING AND CONSULTATION ON THE
PROPOSED AMENDED AND RESTATED
URBAN RENEWAL PLAN, VERSION 2023.1
FOR SAID DISTRICT**

Whereas, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the "Plan" of "Urban Renewal Plan") for the Greater Downtown Urban Renewal District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the Urban Renewal Plan; and

Whereas, City staff has recommended that the Urban Renewal Plan be further amended and restated to add a project to the public purpose activities in the District; and

Whereas, Iowa Code Chapter 403 requires that before an Urban Renewal Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth herein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan, Version 2023.1 for the Greater Downtown Urban Renewal District to accomplish the foregoing purposes and objectives, to include in such Amended and Restated Urban Renewal Plan, Version 2023.1 any appropriate project activities and details, to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed Amended and Restated Plan, Version 2023.1.

Section 2. That the City Clerk is directed to publish notice of a public hearing on the adoption of an Amended and Restated Urban Renewal Plan, Version 2023.1 for the Greater Downtown Urban Renewal District to be held on the 3rd day of April, 2023, at 6:30 p.m. in the form [provided] hereto. The notice of said hearing shall generally identify the areas covered by the proposed Amended and Restated Urban Renewal Plan, Version 2023.1 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor

more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Director is directed to send by ordinary mail a copy of the proposed Amended and Restated Urban Renewal Plan, Version 2023.1, the notice of public hearing, a notice of consultation, and, to the extent the Amended and Restated Urban Renewal Plan, Version 2023.1 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District Board of Education and Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved, and adopted this 6th day of March, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

PUBLIC HEARINGS

1. Petition to Vacate and Dispose of City Interest a portion of the Stoneman Road Right of Way, in the City of Dubuque, Iowa for Vacation Petition (to Hills and Dales Childhood Development Center) as part of the Stoneman Road Reconstruction Project: Motion by Resnick to receive and file the documents and adopt Resolution No. 63-23 Vacating a portion of Stoneman Road, in the City of Dubuque, IA., known as Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa; and Resolution No. 64-23 Disposing of City interest in Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, IA.. Seconded by Wethal. City Council Members expressed enthusiasm for the project and partnership with the Hills and Dales Childhood Development Center. Motion carried 7-0.

**RESOLUTION NO. 63-23
VACATING A PORTION OF STONEMAN
ROAD, IN THE CITY OF DUBUQUE, IOWA,
KNOWN AS LOT 2-2-1-2-1-2-2-2-2-B OF
THE NORTHEAST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 28,
T89N, R2E OF THE 5TH P.M., IN THE CITY OF
DUBUQUE, IOWA**

Whereas, per an agreement with Hills and Dales Childhood Development Center approved by Resolution No. 170-22, the City is to vacate a portion of the Stoneman Road right of way originally platted as a cul-de-sac at the westerly end of Stoneman Road and is to convey the property to Hills and Dales for use as parking lot; and

Whereas, the City of Dubuque Engineering Department has prepared and submitted to the City Council a plat showing the proposed vacated right of way of Stoneman Road, in the City of Dubuque, Iowa and assigned a lot number thereto, to be known as Lot 2-2-1-2-1-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa; and

Whereas, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 24th day of February 2023, the City Council of the City of Dubuque, Iowa met by public and/or virtual means on the 6th day of March, 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Dubuque County, Iowa to consider the request to vacate; and

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the request to vacate; and

Whereas, the City Council of the City of Dubuque, Iowa, has determined that the proposed vacation of Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa should be approved.

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

Section 1. That the real estate described as Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa, be and the same is hereby vacated.

Passed, approved, and adopted this 6th day of March 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 64-23
DISPOSING OF CITY INTEREST IN LOT 2-2-1-2-1-2-2-2-2-B OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 28, T89N, R2E OF THE 5TH P.M., IN THE CITY OF DUBUQUE, IOWA**

Whereas, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 24th day of February, 2023, the City Council of the City of Dubuque, Iowa met by in person and/or by virtual means on the 6th day of March, 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Dubuque County, Iowa to consider the proposal for the sale of real estate described as:

Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa; and

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the proposal to sell such real estate.

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

Section 1. That the conveyance of City of Dubuque real property described as Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa, to Hills and Dales Childhood Development Center be and the same is hereby approved. Conveyance shall be by Quit Claim Deed.

Section 2. That the Mayor be authorized and directed to execute a Quit Claim Deed, and the City Clerk be and is hereby authorized and directed to deliver said deed of conveyance to Hills and Dales Childhood Development Center.

Section 3. That the City Clerk be and is hereby authorized and directed to record a certified copy of this resolution in the offices of the City Assessor, Dubuque County Recorder and Dubuque County Auditor.

Passed, approved, and adopted this 6th day of March 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

ACTION ITEMS

1. Greater Dubuque Development Corporation - Quarterly Update: Motion by Roussell to receive and file the documents and listen to the presentation. Seconded by Farber. President and CEO Rick Dickinson presented the quarterly update on the activities of the Greater Dubuque Development Corporation and responded to questions from the City Council. Motion carried 7-0.

2. Request to Reschedule Public Hearing on Fiscal Year 2024 City Budget: City Manager Van Milligen requested this item be removed from the meeting, as city staff anticipate that the public hearing can occur on the originally scheduled date of March 23, 2023.

3. Authorize City Manager to negotiate a final agreement with the selected consultant for the Eagle Valley, Westbrook, & English Ridge Subdivision Park Development, Jackson Park Restrooms and Amenities, & Murphy and Madison Park Playground Replacement Design and Construction Management Services Request for Proposal: Motion by Sprank to receive and file the documents and approve

authorizing the City Manager to negotiate a final agreement with the selected consultant of the Request for Proposal (RFP) for the Eagle Valley, Westbrook, & English Ridge Subdivision Park Development, Jackson Park Restrooms and Amenities, & Murphy and Madison Park Playground Replacement Design and Construction Management Services. Seconded by Wethal. City Council Members relayed public input provided to them in support of the proposed park developments and stated that parks are an important amenity for workforce attraction and retention. Motion carried 7-0.

4. City of Dubuque Employment Recruitment Brochure: Motion by Roussell to receive and file the documents. Seconded by Jones. City Council Members complimented the brochure. Motion carried 7-0.

5. Request for Work Session: Dubuque Regional Bicycle & Pedestrian Plan: Motion by Jones to receive and file the documents and schedule the work session for Monday, March 20, 2023, at 6:00 p.m. Seconded by Sprank. No schedule conflicts were expressed. Motion carried 7-0.

6. Request for Work Session: Carnegie-Stout Public Library Strategic Plan: Motion by Jones to receive and file the documents and schedule the work session for Monday, April 3, 2023, at 6:00 p.m. Seconded by Roussell. No schedule conflicts were expressed. Motion carried 7-0.

7. Second Annual Dubuque Police Department Awards & Recognition Night Video: Motion by Farber to receive and file the documents and view the video. Seconded by Roussell. Media Services showed a video of the Dubuque Police Department's second annual awards and recognition ceremony that honors members of the police force that go above and beyond in service to the community, complete acts beyond the call of duty, perform acts which an officer placed his/her life in jeopardy, and carry out other heroic measures. This video was produced by Media Services staff in the Public Information Office and can be viewed at: <https://www.youtube.com/watch?v=0QxEP8t2FQA>. Motion carried 7-0.

8. Dubuque Fire Academy Begins Video: Motion by Jones to receive and file the documents and view the video. Seconded by Resnick. Media Services showed a video of Dubuque Fire Department candidates beginning an 8-week training course, which covers policies and procedures, equipment handling, and everything needed to serve the Dubuque community. This video was produced by Media

Services staff in the Public Information Office and can be viewed at: <https://www.youtube.com/watch?v=9NC8fOH08l0>. City Council Members congratulated the Fire Department on their number of new recruits. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Sprank reported on recent state legislation targeting the LGBTQ+ community and urged residents to contact their legislators.

Council Member Jones reported on Dubuque Senior High School's recent opening celebration of their renovated theatre.

Council Member Wethal expressed enthusiasm for the local high school students who participated in peaceful demonstrations in support of the LGBTQ+ community.

Mayor Cavanagh reported on his various opportunities to travel to Des Moines and Washington D.C. to build partnerships with the legislatures and advocate for the city.

Council Member Farber reported on her recent IT Committee meeting with the National League of Cities (NLC).

CLOSED SESSION

Motion by Jones to convene in closed session at 7:44 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Sprank. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Crenna Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 8:46 p.m. stating that staff had been given proper direction.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:46 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in special session at 6:30 p.m. on March 7, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting public hearings on certain Fiscal Year 2024 Department Budgets.

PUBLIC HEARINGS

FISCAL YEAR 2024 DEPARTMENT BUDGETS

Fiscal Year 2024 City department budgets were presented by staff from the following departments:

1. Housing and Community Development Fiscal Year 2024 Budget Presentation: Alexis Steger, Director Housing and Community Development; Michael Belmont, Assistant Director of Housing and Community Development; Ben Pothoff, Deputy Code Official; Gina Hodgson, Assisted Housing Supervisor; Mary Bridget Corken Deutsch, Community Development Specialist; Maddy Haverland, Urban Development & Housing Rehabilitation Project Manager; Angela Ventris, Grant Project Manager; and Nicole Lytle, Grants Program Manager.
2. Purchase of Services Fiscal Year 2024 Budget Presentation: Alexis Steger, Director Housing and Community Development.
3. Planning Services Fiscal Year 2024 Budget Presentation: Wally Wernimont, Planning Services Manager.
4. Economic Development Fiscal Year 2024 Budget Presentation: Jill Connors, Economic Development Director; and Jenni Peterson-Brant, Arts and Cultural Affairs Manager.

Staff responded to questions from the City Council following their respective presentation.

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

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in special session at 6:30 p.m. on March 8, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting public hearings on certain Fiscal Year 2024 Department Budgets.

PUBLIC HEARINGS

FISCAL YEAR 2024 DEPARTMENT BUDGETS

Fiscal Year 2024 City department budgets were presented by staff from the following departments:

Leisure Services Manager Marie Ware provided introductory remarks on behalf of the Leisure Services Department.

1. Parks Fiscal Year 2024 Budget Presentation: Marie Ware, Leisure Services Manager.
2. Multicultural Family Center Fiscal Year 2024 Budget Presentation: Umaru Balde, Multicultural Family Center Director.
3. Community Impact Division (formerly AmeriCorps) Fiscal Year 2024 Budget Presentation: Heather Satterly, Community Impact Director.
4. Recreation Fiscal Year 2024 Budget Presentation: Dan Kroger, Recreation Division Manager.

Staff responded to questions from the City Council following their respective presentation.

City Clerk Breitfelder announced that written input was received by Cathy Brimeyer regarding Public Hearing No. 1. Regarding Public Hearing No. 2, Heidi Zull, 1530 Jackson St.; Jessica (Indigo) Perry, 2920 Central Ave. #2; Olivia Neugel; Tessie Strohm, 1850 Avoca St.; and Yara Lopez respectively provided input in support of a full-time site supervisor position. City Clerk Breitfelder announced that written input was received by Kalee Kerper, 1071 Main St.; as well as from Ms. Zull and Ms. Strohm.

CLOSED SESSION

Motion by Jones to convene in closed session at 10:03 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 11:07 p.m. stating that staff had been given proper direction.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:08 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:30 p.m. on March 9, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of setting the public hearing on the Fiscal Year 2024 City Budget and conducting public hearings on certain Fiscal Year 2024 Department Budgets.

ITEMS SET FOR PUBLIC HEARING

1. Set Public Hearing on Fiscal Year 2024 City Budget: Motion by Jones to receive and file the documents and adopt Resolution No. 65-23 Setting the date for the public hearing on the Fiscal Year 2024 Budget for the City of Dubuque; and Resolution No. 66-23 Setting the date for the public hearing on the Five-Year Capital Improvement Program for Fiscal Years 2024 through 2028 for the City of Dubuque. Seconded by Roussell. Motion carried 7-0.

Adoption of the resolutions sets a public hearing for a meeting to commence at 6:30 p.m. on March 23, 2023, in the Historic Federal Building.

RESOLUTION NO. 65-23 SETTING THE DATE FOR THE PUBLIC HEARING ON THE FISCAL YEAR 2024 BUDGET FOR THE CITY OF DUBUQUE

Whereas, Iowa Code Section 384.16 provides that the City Council shall set a time and place for a public hearing on the Fiscal Year 2024 budget before the final budget certification date and shall publish notice before the hearing as provided in Iowa Code Section 384.16.

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

Section 1. That the City Council shall conduct a public hearing on the proposed Fiscal Year 2024 budget for the City of Dubuque in the City Council Chambers and virtually on Thursday, March 23, 2023, beginning at 6:30 p.m.

Passed, approved, and adopted this 9th day of March 2023.

Brad M. Cavanagh, Mayor

Attest :Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 66-23
SETTING THE DATE FOR THE PUBLIC
HEARING ON THE FIVE-YEAR CAPITAL IM-
PROVEMENT PROGRAM FOR FISCAL
YEARS 2024 THROUGH 2028 FOR THE
CITY OF DUBUQUE**

Whereas, a proposed Five-Year Capital Improvement Program for the City of Dubuque for Fiscal Years 2024 through 2028 has been prepared and submitted to the City Council; and

Whereas, the capital projects for the first year of the program are included in the Fiscal Year 2024 budget for the City of Dubuque; and

Whereas, it is deemed to be in the best interest of the City of Dubuque to conduct a public hearing and adopt the five-year Capital Improvement Program simultaneously with the public hearing and adoption of the Fiscal Year 2024 budget for the City of Dubuque.

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

Section 1. That the City Council shall conduct a public hearing on the five-year Capital Improvement Program for Fiscal Years 2024 through 2028 in the City Council Chambers and virtually on Thursday, March 23, 2023, beginning at 6:30 p.m.

Passed, approved, and adopted this 9th day of March 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC HEARINGS
FISCAL YEAR 2024 DEPARTMENT BUDGETS**

Fiscal Year 2024 City department budgets were presented by staff from the following departments:

1. Emergency Management Fiscal Year 2024 Budget Presentation: Tom Berger, Emergency Management Director.
2. Emergency Communications Fiscal Year 2024 Budget Presentation: Mark Murphy, Emergency Communications Manager.
3. Police Department Fiscal Year 2024 Budget Presentation: Jeremy Jensen, Police Chief.
4. Fire Department Fiscal Year 2024 Budget Presentation: Amy Scheller, Fire Chief.

Staff responded to questions from the City Council following their respective presentation.

Following City Council discussion on the Police Department's Improvement Package No. 2 on an automated license plate reader system, Mayor Cavanagh encouraged

residents to provide input on the recommendation prior to the March 23, 2023, final hearing to adopt the Fiscal Year 2024 budget. Mayor Cavanagh also stated that input would be welcomed on the city's camera policy, which the City Council would discuss amending after the March 23, 2023, final hearing.

Council Member Wethal recommended the City Council approve Improvement Package No. 2 for one additional full-time firefighter and made suggestions of how to fund the position from both one-time and ongoing funding sources. City Manager Van Milligen advised that the City Council avoid using one-time funding sources to fund recurring expenses. City Manager Van Milligen also stated his reason for not recommending the position, stating that the position will be dependent on what the City Council decides regarding future fire stations. Mayor Cavanagh suggested an agenda item at the next budget hearing for City Council to discuss any proposed changes to the budget. City Council Members also discussed that the March 23, 2023, final hearing to adopt the budget provides the opportunity for budget amendments. Per a suggestion from the City Council, Mayor Cavanagh stated that he would discuss the budget amendment process with City Attorney Brumwell and City Manager Van Milligen to determine the recommended approach for budget amendments. Mayor Cavanagh stated his intent to share the recommended approach at the March 21, 2023, budget hearing. City Council Members also agreed to a governance session in the future to discuss a recommended process for altering the budget.

CLOSED SESSION

Motion by Jones to convene in closed session at 10:06 p.m. to discuss Pending Litigation – Chapter 21.5(1)(c) Code of Iowa. Seconded by Sprank. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 11:13 p.m. stating that staff had been given proper direction.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:14 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in special session at 6:00 p.m. on March 20, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen (arrived at 6:02 p.m.), City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Dubuque Regional Bicycle & Pedestrian Plan.

**WORK SESSION
DUBUQUE REGIONAL BICYCLE & PEDESTRIAN PLAN UPDATE**

Planning Services Manager Wally Wernimont introduced Laura Carstens and Dan Fox of the East Central Intergovernmental Association (ECIA). Ms. Carstens and Mr. Fox made a presentation on the status of the Dubuque Regional Bicycle and Pedestrian Plan. Due to limited time remaining in the work session, Mayor Cavanagh requested that the City Council contact the presenters with any questions.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:29 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on March 20, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. COVID-19 Update: Public Health Director Mary Rose Corrigan provided an update on the COVID-19 pandemic and response activities. City Council Members suggested that the COVID-19 update change to a public health report that occurs every other month during flu season based on the forthcoming elimination of COVID-19 mandatory reporting and termination of the COVID-19 public health declaration.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: Building Code Advisory and Appeals Board of 1/5/23; City Council Proceedings of 2/27/23, 3/06/23, 03/07/23, 03/08/23 and 03/09/23; Resilient Community Advisory Commission of 3/2/23; Zoning Advisory Commission of 3/1/23; Zoning Board of Adjustment of 2/23/23. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Nicolas Hayes for vehicle damage; Jeff Lehman for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance

Pool: Nicole Hayes for vehicle damage; Jeff Lehman for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 67-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 67-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

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

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

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

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

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

Passed, approved, and adopted this 20th day of March, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. U.S. Environmental Protection Agency Solid Waste Recycling Grant: Upon motion the documents were received, filed, and approved.

6. Letter of Opposition to Iowa Senate File 479: City Manager provided a copy of a letter to Iowa Representative Chuck Isenhardt in opposition to Iowa Senate File 479, a bill for an act repealing energy conservation requirements for new construction. Upon motion the documents were received and filed.

7. Civil Service Commission - Certified Lists: Civil Service Commission submitted the certified lists for the positions of Police Officer and Fire Promotional ranks of Assistant Fire Chief, Assistant Fire Marshal, Fire Captain, EMS Supervisor, Fire Equipment Operator and Fire Lieutenant. Upon motion the documents were received, filed, and made a matter of record.

March 15, 2023

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, an examination for the position of Police Officer was administered on March 11, 2023. We, The Civil Service Commission, hereby certify that the individuals listed below have passed this written examination, are using a valid transfer score, or are currently certified as an Iowa Law Enforcement Officer and the vacancy for this position should be made from this list and that this list is good through March 12, 2024.

Police Officer

1. Dustin Allen, 2. Noah Altman, 3. Nathan Goodson-Gregg, 4. Ashley Hahnbaum – Certified, 5. Sophia Hammond, 6. Marcus Leitzen, 7. Noah Perry – Transfer Score, 8. Kenneth Schrader, 9. Josh Vauthier – Transfer Score

Respectfully Submitted,
Civil Service Commissioner

February 20, 2023

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, examinations for the positions of Fire Lieutenant, Assistant Fire Chief, Fire Equipment Operator, Fire Captain, Assistant Fire Marshal, and EMS Supervisor were given the week of January 23, 2023. We, the Civil Service Commission, hereby certify that the individuals listed below have passed these written examinations and the vacancy for these

positions should be made from this list and that this list is good for two (2) years from the above date.

Fire Lieutenant

1. Corey LuGrain, 2. Robert Reed, 3. Kyle Reinert, 4. Chris Welu

Assistant Fire Chief

1. Jesse Coulson, 2. Nicholas Esch, 3. Lawrence Ewert, 4. Martin Fitzpatrick, 5. David Grass, 6. Jason Lueken

Fire Equipment Operator

1. Scott Brachman, 2. Jason Fuerstenberg, 3. Christopher Kluesner, 4. Robert Reed, 5. Kyle Reinert, 6. Jeff Schmitt, 7. Joseph Schmitt

Assistant Fire Marshal

No passing scores

Fire Captain

1. Kyle Burke, 2. Jesse Coulson, 3. Martin Fitzpatrick, 4. Ryan Kieffer, 5. Edward Lahey, 6. Todd Sieverding

EMS Supervisor

1. Kyle Reinert

The following individual has met the criteria to be placed on the certified list without the requirement to take the written promotional test for the ranks listed below:

Greg Harris - Fire Lieutenant and Fire Equipment Operator

Respectfully submitted,
Civil Service Commissioner

8. Exclusive 3-Year Soft Drink Provider Agreement for Leisure Services: City Manager recommended City Council approval of the 3-year Pepsi agreement with Lime Rock Springs as the exclusive soft drink provider for the Bunker Hill Golf Course, McAleece Concession, Flora and Sutton Pools concession, Veterans Memorial Park, and the Port of Dubuque Marina. Upon motion the documents were received, filed, and approved.

9. Pre-Annexation Agreement – Terrence L. and Barbara Bahl: Upon motion the documents were received and filed, and Resolution No. 68-23 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and Terrence L. and Barbara Bahl was adopted.

**RESOLUTION NO. 68-23
APPROVING A PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND TERRENCE L. AND BARBARA BAHL**

Whereas, Terrence L. and Barbara Bahl, the owner of the following described property located at 15461 Southwood Court in Dubuque County, Iowa (the Property) have submitted to the City Council of the city of Dubuque an application for voluntary annexation of the Property to the City of Dubuque:

Lot 5 in Briarwood Subdivision in Dubuque County, Iowa, according to the recorded plat thereof, subject to easements and restrictions of record

Whereas, Terrence L. and Barbara Bahl have entered into a Pre-annexation Agreement with the City of Dubuque, a copy of which is [provided] hereto governing the future annexation of the Property; and

Whereas, the Property is not subject to an existing annexation moratorium; and

Whereas, the Property does not include any state or railroad property; and

Whereas, Iowa Code Section 368.7 authorizes the voluntary annexation of property in Dubuque County, Iowa, and the extension of city limits by voluntary annexation; and

Whereas, the annexation of the Property is consistent with the Comprehensive Plan of the City of Dubuque, necessary for the future orderly growth and development of the City of Dubuque, and will promote efficient and cost-effective extension of municipal services; and

Whereas, the City Council finds that the annexation of the Property is in the public interest.

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

Section 1. The Pre-annexation Agreement by and between Terrence L. and Barbara Bahl and the City of Dubuque is hereby approved.

Passed, approved, and adopted this 20th day of March 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

10. Signed Contract(s): Experience Roofing for the Central Storage Rubber Roof Repair; Sustainable Strategies DC for professional strategic funding services. Upon motion the documents were received and filed.

11. Menard Inc. Property Tax Appeal Stipulation of Settlement Approval: Senior Counsel recommended approval of the stipulation of settlement for a property tax appeal filed by Menard Inc. for their property located at 5300 Westside Drive. Upon motion the documents were received, filed, and approved.

12. Canadian Pacific Railway Acquisition of Kansas City Southern Railroad & Pending Merger Update: Upon motion the documents were received and filed.

13. Purchase Agreement for Temporary Detour Easement Across Lot 1 in Riverview Plaza No. 4 as Part of the Kerper Boulevard and Kerper Court Intersection Improvements Project with HWY 151 & 61 Development, LLC: Upon motion the documents were received and filed, and Resolution No. 69-23 Approving a Purchase Agreement Between the city of Dubuque, Iowa and HWY 151 & 61 Development, LLC for a Temporary Detour Easement Across Lot 1 in Riverview Plaza No. 4 in the city of Dubuque Iowa as Part of the Kerper Boulevard and Kerper Court Intersection Improvements Project was adopted.

**RESOLUTION NO. 69-23
APPROVING A PURCHASE AGREEMENT
BETWEEN THE CITY OF DUBUQUE, IOWA
AND HWY 151 & 61 DEVELOPMENT, LLC
FOR A TEMPORARY DETOUR EASEMENT
ACROSS LOT 1 IN RIVERVIEW PLAZA NO.
4 IN THE CITY OF DUBUQUE IOWA AS
PART OF THE KERPER BOULEVARD AND
KERPER COURT INTERSECTION IM-
PROVEMENTS PROJECT**

Whereas, per Resolution No. 387-22 the City of Dubuque has entered into an agreement with Kwik Trip, Inc. (KTI) for the construction of certain improvements at the intersection of Kerper Boulevard and Kerper Court; and

Whereas, HWY 151 & 61 Development LLC is the owner of property between Kerper Boulevard and 16th Street, being the former Dubuque Packing site, legally described as Lot 1 in Riverview Plaza No. 4 in the City of Dubuque, Iowa; and

Whereas, in order to reduce the time to construct the intersection improvements and limit disruption to the traffic on Kerper Boulevard and Kerper Court, the City is proposing to construct a temporary detour roadway through the HWY 151 & 61 Development, LLC property connecting Kerper Court at its west end to 16th Street. The detour will allow Kerper Court to be closed at its intersection with Kerper Boulevard during construction and allow traffic access to the Kerper Boulevard properties/businesses via 16th Street and detour roadway; and

Whereas, the City of Dubuque has negotiated a Purchase Agreement, subject to City Council approval, with Hwy 151 & 61 Development, LLC for a temporary detour easement thru Lot 1 in Riverview Plaza No. 4 in the City of Dubuque, Iowa to construct and use said detour roadway for the duration of the intersection improvements project; and

Whereas, the City Council finds that it is in the best interest of the City of Dubuque to approve the Purchase Agreement [provided] hereto.

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

Section 1. The Purchase Agreement [provided] hereto is hereby approved.

Section 2. The City Manager is authorized and directed to execute the Purchase Agreement on behalf of the City of Dubuque and to take such action as may be necessary to carry out the terms of the Purchase Agreement.

Passed, Approved, and Adopted this 20th day of March, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

14. Amendment to Master Agreement and Project Statement - ImOn Communications LLC: Upon motion the documents were received, filed, and approved.

15. Master Agreement and Project Statement Amendment - Unite Private Network (UPN): Upon motion the documents were received, filed, and approved.

16. Tobacco Permit Application: Upon motion the documents were received and filed, and Resolution No. 70-23 Approving applications for retail cigarette/tobacco sales/nicotine/vapor permits, as required by Iowa Code Chapter 453A.47A was adopted.

**RESOLUTION NO. 70-23
APPROVING APPLICATIONS FOR RETAIL
CIGARETTE / TOBACCO SALES / NICOTINE
/ VAPOR PERMITS, AS REQUIRED BY
IOWA CODE 453A.47A**

Whereas, applications for Cigarette/Tobacco/Nicotine/Vapor Permit Sales have been submitted and filed with the City Council for approval, and the same have been examined and approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City and the applicants have filed the proper fees and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for Cigarette/Tobacco/Nicotine/Vapor sales permit.

Business Name, Business Address

Pink Cloud Smoke Shop, 3301 Pennsylvania Ave.

Passed, approved, and adopted this 20th day of March 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

ITEMS SET FOR PUBLIC HEARING

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

1. Set Public Hearing - Disposition of City-Owned Property at 612 Lincoln Avenue: Upon motion the documents were received and filed and Resolution No. 71-23 Intent to dispose of an interest in City of Dubuque real estate to Affordable Housing Network, Inc, setting a time and place for hearing, and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 3, 2023 in the Historic Federal Building.

**RESOLUTION NO. 71-23
INTENT TO DISPOSE OF AN INTEREST IN
CITY OF DUBUQUE REAL ESTATE TO AFFORDABLE HOUSING NETWORK, INC,
SETTING A TIME AND PLACE FOR HEARING, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, the City of Dubuque, Iowa (City) owns 612 Lincoln Avenue (the Property) legally described as:

Southwesterly Half of Lot 53 and Lot 1 of Lot 54 in Cook's Addition to the City of Dubuque, Iowa, according to the recorded plat thereof; and

Whereas, the City acquired the property through petition for title to abandoned property; and

Whereas, it is the recommendation of the Housing and Community Development Department to approve the purchase agreement for the sale to Affordable Housing Network, Inc. according to the terms and conditions set out in the purchase agreement in the public interest of the City of Dubuque.

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

Section 1. That the City of Dubuque, Iowa, proposes to approve the purchase agreement of the above-described real estate to Affordable Housing Network, Inc.

Section 2. That the City Council shall conduct a public hearing on the proposed purchase agreement in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa on the 3rd day of April, 2023, beginning at 6:30 PM.

Section 3. That the City Clerk be and is hereby authorized and directed to publish notice of the public hearing in the form [provided] hereto, according to law.

Passed, approved, and adopted this 20th day of March 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

2. Set for Public Hearing - Brehm Acres Voluntary Annexation Request: Upon motion the documents were received and filed and Resolution No. 72-23 Setting a Public Hearing on an Application for Voluntary Annexation of Territory to the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 17, 2023 in the Historic Federal Building.

**RESOLUTION NO. 72-23
SETTING A PUBLIC HEARING ON AN APPLICATION FOR VOLUNTARY ANNEXATION OF TERRITORY TO THE CITY OF DUBUQUE, IOWA**

Whereas, the City Council of Dubuque has received a written application from John and Diane Brehm (property owners) and Seippel Warehouse LLC (applicant and future property owner) for the voluntary annexation of 2.804 acres of property. The property is comprised of agricultural land east of Cottingham Road and west of Dubuque Industrial Center South as shown on Exhibit A and legally described as:

Part of Lot 1 In Brehm Acres Plat 2. Dubuque County, Iowa, more particularly described as follows: Commencing at the East Quarter Corner of Section 36, Township 89 North, Range 1 East of the 5th P.M., Dubuque County, Iowa; thence S00°05'05"E, 394.29 ft. To along the east line of the Southeast quarter of said Section 36 to the Centerline of Cottingham Road and the point of beginning; thence continuing S00°05'05"E, 794.63 ft. along said East line; thence N66°16'22"W, 100.00 ft.; thence N46°30'28"W, 193.69 ft.; thence N20°13'45"W, 170.84 ft. to the centerline of Cottingham Road; thence N40°16'31"E, 176.53 ft. along said centerline to the beginning of a centerline curve tangent to said line; thence Northeasterly and Northerly, 255.77 ft. along the curve concave to the Northwest, having a radius of 740.82 ft. and a central angle of 19°46'53"; thence N20°30'25"E, 33.09 ft. along said centerline to the beginning of a centerline curve; thence Northerly and Northeasterly, 83.73 ft. along said curve having a radius of 325.00 ft., concave to the Southeast, a central angle of 14°45'38" and a chord which bears N25°10'38"E, 83.50 ft. to the point of beginning, containing 2.804 acres, which includes 0.402 acres of existing public road right of way.

Whereas, the annexation territory is not subject to an existing annexation moratorium agreement and does not include any railroad property; and

Whereas, the annexation territory does not include State owned property; and

Whereas, Chapter 368 of the Code of Iowa authorizes that the annexation territory be made part of the City of Dubuque, Iowa; and

Whereas, the annexation territory is consistent with the City's Comprehensive Plan; and

Whereas, the future growth and development of the City of Dubuque, Iowa makes it desirable that the annexation territory be made part of the City of Dubuque, Iowa; and

Whereas, the City of Dubuque has the capacity to provide substantial municipal services to the annexation territory; and

Whereas, the annexation is in the public interest.

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

A public hearing will be held on the 17th day of April 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed annexation, and the City Clerk be and is hereby directed to cause the [provided] notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than fourteen days prior to the date of such hearing.

Passed, approved, and adopted this 20th day of March 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

PUBLIC HEARINGS

1. Request to Amend Planned Unit Development 2600 Dodge Street, Plaza 20: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Roussell. Planning Services Manager Wally Wernimont provided a staff report. City Council members requested an update on resolving the current traffic pattern and barricades in Plaza 20 resulting from Starbucks to confirm those situations will be resolved before any additional development in Plaza 20 is approved. City Engineer Gus Psihoyos stated that the city's agreement with Starbucks resulted in the current traffic patterns. The Engineering Department is preparing to issue bids this spring to modify the traffic patterns. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 7-23 Amending Title 16, The Unified Development Code of the City of Dubuque Code of Ordinances by rescinding Ordinance 51-16 which established regulations for the Plaza 20 PUD Planned Unit Development District with a Planned Commercial Designation and now being amended to allow for modification of the On-Premise Sign Regulations applied to Plaza 20. Seconded by Roussell. Motion carried 7-0.

ORDINANCE NO. 7-23

AMENDING TITLE 16, THE UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES BY RESCINDING ORDINANCE 51-16 WHICH ESTABLISHED REGULATIONS FOR THE PLAZA 20 PUD PLANNED UNIT DEVELOPMENT DISTRICT WITH A PLANNED COMMERCIAL DESIGNATION AND NOW BEING AMENDED TO ALLOW FOR MODIFICATION OF THE ON-PREMISE SIGN REGULATIONS APPLIED TO PLAZA 20

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

Section 1. That Title 16, the Unified Development Code of the City of Dubuque Code of Ordinances is hereby amended by rescinding Ordinance 51-16 which established regulations for the Plaza 20 Planned Unit Development District with a Planned Commercial District designation, and now being amended to allow modification of the on-premise sign regulations applied to Plaza 20, to wit:

A. Use Regulations

The following regulations shall apply to all uses made of land in the above-described Planned Unit Development:

Principal permitted uses: The following uses are permitted in the Plaza 20 Planned Unit Development:

1. Regional shopping center, 2. Retail sales/service, 3. Indoor restaurant, 4. Drive-in/carry-out restaurant, 5. General offices, 6. Indoor recreation, 7. Outdoor recreation, 8. Auto sales and service, 9. Auto service centers, 10. Automated gas station, 11. Self-service car wash, 12. Business services, 13. Hotel, 14. Motel, 15. Auditorium or assembly hall

Accessory Uses: The following accessory uses are permitted in the Plaza 20 Planned Unit Development:

1. Any use customarily incidental and subordinate to the principal use it serves.
2. Outdoor seating as part of an indoor restaurant, bar, or tavern.

Conditional Uses: The following conditional uses are permitted in the Plaza 20 Planned

Unit Development, subject to the provisions of Section 8 of the Unified Development Code that establishes requirements for application to the Zoning Board of Adjustment for a conditional use permit, and any other specific conditions listed below for a conditional use.

1. Licensed childcare centers, provided that:
 - a. Such facility shall supply loading and unloading spaces so as not to obstruct public streets or create traffic or safety hazards;
 - b. All licenses have been issued or have been applied for and are awaiting the outcome of the state's decision; and
 - c. Such use shall not be located within the same structure as any gas station, bar/tavern, automated gas station or any facility selling, servicing, repairing, or renting vehicles.
 - d. The conditional use applicant certifies that the premises on which the licensed childcare center will be located complies with, and will for so long as the licensed child care center is so located, continue to comply with all local, state and federal regulations governing hazardous substances, hazardous conditions, hazardous wastes, and hazardous materials.
 - e. If the applicant is subject to the requirements of Section 302 of the Superfund Amendments and Reauthorization Act of 1986, as amended, the Emergency Management Director shall certify whether or not the applicant has submitted a current inventory of extremely hazardous substances kept or stored on the premises. If any such extremely hazardous substances are kept or stored on the premises, the applicant shall also post in a conspicuous place on the premises a notice indicating a description of the extremely hazardous substances, and the physical and health hazards presented by such substances.
 - f. Applicant shall submit an evacuation plan for approval by the City, both written and drawn, that details where the children will go in the event of a hazardous materials incident. The plan shall include a "house in place" scenario in which the children can be kept safely within a room of the building that has no penetration to the outside (windows, doors, etc.).
 - g. Applicant shall submit plans for approval by the City that indicate the installation of a main emergency shut-off switch for the heating, ventilation, and air conditioning (HVAC) system

to minimize the infiltration risk of airborne hazardous materials.

B. Lot and Bulk Regulations.

The following bulk regulations shall apply in the Plaza 20 Planned Unit Development, subject to the provisions of the Unified Development Code.

1. All shopping center buildings, structures, and activities shall be developed in substantial conformance with previously approved conceptual development plan(s).
2. All shopping center buildings and structures shall be limited to a maximum height of 40 ft..
3. All buildings and structures located on out lots shall be developed in compliance with the bulk regulations of the C-3 General Commercial district.

C. Sign Regulations.

1. The provisions of the City of Dubuque Unified Development Code, Section 15 Signs shall apply unless further regulated by this section.
2. On-premise signs: On-premise signs shall be regulated in accordance with the provisions of Exhibit A.
3. Off-premise signs: Off-premise signs shall be prohibited.
4. Variances: Variances from sign requirements for size, number, and height may be requested. Such variances shall be reviewed by the Zoning Board of Adjustment in accordance with Article 8-6 of the Unified Development Code.

D. Parking Regulations

1. Parking requirements for Plaza 20 shall be one space per 250 square ft. of retail space accessible to the general public.
2. All vehicle-related features shall be surfaced with standard or permeable asphalt, concrete, or pavers.
3. Curbing and proper surface drainage of storm water shall be provided.
4. All parking and loading spaces shall be delineated on the surfacing material by painted stripes or other permanent means.
5. The size and design of parking spaces shall be governed by applicable provisions of the Unified Development Code enforced at the time of development of the lot.
6. The number, size, design, and location of parking spaces designated for persons with disabilities shall be according to the local, state, or federal requirements in effect at the time of development.
7. Parking requirements for businesses located on out lots shall comply with

the provisions of Section 14 of the Unified Development Code.

E. Site Lighting

1. Exterior illumination of site features shall be limited to the illumination of the following:
 - a. Parking areas, driveways and loading facilities.
 - b. Pedestrian walkway surfaces and entrances to building.
 - c. Building exterior.
2. Location and Design
 - a. All exterior lighting luminaries shall be designed and installed to shield light from the luminaries at angles above 72-degrees from vertical.
 - b. Fixtures mounted on a building shall not be positioned higher than the roofline of the building.
 - c. All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.

F. Exterior Trash Collection Areas

1. The storage of trash and debris shall be limited to that produced by the principal permitted use and accessory uses of the lot.
2. All exterior trash collection areas and the materials contained therein shall be visually screened from view. The screening shall be completely opaque fence, wall or other feature not exceeding a height of 10 ft. measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen.

G. Performance Standards

The development and maintenance of uses in this Planned Unit Development shall be established in conformance with the following standards.

1. That the east side of Plaza 20 adjacent to the new retail space be planted with species of shade trees that will provide an effective screen in the future between the commercial plaza and residential properties to the east.
2. Platting: Subdivision plats shall be submitted in accordance with Section 11 Land Subdivision of the City of Dubuque Unified Development Code.
3. Site Plans: Final site development plans shall be submitted in accordance with Section 12 Site Plans and Section 13 Site Design Standards of the City of Dubuque Unified Development Code prior to construction of each building and vehicle-related

feature unless otherwise exempted by Article 12.

4. Storm Water Conveyance: The developer of each lot shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to the flow line of open drainage ways outside the lot in a means that is satisfactory to the Engineering Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply to properties in the Planned Unit Development.

H. Other Codes and Regulations

1. Service Lines. All electric, telephone, cable, or other similar utility lines serving the building and other site features shall be located underground, where feasible.
2. These regulations do not relieve the owner from other applicable city, county, state or federal codes, regulations, laws, and other controls relative to the planning, construction, operation, and management of property within the city of Dubuque.

I. Transfer of Ownership

Transfer of ownership or lease of property in the Plaza 20 PUD shall include in the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the District PUD.

J. Recording

A copy of this PUD Ordinance shall be recorded, at the expense of the property owner, with the Dubuque County Recorder as a permanent record of the conditions accepted as part of this reclassification approval. This ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 2. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved, and adopted this 20th day of March 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Request to rezone the property of approximately 2.4-acre irregularly shaped site with frontage along Carter Road PIN 1015453009 property to a Planned Unit Development with PR-Planned Residential designation: Motion by Jones to receive and file the

documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Planning Services Manager Wally Wernimont provided a staff report. Mike Jozefowicz, 2735 Hickory Hill; Dan Williams, 2710 Hickory Hill; Paula Lange, 3077 Westmore Dr.; and Paige Thomas, 3023 Westmore Dr.; spoke in opposition to the rezoning. Applicant Kevin Oberbroeckling of CK Construction spoke in support of the rezoning. Responding to questions from the City Council, Mr. Wernimont summarized the process for reviewing stormwater management plans and referenced studies that indicated the city's future housing needs. Mr. Wernimont also spoke about the process which determined that a traffic study was not required and how flooding complaints regarding private properties would be addressed. Responding to questions from the City Council, Zoning Advisory Commission Member Richard Russell stated that the Zoning Advisory Commission had three excused absences from the commission meeting in which this public hearing occurred, and that another commission member recused himself from the vote due to a conflict of interest. Mr. Russell stated that the commission expressed concerns on density during the hearing and discussed the other multi-family developments in the vicinity. City Manager Van Milligen stated that liability for stormwater property damage could not be determined without additional review. City Attorney Brumwell stated that the city's role in stormwater damage is limited to enforcement, with the city referring residents to private attorneys for legal guidance. City Council members discussed the need for additional housing and that traffic patterns at certain schools could potentially be reviewed in the future. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 8-23 Amending Title 16 of The Unified Development Code of the City of Dubuque Code of Ordinances by Rescinding Ordinance 10-96 and Ordinance 45-93 and Adopting a PUD Planned Unit Development with a PR Planned Residential District Designation and Conceptual Development Plan for one 16-Unit and one 24-Unit Multi-Family Residential Building with a Detached Garage. Seconded by Farber. Motion carried 7-0.

ORDINANCE NO. 8 - 23
AMENDING TITLE 16 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES BY RESCINDING ORDINANCE 10-96 AND ORDINANCE 45-93 AND ADOPTING A PUD PLANNED UNIT DEVELOPMENT WITH A PR PLANNED RESIDENTIAL DISTRICT

DESIGNATION AND CONCEPTUAL DEVELOPMENT PLAN FOR ONE 16-UNIT AND ONE 24-UNIT MULTI-FAMILY RESIDENTIAL BUILDING WITH A DETACHED GARAGE

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

Section 1. That Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances is hereby amended by reclassifying the hereinafter-described property from PUD with a PR Planned Residential District designation to PUD Planned Unit Development District with a PR Planned Residential District designation, and adopting a conceptual development plan, a copy of which is [provided] to and made a part hereof, is hereby adopted and approved for the following described property, to wit:

Lot 2 St. Mary's Place No. 4 and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

A. Use Regulations - The following regulations shall apply to all uses made of land in the above-described PR Planned Residential District:

1. Principal permitted uses shall be limited to one 16-unit multi-family residential building, one 24-unit multi-family residential buildings, and a detached parking garage.
2. Accessory uses shall include any use customarily incidental and subordinate to the principal use it serves.

B. Lot and Bulk Regulations - Development of land in the PR Planned Residential District shall be regulated as follows:

1. Buildings setbacks shall be located in substantial conformance with the approved conceptual development plan.
2. Maximum building height of 40 ft. shall be allowed in this Planned Residential District.
3. Unless otherwise indicated, the development of the property in this Planned Residential District shall be regulated by Section 16-5-5 of the Unified Development Code, R-4 Multi-Family Residential District.

C. Performance Standards - The development and maintenance of uses in this PR Planned Residential District shall be regulated as follows:

1. Parking Regulations
 - a. All vehicle-related features shall be surfaced with either asphalt or concrete.
 - b. Curbing and proper surface drainage of storm water shall be provided.
 - c. All parking and loading spaces shall be delineated on the surfacing material by painted stripes or other permanent means.

- d. Off-street parking shall be provided based on the approved conceptual plan.
- e. The number, size, and design of parking spaces shall be governed by applicable provisions of the Unified Development Code Section 13-3 Site Development Regulations.
- f. The number, size, design, and location of parking spaces designated for persons with disabilities shall be according to the local, state, or federal requirements in effect at the time of development.
- 2. Site Lighting
 - a. Exterior illumination of site features shall be limited to the illumination of the following:
 - i. Parking areas, driveways, and loading facilities.
 - ii. Pedestrian walkway surfaces and entrances to building.
 - iii. Building exterior.
 - b. Location and Design
 - i. No light source shall provide illumination onto adjacent lots, buildings, or streets in excess of 1.0-foot candle.
 - ii. All exterior lighting luminaries shall be designed and installed to shield light from the luminaries at angles above 72-degrees from vertical.
 - iii. Fixtures mounted on a building shall not be positioned higher than the roofline of the building.
 - iv. All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.
- 3. Landscaping - Landscaping shall be provided in compliance with Section 13-4 Landscaping and Screening Requirements of the Unified Development Code.
- 4. Storm Water Management - The developer shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainageways outside the lot in a means that is satisfactory to the Engineering Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply.
- 5. Exterior Trash Collection Areas
 - a. The storage of trash and debris shall be limited to that produced by the principal permitted use and accessory uses on the lot.
 - b. All exterior trash collection areas and the material contained therein shall be visually screened from view. The screening shall be completely opaque fence, wall, or other feature not exceeding a height of 10 ft. measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal. Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen. If a 10-foot height screen fails to shield the exterior trash collection area from view from the adjacent public right-of-way and neighboring properties, evergreen plantings may be required in addition to the screening. Evergreen plant material shall be selected and designed so that they screen the area from all off-site visibility within five (5) years.
- 6. Open Space - Open space and landscaping in the PR Planned Residential District shall be regulated as follows. Those areas not designated on the conceptual development plan shall be maintained as open space, as defined Article 13 of the Unified Development Code of the City of Dubuque, Iowa, by the property owner and/or association.
- 7. Platting - Subdivision plats and improvement plans shall be submitted in accordance with Article 11 Land Subdivision, of the City of Dubuque Unified Development Code.
- 8. Site Plans. Final site development plans shall be submitted in accordance with Article 12 Site Plans and Article 13 Site Design Standards prior to construction of each building and vehicle-related feature unless otherwise exempted by Article 12.
- D. Sign Regulations
 - 1. Signs in the Planned Residential District shall be regulated in accordance with the R-4 Multi-Family Residential Zoning District sign regulations, Section 16-15-11.1 of the Unified Development Code.
 - 2. Variance requests from sign requirements for size, number, and height shall be reviewed by the Zoning Board of Adjustment in accordance with Section 16-8-6 of the Unified Development Code.
- E. Other Codes and Regulations
 - 1. Service Lines. All electric, telephone, cable, or other similar utility lines serving the building and other site features shall be located underground.
 - 2. The use of semi-trailers and shipping

containers for storage is prohibited.

3. These regulations do not relieve the owner from other applicable city, county, state, or federal codes, regulations, laws, and other controls relative to the planning, construction, operation, and management of property within the City of Dubuque.

F. Ordinance History

1. Ord. 45-93: Establishment of a Planned Unit Development for a 16-unit condominium development.
2. Ord. 10-96: Establishment of a Planned Unit Development for a 64-unit senior housing development.

G. Transfer of Ownership - Transfer of ownership or lease of property in this PR Planned Residential District shall include the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.

H. Modifications - Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Article 9-5 of the Unified Development Code.

I. Occupancy Permits - No occupancy permit shall be issued by the City of Dubuque for property included in the subject planned unit development district until full compliance with this ordinance has been achieved.

J. Recording - A copy of this ordinance shall be recorded at the expense of the property owner(s) with the Dubuque County Recorder a permanent record of the conditions accepted as part of this reclassification approval within thirty (30) days after the adoption of this ordinance. This ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 2. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved, and adopted this 20th day of March 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

3. Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2023.1: Motion by Roussell to receive and file the documents and adopt Resolution No. 73-23 Approving the Amended and Restated Urban Renewal Plan, Version 2023.1,

for the Dubuque Industrial Center Economic Development District. Seconded by Sprank. Motion carried 7-0.

RESOLUTION NO. 73-23

**APPROVING THE AMENDED AND RE-
STATED URBAN RENEWAL PLAN, VER-
SION 2023.1, FOR THE DUBUQUE INDUS-
TRIAL CENTER ECONOMIC DEVELOP-
MENT DISTRICT**

Whereas, by Resolution 52-23 adopted on February 20, 2023, the City Council of the City of Dubuque, Iowa authorized the preparation of an Amended and Restated Urban Renewal Plan (the "Amended and Restated Urban Renewal Plan" or "Plan") for the Dubuque Industrial Center Economic Development District (the "District"); and

Whereas, the Amended and Restated Urban Renewal Plan for the District, Version 2023.1, is on file in the City Clerk's Office; and

Whereas, the City Council's primary objective for the Amended and Restated Urban Renewal Plan for the District is to remove property from Subarea E of the District and to add a project to the Public Purpose Activities as shown in the [provided] Amended and Restated Urban Renewal Plan to provide opportunities which will further economic development purposes and objectives as described in the Plan; and

Whereas, a consultation process has been undertaken with affected taxing entities in accordance with Chapter 403 of the Code of Iowa and no written objections or recommended changes to the Plan have been received; and

Whereas, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the Amended and Restated Urban Renewal Plan after public notice thereof.

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

Section 1. That the Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District, Version 2023.1, is hereby approved.

Section 2. That a feasible method exists for the location of any families who will be displaced from the District, as amended, into decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families; and that the Amended and Restated Plan conforms to the general plan of the City as a whole. With respect to any real property in the District acquired by the City in connection with the land and projects included in the Plan, non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning

standards and local community objectives.

Section 3. That the District, as amended, continues to be an area for economic development (commercial and industrial) within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Iowa Code Chapter 403; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That, notwithstanding any resolution, ordinance, plan, amendment, or any other document, the Amended and Restated Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan.

Section 5. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

Passed, approved, and adopted this 20th day of March, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitsfelder, City Clerk

4. Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2023.2: Motion by Farber to receive and file the documents and adopt Resolution No. 74-23 Approving the Amended and Restated Urban Renewal Plan, Version 2023.2, for the Dubuque Industrial Center Economic Development District. Seconded by Resnick. Motion carried 7-0.

**RESOLUTION NO. 74-23
APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN, VERSION 2023.2, FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT**

Whereas, by Resolution 53-23 adopted on February 20, 2023, the City Council of the City of Dubuque, Iowa authorized the preparation of an Amended and Restated Urban Renewal Plan (the "Amended and Restated Urban Renewal Plan" or "Plan") for the Dubuque Industrial Center Economic Development District (the "District"); and

Whereas, the Amended and Restated Urban Renewal Plan for the District, Version 2023.2, is on file in the City Clerk's Office; and

Whereas, the City Council's primary objective for the Amended and Restated Urban Renewal Plan for the District is to expand the District by creating Subarea S and to add a project to the Public Purpose Activities as shown in the Amended and Restated Urban Renewal Plan Version 2023.2 to provide opportunities which will further economic development purposes

and objectives as described in the Plan; and

Whereas, a consultation process has been undertaken with affected taxing entities in accordance with Chapter 403 of the Code of Iowa and no written objections or recommended changes to the Plan have been received; and

Whereas, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the Amended and Restated Urban Renewal Plan after public notice thereof.

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

Section 1. That the Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District, Version 2023.2, is hereby approved.

Section 2. That a feasible method exists for the location of any families who will be displaced from the District, as amended, into decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families; and that the Amended and Restated Plan conforms to the general plan of the City as a whole. With respect to any real property in the District acquired by the City in connection with the land and projects included in the Plan, non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the District, as amended, continues to be an area for economic development (commercial and industrial) within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Iowa Code Chapter 403; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That, notwithstanding any resolution, ordinance, plan, amendment, or any other document, the Amended and Restated Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan.

Section 5. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

Passed, approved, and adopted this 20th day of March, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitsfelder, City Clerk

5. Request to Vacate a Portion of Certain Sanitary Sewer Easements across a Part of Lot 1 of Dubuque Industrial Center 14th Addition: Motion by Sprank to receive and file the documents and adopt Resolution No. 75-23 Disposing of Property by Vacating City Interest in a Portion of Easements for Sanitary Sewer Utilities Over and Across a Part of Lot 1 of Dubuque Industrial Center 14th Addition, in the City of Dubuque, Iowa. Seconded by Resnick. Motion carried 6-0 with Jones momentarily away from the dais at the time of the vote.

**RESOLUTION NO. 75-23
DISPOSING OF PROPERTY BY VACATING
CITY INTEREST IN A PORTION OF EASE-
MENTS FOR SANITARY SEWER UTILITIES
OVER AND ACROSS A PART OF LOT 1 OF
DUBUQUE INDUSTRIAL CENTER 14TH AD-
DITION, IN THE CITY OF DUBUQUE, IOWA**

Whereas, the City Council, by Resolution No. 61-23, dated the 6th day of March 2023, declared its intent to dispose of City interest in utility easements on real property, legally described as:

Part of Lot 1 of Dubuque Industrial Center 14th Addition, in the City of Dubuque, Dubuque County, Iowa, according to the recorded plat thereof (the Property); and

Whereas, per an agreement between the City of Dubuque, Dubuque Initiatives, MAR Holdings, and Geisler Family Realty Company, the parties wish to set forth terms for the relocation of a proposed public sanitary sewer utility located in Part of Lot 1 of Dubuque Industrial Center 14th Addition, in the City of Dubuque, Dubuque County, Iowa; and

Whereas, that sanitary sewer easements were included on the Plat of Survey recorded as Instrument No. 10616-99 and the Final Plat recorded as Instrument No. 2006-11108 in the Dubuque County Recorder's Office; and

Whereas, a part of the City of Dubuque sanitary sewer that had previously been constructed inside the easements provided on Plat of Survey recorded as Instrument No. 10616-99 and the Final Plat recorded as Instrument No. 2006-11108 in the Dubuque County Recorder's Office have been relocated to a new alignment by Geisler Family Realty; and

Whereas, per Resolution No. 272-22 the City of Dubuque has inspected and tested and accepted the newly constructed and relocated sanitary sewer for ownership and maintenance and as per Resolution No. 40-22 the City has accepted a Grant of Sanitary Sewer for the newly constructed and relocated sanitary sewer; and

Whereas, per said agreement the City is responsible for vacating a portion of the former sanitary sewer easement area through a part of Lot 1 of Dubuque Industrial Center 14th

Addition, in the City of Dubuque, Dubuque County, Iowa.

Whereas, pursuant to published notice, a public hearing was held on the proposed disposition on the 6th day of March 20, 2023 at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

Whereas, it is the determination of the City Council that City interest in a portion of the sanitary sewer easements across a part of Lot 1 of Dubuque Industrial Center 14th Addition, in the City of Dubuque, Iowa, included on the Plat of Survey recorded as Instrument No. 10616-99 and the Final Plat recorded as Instrument No. 2006-11108 in the Dubuque County Recorder's Office, as shown on the [provided] Exhibit A should be vacated and doing so is in the public interest of the City of Dubuque.

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

Section 1. The City hereby vacates all interest in a portion of the sanitary sewer easements across a part of Lot 1 of Dubuque Industrial Center 14th Addition, in the City of Dubuque, Iowa, included on the Plat of Survey recorded as Instrument No. 10616-99 and the Final Plat recorded as Instrument No. 2006-11108 in the Dubuque County Recorder's Office, as shown on the [provided] Exhibit A.

Section 2. The City Clerk is hereby authorized to and directed to record this resolution with the Dubuque County Recorder.

Passed, approved, and adopted this 20th day of March 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

PUBLIC INPUT

Regarding Action Item No. 3, Mark Amber, 315 River Ridge St., spoke in opposition to the recommended management firm.

ACTION ITEMS

1. Solid Waste Automated Curbside Collection System Implementation Council Update: Motion by Resnick to receive and file the documents and listen to the presentation. Seconded by Farber. Public Works Director John Klostermann introduced Assistant Public Works Director Arielle Swift, who made a presentation on the implementation plan for the automated solid waste conveyance system and the distribution of solid waste carts to support that system. Responding to a question from the City Council, Resource Management Supervisor Jacob Jansen and Mr. Klostermann stated that the department is developing a procedure to assist specific residents who need assistance with collecting their solid waste carts. Motion carried 7-0.

2. Emergency Preparedness Railway Incidents Presentation: Motion by Roussell to receive and file the documents and listen to the presentation. Seconded by Sprank. Thomas Berger, Dubuque County Emergency Management Coordinator, made a presentation on emergency preparedness for railway incidents. Responding to a question from the City Council, Mr. Berger stated that he receives weekly reports from the railroad companies summarizing the types of chemicals they transported in the past week. Mr. Berger also stated that railroad companies are governed at the federal level, therefore railroad companies would communicate any suggested improvements to the appropriate federal agency. City Council members expressed their desire to have open communication with the railroad companies. Motion carried 7-0.

3. Grand River Center Management Agreement with Global Spectrum, L.P. d/b/a OVG360 Approval: Motion by Farber to receive and file the documents, approve the Grand River Center Management Agreement between the City of Dubuque and Global Spectrum, L.P. d/b/a OVG360, and listen to the presentation. Seconded by Jones. Leisure Services Manager Marie Ware made a presentation and introduced Shura Garnett, Senior Vice President of Convention Centers for OVG360. Responding to questions from the City Council, Ms. Garnett stated that the company will create a list of revenue enhancing priorities for the capital fund and that they intend to retain as many current Grand River Center employees as possible. City Manager Van Milligen stated that partnering with a national firm will help the Grand River Center host more events, therefore benefiting Dubuque hotels and amenities. Motion carried 7-0.

4. Amending Tax Increment Ordinance 28-22A for the Dubuque Industrial Center Economic Development District, as amended by Version 2023.1 of the Amended and Restated Plan: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 9-23 Correcting and amending Ordinance No. 28-22A, previously amended, providing that general property taxes levied and collected each year on all property located within the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Area of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of

Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project by removing certain property from Subarea E from the division of revenues. Seconded by Farber. Motion carried 7-0.

**ORDINANCE NO. 9-23
CORRECTING AND AMENDING ORDINANCE NO. 28-22A, PREVIOUSLY AMENDED, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED AND RE-
STATED DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL AREA OF THE CITY OF DUBUQUE, COUNTY OF DUBUQUE, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF DUBUQUE, COUNTY OF DUBUQUE, DUBUQUE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH THE AMENDED AND RE-
STATED DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL REDEVELOPMENT PROJECT BY REMOVING CERTAIN PROPERTY FROM SUBAREA E FROM THE DIVISION OF REVENUES**

Whereas, the Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District (the "District") described in Resolution No. 130-88 was adopted on May 2, 1988 and was thereafter amended and restated by Resolution No. 484-90 on December 17, 1990, Resolution No. 142-97 on April 7, 1997, Resolution No. 478-97 on November 17, 1997, Resolution No. 15-08 on January 7, 2008, Resolution No. 101-08 on March 17, 2008, Resolution No. 109-08 on April 7, 2008, Resolution No. 87-11 on March 7, 2011, Resolution No. 171-13 on June 3, 2013, Resolution No. 197-15 on June 1, 2015, Resolution No. 309-15 on September 8, 2015, Resolution No. 132-16 on September 19, 2016, Resolution No. 157-18 and Resolution No. 158-18 on May 21, 2018, Resolution 380-18 on December 17, 2018, Resolution 125-21 and Resolution 126-21 on April 19, 2021, Resolution 323-21 and Resolution 324-21 on September 20, 2021, Resolution 387-21 on November

1, 2021, Resolution 197-22 on May 16, 2022, by Resolution 289-22 on September 6, 2022, by Resolution No. 290-22 on September 6, 2022, and by Resolution 73-23 on March 20, 2023 (as amended and restated, the "Urban Renewal Plan" or "Amended and Restated Urban Renewal Plan"); and

Whereas, the City Council of the City of Dubuque, Iowa originally provided for the division of taxes pursuant to Section 403.19 of the Code of Iowa within the District in Ordinance No. 26-88 passed and approved on May 2, 1988 and thereafter amended and restated by Ordinance No. 63-88 on December 5, 1988, by Ordinance No. 66-97 on November 17, 1997, by Ordinance No. 70-08 on October 20, 2008, by Ordinance No. 10-14 on February 3, 2014, by Ordinance No. 39-15 on June 1, 2015, by Ordinance No. 55-15 on September 8, 2015, by Ordinance No. 49-16 on September 19, 2016, Ordinance 18-18 on May 21, 2018, by Ordinance 45-18 on December 17, 2018, by Ordinance 15-21 and Ordinance 16-21 on April 19, 2021, by Ordinance 22-21 on June 7, 2021, by Ordinance 31-21 and Ordinance 32-21 on September 20, 2021, by Ordinance 37-21 on November 1, 2022, by Ordinance 21-22 on May 16, 2022, by Ordinance 28-22 on September 6, 2022, and by Ordinance 28-22A on November 7, 2022; and

Whereas, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the District, and the continuing needs of redevelopment within the District are such as to require the continued application of the incremental tax resources of the District; and

Whereas, the following enactment is necessary to accomplish the objectives described in the premises.

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

Ordinance Number 28-22A is hereby amended to read as follows:

Section 1: For purposes of this Ordinance, the following terms shall have the following meanings:

(a) Original Project Area means that portion of the City of Dubuque, Iowa described in the Urban Renewal Plan for the District approved by Resolution No. 130-88 on May 2, 1988, and subsequently amended by Resolution No. 484-90 on December 17, 1990, which Original Project Area includes the lots and parcels located within the area now legally described as follows:

All of Dubuque Industrial Center Eighth Addition; and

All of Lot 1 Dubuque Industrial Center 13th Addition; and

Lot 2 Dubuque Industrial Center 13th

Addition; and

Lot 1-2-2 Dubuque Industrial Center Fifth Addition; and

Lot 1 Dubuque Industrial Center Fifth Addition; and

Lot 1 Dubuque Industrial Center 11th Addition; and

Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and

Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and

Lot 1-3 Dubuque Industrial Center 12th Addition; and

Lot 1 of lot 3 of final plat of lot 1 of Dubuque Industrial Center First Addition; and

Lot 1 Dubuque Industrial Center 10th Addition; and

Lot 2-3 Dubuque Industrial Center 12th Addition; and

Lots 1 & 2 of final plat of lot 1 of Dubuque Industrial Center First Addition; and

Lot 1 Dubuque Industrial Center 12th Addition; and

Lot 2 Dubuque Industrial Center Ninth Addition; and

Lot 2 Dubuque Industrial Center 12th Addition; and

Lot 2-2 Dubuque Industrial Center Sixth Addition; and

Lot 3 Dubuque Industrial Center Ninth Addition; and

Lot 1 Dubuque Industrial Center Sixth Addition; and

Lot 2 of 2 Dubuque Industrial Center 7th Addition; and

Lot 2-1 Walter Addition; and

Lot 2-1 Walter Addition; and

All adjoining public right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

The Original Project Area is referred to as "Subarea A" in the Urban Renewal Plan hereinafter described.

(b) Subarea B has been removed from the division of revenues by Ordinance 22-21 on June 7, 2021.

(c) Subarea C means that portion of the City of Dubuque, Iowa described as Subarea C in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 289-22 on September 6, 2022, which Subarea C includes the lots and parcels located within the area legally described as follows:

Lots 1 and 2 of Dubuque Industrial Center North Second Addition;

Lots 2, 3, C and A of Dubuque Industrial Center North First Addition, excepting that Part of said Lot A originally platted as Lot 2 of the SW ¼ of the NW ¼ of Sec. 30, T89N, R2E of

the 5th PM; and any adjoining public street right-of-way, all in the City of Dubuque, Dubuque County, Iowa,

EXCEPT those lots and parcels included in Subarea K, those lots and parcels included in Subarea O, and those lots and parcels included in Subarea R.

- (d) Subarea D means that portion of the City of Dubuque, Iowa described as Subarea D in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 109-08 on April 7, 2008, which Subarea D includes the lots and parcels located within the area legally described as follows:

Lots 1, 2, and B and all of the right of way of Chavenelle Court in Dubuque Industrial Center West 8th Addition in the City of Dubuque, Dubuque County, Iowa.

- (e) Subarea E means that portion of the City of Dubuque, Iowa described as Subarea E in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 73-23 on March 20, 2023, which Subarea E includes the lots and parcels located within the area legally described as follows:

All of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa, except Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa; and

All of Seippel Road right of way from the north boundary line of Lot 1 of 1 of South Fork Subdivision No. 1 in the City of Dubuque, to the south boundary lines of Lot H of Dubuque Industrial Center West and Lot 1 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Dubuque County, Iowa, including crossings at the intersections of Old Highway Road and Chicago Central & Pacific Railroad rights-of-way.

- (f) Subarea F means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea F in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 197-15 on June 1, 2015, which Subarea F includes the lots and parcels located within the area legally described as follows:

Lot one (1) of Graf Farm Subdivision #2, Dubuque County, Iowa, according to the recorded plat thereof;

Lot 1 of Lot 1 of Lot 1 of Lot 1 of West One-half of Northeast One-quarter, Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County,

Iowa;

Lot 2 in "W.A. Norman Place" in Section 25, Center Township, Dubuque County, Iowa, according to the plat thereof; and

The NW 1/4 of the SE 1/4 of Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa.

- (g) Subarea G means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea G in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 309-15 on September 8, 2015, which Subarea G includes the lots and parcels located within the area legally described as follows:

The South one-half of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

Lot 1 of Lot 1 of the Northwest Quarter of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

Lot 2 of McFadden Farm Place #2, in the City of Dubuque, Iowa.

Lot 2 of McFadden Farm Place, in the City of Dubuque, Iowa.

Lot A of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

Lot A of Lot 1 of 1 of the Northwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

All in the City of Dubuque, Dubuque County, Iowa.

- (h) Subarea H means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea H in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea H includes the lots and parcels located within the area legally described as follows:

Lot 1 of the Northeast ¼ of the Northeast ¼, and Lot 2 of Lot 1 of Lot 1 of Lot 2 of the Northeast ¼ of the Northeast ¼, of Section 30, in Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

- (i) Subarea I means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea I in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-

16 on September 19, 2016, which Subarea I includes the lots and parcels located within the area legally described as follows:

Lot 2 Seippel Road Place #2, Dubuque County, Iowa.

Lot 2-1-1 of the Southeast Quarter of the Southeast Quarter of Section 25, Township 89 North, Range 2 East of the 5th P.M., Dubuque County, Iowa

(j) Subarea J means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea J in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea J includes the lots and parcels located within the area legally described as follows:

Lot 2 Julien Care Place, Dubuque County, Iowa.

Lot 3 Julien Care Place, Dubuque County, Iowa

Lot 2-1 Julien Care Place, Dubuque County, Iowa

(k) Subarea K means that portion of the City of Dubuque, Iowa, removed from Subarea C of the District by Version 2018.1 of the Amended and Restated Plan for the District approved by Resolution No. 157-18, and added to the District by Version 2018.2 of the Amended and Restated Plan for the District approved by Resolution No. 158-18 as Subarea K, all on May 21, 2018, which Subarea K includes the lots and parcels located within the area legally described as follows:

Lot 1 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa.

(l) Subarea L means that portion of the City of Dubuque, Iowa described as Subarea L in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 380-18 on December 17, 2018, which Subarea L includes the lots and parcels located within the area legally described as follows:

Lot 1 of Loretta Bahl's Homestead, in the City of Dubuque, Iowa, comprised of Lot 1 of the West 30 Acres of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 19, Township 89 North, Range 2 East of the 5th P.M. all in the City of Dubuque, Dubuque County, Iowa.

(m) Subarea M means that portion of the City of Dubuque, Iowa described as Subarea M in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 380-18 on December 17, 2018, which Subarea M includes the lots and parcels located within the

area legally described as follows:

Lot 2 of the Subdivision of Lot 2 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 89 North, Range 2 East of the 5th P.M. all in the City of Dubuque, Dubuque County, Iowa.

(n) Subarea N means that portion of the City of Dubuque, Iowa described as Subarea N in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 126-21 on April 19, 2021, which Subarea N includes the lots and parcels located within the area legally described as follows:

Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa; and

All of the street right of way of Innovation Drive adjacent to Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa.

All in the City of Dubuque, Iowa

(o) Subarea O means that portion of the City of Dubuque, Iowa removed from Subarea C and now described as Subarea O in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 324-21 on September 20, 2021, which Subarea O includes the lots and parcels located within the area legally described as follows:

Lot 2 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa; and

A Part of Lot C in Dubuque Industrial Center North First Addition in the City of Dubuque, Iowa, being more particularly described as follows:

Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa;

Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 ft. to the Point of Beginning;

Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 ft.;

Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 ft.;

Thence North 19 degrees 12 minutes 36 seconds East, 433.37 ft., to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa;

Thence North 90 degrees 00

minutes 00 seconds West, 231.12 ft.;
 Thence North 60 degrees 11
 minutes 47 seconds West, 280.07 ft.;
 Thence North 51 degrees 38
 minutes 25 seconds West, 318.12 ft.;
 Thence South 57 degrees 28
 minutes 14 seconds West, 86.87 ft.;
 Thence South 18 degrees 59
 minutes 51 seconds East, 140.84 ft.;
 Thence South 51 degrees 57
 minutes 52 seconds East, 101.08 ft.;
 Thence South 01 degree 57
 minutes 06 seconds East, 108.09 ft.;
 Thence South 33 degrees 59
 minutes 54 seconds East, 90.10 ft.;
 Thence South 44 degrees 57
 minutes 34 seconds East, 130.53 ft.;
 Thence South 12 degrees 19
 minutes 12 seconds West, 171.97 ft.;
 Thence South 87 degrees 35
 minutes 13 seconds West, 260.33 ft.;
 Thence South 02 degrees 35
 minutes 19 seconds East, 40.00 ft., to
 the Point of Beginning, said part of Lot
 C contains 6.59 acres, more or less.

All in the City of Dubuque, Iowa

(p) Subarea P means that portion of Dubuque County and the City of Dubuque, Iowa described as Subarea P in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 387-21 on November 1, 2021, which Subarea P includes the lots and parcels located within the area legally described as follows:

Lot 2 of Wertzberger Acres No. 3, in Table Mound Township, Dubuque County, Iowa, according to the recorded Plat thereof; and

The Southwest 1/4 of the Northeast 1/4, Lot 1 of the Northwest 1/4 of the Northeast 1/4, Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4, and Lot 2 of the Southeast 1/4 of the Northeast 1/4, in Section 14, Township 88 North, Range 2 East of the 5th P.M., in Dubuque County, Iowa, according to United States Government Survey and the recorded Plats thereof, excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the Warranty Deed filed as Instrument Number 2010-

00003964 in the Dubuque County Recorder's Office, and excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the Warranty Deed filed as Instrument Number 2011-00011776 in the Dubuque County Recorder's Office; and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the warranty deed filed as instrument number 2010-00003964 in the Dubuque County Recorder's Office, and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the warranty deed filed as instrument number 2011-00011776 in the Dubuque County Recorder's Office; and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of the Southwest 1/4 of the Northwest 1/4, all in Section 13, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 7.50 acres and as shown and described in the warranty deed filed as instrument number 2010-00007163 in the Dubuque County Recorder's Office; and

A part of that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of 3 of Archdiocese Place No. 2 at Key West in Section 11, Township 88 North, Range 2 East of

the 5th P.M., County of Dubuque and of Lot 2 of the Northwest 1/4 of the Northeast 1/4 and of Lot 2 of 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 1 of the Southeast Quarter of the Northeast Quarter, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 51.12 acres and as shown and described in the warranty deed filed as instrument number 2011-00018392 in the Dubuque County Recorder's Office, more particularly described as follows:

Commencing at the east 1/4 corner of said section 14; thence south 87° (degrees) 30' (minutes) 08" (seconds) west (assumed bearing for the purpose of this description) on the south line of the northeast 1/4 of said section 14, a distance of 316.67 ft. to the southeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4 which is on the present northwesterly right-of-way line of U.S. highway 61, being the point of beginning of the area herein described; thence continuing south 87°30'08" west on said south line, also being the south line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 744.37 ft. to the west line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 01°46'59" west on said west line, 365.46 ft.; thence north 02°36'29" west on said west line, 258.32 ft. to the northwesterly line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 15°33'01" east on said northwesterly line, 189.90 ft.; thence north 20°16'31" east on said northwesterly line, 100.25 ft.; thence north 31°16'30" east on said northwesterly line, 371.74 ft.; thence north 51°35'55" east on said northwesterly line, 46.89 ft.; thence north 26°34'03" east on said northwesterly line, 112.65 ft. to the northwest corner of said lot 1 of the southeast 1/4 of the northeast 1/4, also being the southwest corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4; thence north 35°25'51" east on the westerly and southwesterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, a distance of 200.90 ft.; thence north 01°11'53" west on said westerly and southwesterly line, 284.09 ft.; thence north 51°36'20" west on said westerly and southwesterly line, 173.35 ft.; thence south 73°41'30" east a distance of 115.82 ft.; thence south

48°36'34" east on the northeasterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, 759.07 ft. to the southeast corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, also being the northeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4; thence south 02°41'19" east on the easterly line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 954.91 ft. to the present northwesterly right-of-way line of U.S. highway 61; thence south 38°00'39" west on said northwesterly right-of-way line, 485.62 ft. to the point of beginning, containing 31.49 acres, more or less; and

An 80-foot-wide strip of land in the Southeast Half of Section 31, Township 89 North, Range 2 East, The Southwest Quarter of Section 32, Township 89 North, Range 2 East, the North Half of Section 5, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 4, Township 88 North, Range 2 East, the South Half of Section 3, Township 88 North, Range 2 East, the Southwest Quarter of Section 2, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 11, Township 88 North, Range 2 East, and the Northeast Quarter of Section 14, Township 88 North, Range 2 East, of the Fifth P.M., centered on the following described line:

Commencing at the Southeast Corner of Lot B, Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa (Record Doc. #2014-1397), at the Northerly Right-of-Way of Seippel Road; thence South 35°44'18" East (Record North 35°52'10" West) along the East Line of said First Addition, 11.13 ft.; thence South 10°51'45" East, 40.00 ft. to the centerline of Seippel Road, the Point of Beginning; thence North 79°08'15" East along said centerline, 1004.09 ft.; thence Easterly along the centerline of U. S. Highway 52 and the extension thereof an arc length of 880.50 ft. along a 1,200.00 foot radius curve being concave southerly, having a long chord of South 79°50'32" East, 860.88 ft.; thence South 58°49'18" East along said centerline of U. S. Highway 52, 2,489.33 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 3,363.36 ft. along a 12,000.00 foot radius curve being

- concave Northeasterly, having a long chord of South 66°51'04" East, 3,352.36 ft.; thence South 74°52'50" East along said centerline of U. S. Highway 52, 1318.07 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,569.39 ft. along a 12,000.00 foot radius curve being concave Southwesterly, having a long chord of South 71°08'02" East, 1,568.27 ft.; thence South 67°23'15" East along said centerline of U. S. Highway 52, 1093.39 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,414.18 ft. along a 23,000.00 foot radius curve being concave Southwesterly, having a long chord of South 65°37'33" East, 1,413.95 ft.; thence South 63°51'52" East along said centerline of U. S. Highway 52, 947.44 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,134.73 ft. along a 8,000.00 foot radius curve being concave Northeasterly, having a long chord of South 67°55'41" East, 1,133.78 ft.; thence South 71°59'29" East along said centerline of U. S. Highway 52, 3,507.89 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 7,787.63 ft. along a 7,500.00 foot radius curve being concave Southwesterly, having a long chord of South 42°14'42" East, 7,442.46 ft.; thence South 12°29'54" East along said centerline of U. S. Highway 52, 750.54 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 449.54 ft. along a 4,000.00 foot radius curve being concave Northeasterly, having a long chord of South 15°43'05" East, 449.31 ft., to the End Point, the sidelines of said 80-foot-wide strip of land are to be shortened or lengthened to the intersection of the easterly line of Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa as recorded in Doc. #2014-1397 and the intersection of the northerly line of Lot 1 and Lot 1 of 1 as recorded in Doc. #2010-3964.
- (q) Subarea Q means that portion of the City of Dubuque, Iowa described as Subarea Q in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 197-22 on May 16, 2022, which Subarea Q includes the lots and parcels located within the area legally described as follows:
- Lot 1-5 of Dubuque Industrial

Center West 5th Addition in the City of Dubuque, Iowa

All in the City of Dubuque, Iowa

- (r) Subarea R means that portion of the City of Dubuque, Iowa described as Subarea R in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 290-22A on November 7, 2022, which Subarea R includes the lots and parcels located within the area legally described as follows:

Part of Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows: Commencing at the southeast corner of said Lot 3; thence N00°36'04"W, 364.16 ft. along the east line of said Lot 3; thence S89°24'16"W, 502.28 ft. along the outside face of the south wall of the existing building to the point of beginning; thence S00°35'44"E, 37.00 ft.; thence S89°24'16"W, 170.00 ft.; thence N00°35'44"W, 32.00 ft.; thence S89°24'16"W, 210.00 ft.; thence N00°35'44"W, 362.00 ft.; thence N89°24'16"E, 255.00 ft. to the northerly extension of the outside face of the west wall of the existing building; then S00°35'44"E, 357.00 ft. along said face of the west wall of the southwest corner of the existing building; thence N89°24'16"E, 125.00 ft. along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres

All in the City of Dubuque, Iowa.

- (s) Amended Project Area means that portion of the City of Dubuque, Iowa and Dubuque County included within the Original Project Area, Subarea C, Subarea D, Subarea E, Subarea F, Subarea G, Subarea H, Subarea I, Subarea J, Subarea K, Subarea L, Subarea M, Subarea N, Subarea O, Subarea P, Subarea Q, and Subarea R each as described in this Section.

Section 2: The taxes levied on the taxable property in the Amended Project Area, and each subarea thereof, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3: As to the Original Project Area, that portion of the taxes which would be produced by the rate at which the tax is levied

each year by or for each of the taxing districts taxing property in the Original Project Area upon the total sum of the assessed value of the taxable property in the Original Project Area as shown on the assessment roll as of January 1, 1987, being the first day of the calendar year preceding the effective date of Ordinance No. 26-88, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such Subarea.

As to Subarea B, Subarea B has been removed from the division of revenues by Ordinance 22-21. Subarea B will remain within the District.

As to Subarea C (except the lots and parcels now forming Subarea K and those lots and parcels removed by Amended and Restated Urban Renewal Plan Version 2021.4 now forming Subarea O, and those lots and parcels removed by Ordinance 27-22, now forming Subarea R), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 70-08, and base values shall be reduced due to the removal of area from Subarea C.

As to Subarea D, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 70-08.

As to Subarea E, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2013, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 10-14.

As to Subarea F, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2014, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 39-15.

As to Subarea G, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2014, being the assessment roll

applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 55-15.

As to Subarea H, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea I, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea J, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea K, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 18-18.

As to Subarea L, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 45-18.

As to Subarea M, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 45-18.

As to Subarea N, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2020, being the assessment roll applicable to property in such subarea as of January 1 of preceding the effective date of Ordinance No. 16-21.

As to Subarea O, base period taxes shall be computed in the same manner using the total assessed value shown on

the assessment roll as of January 1, 2020, being the assessment roll applicable to property in such subarea as of January 1 of preceding the effective date of Ordinance 32-21.

As to Subarea P, Subarea P has been removed from the division of revenues by Ordinance 21-22. Subarea P will remain within the District.

As to Subarea Q, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2021, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 21-22.

As to Subarea R, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2021, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of this Ordinance No. 28-22-A.

Section 4: That portion of the taxes each year in excess of the base period taxes for the Amended Project Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Dubuque to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of Dubuque, Iowa to finance or refinance, in whole or in part, urban renewal projects undertaken within the District pursuant to the Urban Renewal Plan, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa and taxes for the instructional support program of a school district imposed pursuant to Section 257.19 (but in each case only to the extent required under Section 403.19(2)), taxes for the payment of bonds and interest of each taxing district, and taxes imposed under Section 346.77 (22) related to joint county-city buildings, shall be collected against all taxable property within the Amended Project Area without any limitation as hereinabove provided.

Section 5: Unless or until the total assessed valuation of the taxable property in the subareas of the Amended Project Area exceeds the total assessed value of the taxable property in said subareas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable

property in the Amended Project Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6: At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Dubuque referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Project Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from taxable property in the Amended Project Area under the provisions of Section 403.19 of the Code of Iowa, as authorized in this Ordinance No. 9-23. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Amended Project Area and the subareas contained therein.

Section 8: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 20th day of March, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Amending Tax Increment Ordinance for the Dubuque Industrial Center Economic Development District, as amended by Version 2023.2 of the Amended and Restated Plan: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Roussell. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 10-23 Correcting and amending Ordinance No. 9-23, previously amended, providing that general property taxes levied and collected each year on all property located within the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Area of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness,

including bonds issued or to be issued, incurred by said city in connection with the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project by adding Subarea S to the division of revenues. Seconded by Roussell. Motion carried 7-0.

**ORDINANCE NO. 10-23
CORRECTING AND AMENDING ORDINANCE NO. 9-23, PREVIOUSLY AMENDED, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED AND RESTATED DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL AREA OF THE CITY OF DUBUQUE, COUNTY OF DUBUQUE, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF DUBUQUE, COUNTY OF DUBUQUE, DUBUQUE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH THE AMENDED AND RESTATED DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL REDEVELOPMENT PROJECT BY ADDING SUBAREA S TO THE DIVISION OF REVENUES**

Whereas, the Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District (the "District") described in Resolution No. 130-88 was adopted on May 2, 1988 and was thereafter amended and restated by Resolution No. 484-90 on December 17, 1990, Resolution No. 142-97 on April 7, 1997, Resolution No. 478-97 on November 17, 1997, Resolution No. 15-08 on January 7, 2008, Resolution No. 101-08 on March 17, 2008, Resolution No. 109-08 on April 7, 2008, Resolution No. 87-11 on March 7, 2011, Resolution No. 171-13 on June 3, 2013, Resolution No. 197-15 on June 1, 2015, Resolution No. 309-15 on September 8, 2015, Resolution No. 132-16 on September 19, 2016, Resolution No. 157-18 and Resolution No. 158-18 on May 21, 2018, Resolution 380-18 on December 17, 2018, Resolution 125-21 and Resolution 126-21 on April 19, 2021, Resolution 323-21 and Resolution 324-21 on September 20, 2021, Resolution 387-21 on November 1, 2021, Resolution 197-22 on May 16, 2022, by Resolution 289-22 on September 6, 2022, by Resolution No. 290-22 on September 6, 2022, by Resolution 73-23 on March 20, 2023, and by Resolution 74-23 on March 20, 2023 (as amended and restated, the "Urban

Renewal Plan" or "Amended and Restated Urban Renewal Plan"); and

Whereas, the City Council of the City of Dubuque, Iowa originally provided for the division of taxes pursuant to Section 403.19 of the Code of Iowa within the District in Ordinance No. 26-88 passed and approved on May 2, 1988 and thereafter amended and restated by Ordinance No. 63-88 on December 5, 1988, by Ordinance No. 66-97 on November 17, 1997, by Ordinance No. 70-08 on October 20, 2008, by Ordinance No. 10-14 on February 3, 2014, by Ordinance No. 39-15 on June 1, 2015, by Ordinance No. 55-15 on September 8, 2015, by Ordinance No. 49-16 on September 19, 2016, Ordinance 18-18 on May 21, 2018, by Ordinance 45-18 on December 17, 2018, by Ordinance 15-21 and Ordinance 16-21 on April 19, 2021, by Ordinance 22-21 on June 7, 2021, by Ordinance 31-21 and Ordinance 32-21 on September 20, 2021, by Ordinance 37-21 on November 1, 2022, by Ordinance 21-22 on May 16, 2022, by Ordinance 28-22 on September 6, 2022, by Ordinance 28-22A on November 7, 2022, and by Ordinance 9-23 on March 20, 2023; and

Whereas, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the District, and the continuing needs of redevelopment within the District are such as to require the continued application of the incremental tax resources of the District; and

Whereas, the following enactment is necessary to accomplish the objectives described in the premises.

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

Ordinance Number 9-23 is hereby amended to read as follows:

Section 1: For purposes of this Ordinance, the following terms shall have the following meanings:

(a) Original Project Area means that portion of the City of Dubuque, Iowa described in the Urban Renewal Plan for the District approved by Resolution No. 130-88 on May 2, 1988, and subsequently amended by Resolution No. 484-90 on December 17, 1990, which Original Project Area includes the lots and parcels located within the area now legally described as follows:

All of Dubuque Industrial Center Eighth Addition; and

All of Lot 1 Dubuque Industrial Center 13th Addition; and

Lot 2 Dubuque Industrial Center 13th Addition; and

Lot 1-2-2 Dubuque Industrial Center Fifth Addition; and

Lot 1 Dubuque Industrial Center Fifth Addition; and

Lot 1 Dubuque Industrial Center 11th Addition; and

Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and

Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and

Lot 1-3 Dubuque Industrial Center 12th Addition; and

Lot 1 of lot 3 of final plat of lot 1 of Dubuque Industrial Center First Addition; and

Lot 1 Dubuque Industrial Center 10th Addition; and

Lot 2-3 Dubuque Industrial Center 12th Addition; and

Lots 1 & 2 of final plat of lot 1 of Dubuque Industrial Center First Addition; and

Lot 1 Dubuque Industrial Center 12th Addition; and

Lot 2 Dubuque Industrial Center Ninth Addition; and

Lot 2 Dubuque Industrial Center 12th Addition; and

Lot 2-2 Dubuque Industrial Center Sixth Addition; and

Lot 3 Dubuque Industrial Center Ninth Addition; and

Lot 1 Dubuque Industrial Center Sixth Addition; and

Lot 2 of 2 Dubuque Industrial Center 7th Addition; and

Lot 2-1 Walter Addition; and

Lot 2-1 Walter Addition; and

And all adjoining public right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

The Original Project Area is referred to as "Subarea A" in the Urban Renewal Plan hereinafter described.

(b) Subarea B has been removed from the division of revenues by Ordinance 22-21 on June 7, 2021.

(c) Subarea C means that portion of the City of Dubuque, Iowa described as Subarea C in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 289-22 on September 6, 2022, which Subarea C includes the lots and parcels located within the area legally described as follows:

Lots 1 and 2 of Dubuque Industrial Center North Second Addition;

Lots 2, 3, C and A of Dubuque Industrial Center North First Addition, excepting that Part of said Lot A originally platted as Lot 2 of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 30, T89N, R2E of the 5th PM; and

any adjoining public street right-of-way, all in the City of Dubuque, Dubuque County, Iowa,

EXCEPT those lots and parcels included in Subarea K, those lots and parcels included in Subarea O, and those lots and parcels included in Subarea R.

(d) Subarea D means that portion of the City of Dubuque, Iowa described as Subarea D in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 109-08 on April 7, 2008, which Subarea D includes the lots and parcels located within the area legally described as follows:

Lots 1, 2, and B and all of the right of way of Chavenelle Court in Dubuque Industrial Center West 8th Addition in the City of Dubuque, Dubuque County, Iowa.

(e) Subarea E means that portion of the City of Dubuque, Iowa described as Subarea E in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 73-23 on March 20, 2023, which Subarea E includes the lots and parcels located within the area legally described as follows:

All of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa, except Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa; and

All of Seippel Road right of way from the north boundary line of Lot 1 of 1 of South Fork Subdivision No. 1 in the City of Dubuque, to the south boundary lines of Lot H of Dubuque Industrial Center West and Lot 1 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Dubuque County, Iowa, including crossings at the intersections of Old Highway Road and Chicago Central & Pacific Railroad rights-of-way.

(f) Subarea F means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea F in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 197-15 on June 1, 2015, which Subarea F includes the lots and parcels located within the area legally described as follows:

Lot one (1) of Graf Farm Subdivision #2, Dubuque County, Iowa, according to the recorded plat thereof;

Lot 1 of Lot 1 of Lot 1 of Lot 1 of West One-half of Northeast One-quarter, Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa;

Lot 2 in "W.A. Norman Place" in Section 25, Center Township, Dubuque County, Iowa, according to the plat

thereof; and

The NW 1/4 of the SE 1/4 of Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa.

- (g) Subarea G means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea G in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 309-15 on September 8, 2015, which Subarea G includes the lots and parcels located within the area legally described as follows:

The South one-half of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

Lot 1 of Lot 1 of the Northwest Quarter of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

Lot 2 of McFadden Farm Place #2, in the City of Dubuque, Iowa.

Lot 2 of McFadden Farm Place, in the City of Dubuque, Iowa.

Lot A of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

Lot A of Lot 1 of 1 of the Northwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

All in the City of Dubuque, Dubuque County, Iowa.

- (h) Subarea H means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea H in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea H includes the lots and parcels located within the area legally described as follows:

Lot 1 of the Northeast 1/4 of the Northeast 1/4, and Lot 2 of Lot 1 of Lot 1 of Lot 2 of the Northeast 1/4 of the Northeast 1/4, of Section 30, in Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

- (i) Subarea I means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea I in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea I includes the lots and parcels located within the area legally described as follows:

Lot 2 Seippel Road Place #2,

Dubuque County, Iowa.

Lot 2-1-1 of the Southeast Quarter of the Southeast Quarter of Section 25, Township 89 North, Range 2 East of the 5th P.M., Dubuque County, Iowa

- (j) Subarea J means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea J in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea J includes the lots and parcels located within the area legally described as follows:

Lot 2 Julien Care Place, Dubuque County, Iowa.

Lot 3 Julien Care Place, Dubuque County, Iowa

Lot 2-1 Julien Care Place, Dubuque County, Iowa

- (k) Subarea K means that portion of the City of Dubuque, Iowa, removed from Subarea C of the District by Version 2018.1 of the Amended and Restated Plan for the District approved by Resolution No. 157-18, and added to the District by Version 2018.2 of the Amended and Restated Plan for the District approved by Resolution No. 158-18 as Subarea K, all on May 21, 2018, which Subarea K includes the lots and parcels located within the area legally described as follows:

Lot 1 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa.

- (l) Subarea L means that portion of the City of Dubuque, Iowa described as Subarea L in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 380-18 on December 17, 2018, which Subarea L includes the lots and parcels located within the area legally described as follows:

Lot 1 of Loretta Bahl's Homestead, in the City of Dubuque, Iowa, comprised of Lot 1 of the West 30 Acres of the Southwest 1/4 of the Southeast 1/4, Section 19, Township 89 North, Range 2 East of the 5th P.M. all in the City of Dubuque, Dubuque County, Iowa.

- (m) Subarea M means that portion of the City of Dubuque, Iowa described as Subarea M in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 380-18 on December 17, 2018, which Subarea M includes the lots and parcels located within the area legally described as follows:

Lot 2 of the Subdivision of Lot 2 of the Northeast 1/4 of the Northeast 1/4 of Section 30, Township 89 North, Range 2

East of the 5th P.M. all in the City of Dubuque, Dubuque County, Iowa.

(n) Subarea N means that portion of the City of Dubuque, Iowa described as Subarea N in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 126-21 on April 19, 2021, which Subarea N includes the lots and parcels located within the area legally described as follows:

Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa; and

All of the street right of way of Innovation Drive adjacent to Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa.

All in the City of Dubuque, Iowa

(o) Subarea O means that portion of the City of Dubuque, Iowa removed from Subarea C and now described as Subarea O in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 324-21 on September 20, 2021, which Subarea O includes the lots and parcels located within the area legally described as follows:

Lot 2 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa; and

A Part of Lot C in Dubuque Industrial Center North First Addition in the City of Dubuque, Iowa, being more particularly described as follows:

Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa;

Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 ft. to the Point of Beginning;

Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 ft.;

Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 ft.;

Thence North 19 degrees 12 minutes 36 seconds East, 433.37 ft., to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa;

Thence North 90 degrees 00 minutes 00 seconds West, 231.12 ft.;

Thence North 60 degrees 11 minutes 47 seconds West, 280.07 ft.;

Thence North 51 degrees 38 minutes 25 seconds West, 318.12 ft.;

Thence South 57 degrees 28 minutes 14 seconds West, 86.87 ft.;

Thence South 18 degrees 59 minutes 51 seconds East, 140.84 ft.;

Thence South 51 degrees 57 minutes 52 seconds East, 101.08 ft.;

Thence South 01 degree 57 minutes 06 seconds East, 108.09 ft.;

Thence South 33 degrees 59 minutes 54 seconds East, 90.10 ft.;

Thence South 44 degrees 57 minutes 34 seconds East, 130.53 ft.;

Thence South 12 degrees 19 minutes 12 seconds West, 171.97 ft.;

Thence South 87 degrees 35 minutes 13 seconds West, 260.33 ft.;

Thence South 02 degrees 35 minutes 19 seconds East, 40.00 ft., to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.

All in the City of Dubuque, Iowa

(p) Subarea P means that portion of Dubuque County and the City of Dubuque, Iowa described as Subarea P in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 387-21 on November 1, 2021, which Subarea P includes the lots and parcels located within the area legally described as follows:

Lot 2 of Wertzberger Acres No. 3, in Table Mound Township, Dubuque County, Iowa, according to the recorded Plat thereof; and

The Southwest 1/4 of the Northeast 1/4, Lot 1 of the Northwest 1/4 of the Northeast 1/4, Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4, and Lot 2 of the Southeast 1/4 of the Northeast 1/4, in Section 14, Township 88 North, Range 2 East of the 5th P.M., in Dubuque County, Iowa, according to United States Government Survey and the recorded Plats thereof, excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the Warranty Deed filed as Instrument Number 2010-00003964 in the Dubuque County Recorder's Office, and excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in

Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the Warranty Deed filed as Instrument Number 2011-00011776 in the Dubuque County Recorder's Office; and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the warranty deed filed as instrument number 2010-00003964 in the Dubuque County Recorder's Office, and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the warranty deed filed as instrument number 2011-00011776 in the Dubuque County Recorder's Office; and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of the Southwest 1/4 of the Northwest 1/4, all in Section 13, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 7.50 acres and as shown and described in the warranty deed filed as instrument number 2010-00007163 in the Dubuque County Recorder's Office; and

A part of that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of 3 of Archdiocese Place No. 2 at Key West in Section 11, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque and of Lot 2 of the Northwest 1/4 of the Northeast 1/4 and of Lot 2 of 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 1 of the Southeast Quarter of the Northeast Quarter, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 51.12 acres and as shown and described in the warranty deed filed as

instrument number 2011-00018392 in the Dubuque County Recorder's Office, more particularly described as follows:

Commencing at the east 1/4 corner of said section 14; thence south 87° (degrees) 30' (minutes) 08" (seconds) west (assumed bearing for the purpose of this description) on the south line of the northeast 1/4 of said section 14, a distance of 316.67 ft. to the southeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4 which is on the present northwesterly right-of-way line of U.S. highway 61, being the point of beginning of the area herein described; thence continuing south 87°30'08" west on said south line, also being the south line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 744.37 ft. to the west line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 01°46'59" west on said west line, 365.46 ft.; thence north 02°36'29" west on said west line, 258.32 ft. to the northwesterly line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 15°33'01" east on said northwesterly line, 189.90 ft.; thence north 20°16'31" east on said northwesterly line, 100.25 ft.; thence north 31°16'30" east on said northwesterly line, 371.74 ft.; thence north 51°35'55" east on said northwesterly line, 46.89 ft.; thence north 26°34'03" east on said northwesterly line, 112.65 ft. to the northwest corner of said lot 1 of the southeast 1/4 of the northeast 1/4, also being the southwest corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4; thence north 35°25'51" east on the westerly and southwesterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, a distance of 200.90 ft.; thence north 01°11'53" west on said westerly and southwesterly line, 284.09 ft.; thence north 51°36'20" west on said westerly and southwesterly line, 173.35 ft.; thence south 73°41'30" east a distance of 115.82 ft.; thence south 48°36'34" east on the northeasterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, 759.07 ft. to the southeast corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, also being the northeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4; thence south 02°41'19" east on the easterly line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 954.91 ft. to the present northwesterly right-of-way line of U.S. highway 61; thence south 38°00'39" west on said northwesterly right-of-way line, 485.62

ft. to the point of beginning, containing 31.49 acres, more or less; and

An 80-foot-wide strip of land in the Southeast Half of Section 31, Township 89 North, Range 2 East, The Southwest Quarter of Section 32, Township 89 North, Range 2 East, the North Half of Section 5, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 4, Township 88 North, Range 2 East, the South Half of Section 3, Township 88 North, Range 2 East, the Southwest Quarter of Section 2, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 11, Township 88 North, Range 2 East, and the Northeast Quarter of Section 14, Township 88 North, Range 2 East, of the Fifth P.M., centered on the following described line:

Commencing at the Southeast Corner of Lot B, Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa (Record Doc. #2014-1397), at the Northerly Right-of-Way of Seippel Road; thence South 35°44'18" East (Record North 35°52'10" West) along the East Line of said First Addition, 11.13 ft.; thence South 10°51'45" East, 40.00 ft. to the centerline of Seippel Road, the Point of Beginning; thence North 79°08'15" East along said centerline, 1004.09 ft.; thence Easterly along the centerline of U. S. Highway 52 and the extension thereof an arc length of 880.50 ft. along a 1,200.00 foot radius curve being concave southerly, having a long chord of South 79°50'32" East, 860.88 ft.; thence South 58°49'18" East along said centerline of U. S. Highway 52, 2,489.33 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 3,363.36 ft. along a 12,000.00 foot radius curve being concave Northeasterly, having a long chord of South 66°51'04" East, 3,352.36 ft.; thence South 74°52'50" East along said centerline of U. S. Highway 52, 1318.07 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,569.39 ft. along a 12,000.00 foot radius curve being concave Southwesterly, having a long chord of South 71°08'02" East, 1,568.27 ft.; thence South 67°23'15" East along said centerline of U. S. Highway 52, 1093.39 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,414.18 ft. along a 23,000.00 foot radius curve being concave Southwesterly, having a long chord of South

65°37'33" East, 1,413.95 ft.; thence South 63°51'52" East along said centerline of U. S. Highway 52, 947.44 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,134.73 ft. along a 8,000.00 foot radius curve being concave Northeasterly, having a long chord of South 67°55'41" East, 1,133.78 ft.; thence South 71°59'29" East along said centerline of U. S. Highway 52, 3,507.89 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 7,787.63 ft. along a 7,500.00 foot radius curve being concave Southwesterly, having a long chord of South 42°14'42" East, 7,442.46 ft.; thence South 12°29'54" East along said centerline of U. S. Highway 52, 750.54 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 449.54 ft. along a 4,000.00 foot radius curve being concave Northeasterly, having a long chord of South 15°43'05" East, 449.31 ft., to the End Point, the sidelines of said 80-foot-wide strip of land are to be shortened or lengthened to the intersection of the easterly line of Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa as recorded in Doc. #2014-1397 and the intersection of the northerly line of Lot 1 and Lot 1 of 1 as recorded in Doc. #2010-3964.

(q) Subarea Q means that portion of the City of Dubuque, Iowa described as Subarea Q in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 197-22 on May 16, 2022, which Subarea Q includes the lots and parcels located within the area legally described as follows:

Lot 1-5 of Dubuque Industrial Center West 5th Addition in the City of Dubuque, Iowa

All in the City of Dubuque, Iowa

(r) Subarea R means that portion of the City of Dubuque, Iowa described as Subarea R in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 290-22A on November 7, 2022, which Subarea R includes the lots and parcels located within the area legally described as follows:

Part of Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County,

Iowa, described as follows: Commencing at the southeast corner of said Lot 3; thence N00°36'04"W, 364.16 ft. along the east line of said Lot 3; thence S89°24'16"W, 502.28 ft. along the outside face of the south wall of the existing building to the point of beginning; thence S00°35'44"E, 37.00 ft.; thence S89°24'16"W, 170.00 ft.; thence N00°35'44"W, 32.00 ft.; thence S89°24'16"W, 210.00 ft.; thence N00°35'44"W, 362.00 ft.; thence N89°24'16"E, 255.00 ft. to the northerly extension of the outside face of the west wall of the existing building; then S00°35'44"E, 357.00 ft. along said face of the west wall of the southwest corner of the existing building; thence N89°24'16"E, 125.00 ft. along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres

All in the City of Dubuque, Iowa.

- (s) Subarea S means that portion of the City of Dubuque, Iowa described as Subarea S in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 74-23 on March 20, 2023, which Subarea S includes the lots and parcels located within the area legally described as follows:

Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa

All in the City of Dubuque, Iowa.

- (t) Amended Project Area means that portion of the City of Dubuque, Iowa and Dubuque County included within the Original Project Area, Subarea C, Subarea D, Subarea E, Subarea F, Subarea G, Subarea H, Subarea I, Subarea J, Subarea K, Subarea L, Subarea M, Subarea N, Subarea O, Subarea P, Subarea Q, Subarea R, and Subarea S each as described in this Section.

Section 2: The taxes levied on the taxable property in the Amended Project Area, and each subarea thereof, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3: As to the Original Project Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Original Project Area upon the total sum of the assessed value of the taxable property in the Original Project Area as shown on the assessment roll as of January 1,

1987, being the first day of the calendar year preceding the effective date of Ordinance No. 26-88, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such Subarea.

As to Subarea B, Subarea B has been removed from the division of revenues by Ordinance 22-21. Subarea B will remain within the District.

As to Subarea C (except the lots and parcels now forming Subarea K and those lots and parcels removed by Amended and Restated Urban Renewal Plan Version 2021.4 now forming Subarea O, and those lots and parcels removed by Ordinance 27-22, now forming Subarea R), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 70-08, and base values shall be reduced due to the removal of area from Subarea C.

As to Subarea D, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 70-08.

As to Subarea E, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2013, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 10-14.

As to Subarea F, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2014, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 39-15.

As to Subarea G, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2014, being the assessment roll applicable to property in such subarea as of

January 1 of the calendar year preceding the effective date of Ordinance No. 55-15.

As to Subarea H, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea I, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea J, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea K, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 18-18.

As to Subarea L, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 45-18.

As to Subarea M, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 45-18.

As to Subarea N, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2020, being the assessment roll applicable to property in such subarea as of

January 1 of preceding the effective date of Ordinance No. 16-21.

As to Subarea O, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2020, being the assessment roll applicable to property in such subarea as of January 1 of preceding the effective date of Ordinance 32-21.

As to Subarea P, Subarea P has been removed from the division of revenues by Ordinance 21-22. Subarea P will remain within the District.

As to Subarea Q, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2021, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 21-22.

As to Subarea R, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2021, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of this Ordinance No. 28-22-A.

As to Subarea S, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2022, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of this Ordinance No. 10-23.

Section 4: That portion of the taxes each year in excess of the base period taxes for the Amended Project Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Dubuque to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of Dubuque, Iowa to finance or refinance, in whole or in part, urban renewal projects undertaken within the District pursuant to the Urban Renewal Plan, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa and taxes for the instructional support program of a school district imposed pursuant to Section 257.19 (but in each case

only to the extent required under Section 403.19(2)), taxes for the payment of bonds and interest of each taxing district, and taxes imposed under Section 346.77 (22) related to joint county-city buildings, shall be collected against all taxable property within the Amended Project Area without any limitation as hereinabove provided.

Section 5: Unless or until the total assessed valuation of the taxable property in the subareas of the Amended Project Area exceeds the total assessed value of the taxable property in said subareas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Project Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6: At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Dubuque referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Project Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7: All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from taxable property in the Amended Project Area under the provisions of Section 403.19 of the Code of Iowa, as authorized in this Ordinance No. 10-23. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Amended Project Area and the subareas contained therein.

Section 8: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 20th day of March, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Discounted City Utilities Program and Affordable Connectivity Program Promotional Brochure: Motion by Sprank to receive and file the brochure on two programs designed to assist income qualified residents with monthly utility payments and internet access and view the video. Seconded by Wethal. Media Services showed a video promoting the Discounted City Utilities Program. The video was produced by the Public Information Office and can be viewed at:

<https://youtu.be/7x9MaBVzEBg>. Motion carried 7-0.

7. Work Session Request - Demonstration of Police Use of the Public Safety Cameras: City Council Members confirmed with City Manager Van Milligen that the work session should begin at 5:15 p.m. so City Council and city staff have adequate travel time for the regular session. Motion by Jones to receive and file the documents and schedule the work session for Monday, May 1, 2023, at 5:15 p.m. at the Dubuque City Hall, 3rd Floor, to demonstrate how the Police Department uses the Public Safety Camera system as a public safety tool as a preventative tool and as an investigative resource. Seconded by Resnick. No schedule conflicts were expressed. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Members Farber and Roussell respectively reported on their recent volunteer experiences with AmeriCorps.

CLOSED SESSION

Motion by Jones to convene in closed session at 9:47 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with the City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 10:34 p.m. stating that staff had been given proper direction.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:34 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in special session at 6:30 p.m. on March 21, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting public hearings on certain Fiscal Year 2024 Department Budgets.

ACTION ITEMS

1. Budget Hearing Amendment Process: Motion by Roussell to receive and file the documents and discuss the budget hearing amendment process. Seconded by Resnick. City Council members agreed that Option No. 2, in which an informal poll is conducted to determine if a majority agrees with holding a budget item for separate discussion, is the recommended option for the budget hearing process. Responding to a question from the City Council, City Manager Van Milligen stated that debt reduction information will be provided at the March 23, 2023, final hearing to adopt the Fiscal Year 2024 budget. Motion carried 7-0.

PUBLIC HEARINGS

FISCAL YEAR 2024 DEPARTMENT BUDGETS

Fiscal Year 2024 City department budgets were presented by staff from the following departments:

1. Information Services Fiscal Year 2024 Budget Presentation: Chris Kohlmann, Information Services Manager.
2. Water Department Fiscal Year 2024 Budget Presentation: Christopher Lester, Water Department Manager.
3. Water & Resource Recovery Center Fiscal Year 2024 Budget Presentation: William O'Brien, Water and Resource Recovery Center Manager.
4. Public Works Fiscal Year 2024 Budget Presentation: John Klostermann, Public Works Director; and Arielle Swift, Assistant Public Works Director.

Staff responded to questions from the City Council following their respective presentations.

At the conclusion of Public Hearing No. 4, Council Member Wethal requested discussion of Fire Department Improvement Package No. 2 for the addition of one full-time Firefighter position, which was not recommended by City Manager Van Milligen. Council Member Wethal expressed support for funding this improvement package and stated that funding could come from three sources: the first funding source is \$65,329 from the Parks Department Improvement Package No. 3 for one full-time confidential account clerk; the second funding source is \$15,000 from the Planning Services Department's utility adjustments; and the third funding source is \$25,000 from the Health Services Department's Improvement Package No. 4 for a vehicle for the Health Services Environmental Sanitarian/Emergency Preparedness Planner. After City Council discussion, Mayor Cavanagh conducted a straw poll to determine if the request had majority support for additional discussion. The poll carried 6-1, with Resnick opposed. The City Council agreed to discuss the request during the March 23, 2023, final budget hearing to adopt the Fiscal Year 2024 budget.

Council Member Farber requested discussion of the Public Information Office's Improvement Package No. 1 for the addition of one full-time GIS Applications Specialist and suggested using excess funding from the maximum property tax dollars set by the City Council as a potential funding source. City Council members discussed the recommendation and reached a consensus that they did not want to increase the maximum property tax dollars from the amount recommended by City Manager Van Milligen. Based on consensus to not conduct additional discussion, Council Member Farber withdrew her request.

Council Member Resnick requested discussion of the Parks Department's Improvement Package No. 1 on funding additional pollinator areas throughout the park system. Council Member Resnick suggested the funding amount be reduced from \$50,000 to \$25,000. Chief Financial Officer Jennifer Larson stated that the Parks Policy Budget Book listed the incorrect amount for the improvement package, and that \$10,000 is the correct recommended funding amount. After confirming the recommended funding amount, Council Member Resnick determined that no additional discussion was needed.

City Manager Van Milligen stated that he developed a recommendation for the \$23,000 in additional Planning Services Department funds that he will submit to the City Council on March 22, 2023,

in advance of the March 23, 2023 final hearing to adopt the Fiscal Year 2024 budget.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:02 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:30 p.m. on March 22, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting public hearings on certain Fiscal Year 2024 Department Budgets.

PUBLIC HEARINGS

FISCAL YEAR 2024 DEPARTMENT BUDGETS

Fiscal Year 2024 City department budgets were presented by staff from the following departments:

1. Five Flags Civic Center Fiscal Year 2024 Budget Presentation: Marie Ware, Leisure Services Manager.
2. Grand River Center (Conference Center) Fiscal Year 2024 Budget Presentation: Marie Ware, Leisure Services Manager.
3. Dubuque Ice Arena Fiscal Year 2024 Budget Presentation: Marie Ware, Leisure Services Manager.
4. Transportation Services Fiscal Year 2024 Budget Presentation: Ryan Knuckey, Transportation Services Director.
5. Engineering Department Fiscal Year 2024 Budget Presentation: Gus Psihoyos, City Engineer; Max O'Brien, Civil Engineer; Deron Muehring, Civil Engineer; Jon Dienst, Civil Engineer; Nate Steffen, Civil Engineer; Dave Ness, Traffic Engineer; Justine Hull, Traffic Engineer; Justin Hogan, Facilities Manager; and Steve Sampson Brown, Project Manager. City Clerk Breitfelder announced receipt of written input in the form of a letter signed by multiple homeowners facing South Grandview and Bradley Street.

Staff responded to questions from the City Council following their respective presentations.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:25 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in special session at 5:45 p.m. on March 23, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a closed session pursuant to Iowa Code Chapter 21.5 and adopting the Fiscal Year 2024 Budget.

CLOSED SESSION

Motion by Jones to convene in closed session at 5:46 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorneys who will consult with City Council on the issues to be discussed in the closed session are City Attorney Brumwell and outside counsel David Grossklaus. Motion carried 7-0.

The City Council reconvened in open session at 6:29 p.m. stating that staff had been given proper direction. The City Council recessed until 6:30 p.m.

PUBLIC HEARINGS

1. Amended Fiscal Year 2024 Budget Recommendation: Motion by Roussell to receive and file the documents and adopt Resolution No. 76-23 Adopting the City of Dubuque Fiscal Year 2024 Annual Budget; and Resolution No. 77-23 Adopting the City of Dubuque Five Year Capital Improvement Program. Seconded by Sprank. City Manager Van Milligen made a presentation. Ryan Sempf, 300 Main St., Suite 200, provided input in support of increased funding for the targeted small business grant program. City Clerk Breitfelder stated that written input was received from: Dubuque Area Chamber of Commerce; Jesse Green, 5545 Chicago Ave.; Gail Chavenelle and Bill Dicken, 1155 Kelly Ln.; Clark Schloz, 2925 Burlington St.; Fred Miller; and the Resilient Community Advisory Commission. Responding to a question from the City Council, Chief Financial Officer Jennifer Larson stated that the city's recommended total full-time equivalents for Fiscal

Year 2024 is 769.02, which includes full-time, part-time, and temporary positions. Responding to a question from the City Council, City Manager Van Milligen summarized the city's growth over the past 40 years. City Manager Van Milligen stated that there is an additional \$23,000 in Fiscal Year 2024 funds due to the Planning Services Department's recommendation to increase fees. \$10,000 of the funding is intended to be spent on historic surveys through the Historic Preservation Technical Assistance Program. Assistant City Manager Cori Burbach stated that the remaining \$13,000 would be provided to the East Central Intergovernmental Association (ECIA)'s Community Solutions of Eastern Iowa, which provides homelessness and housing instability programming and aligns with the city's secondary responder model.

**RESOLUTION NO. 76-23
ADOPTING THE CITY OF DUBUQUE FISCAL YEAR 2024 ANNUAL BUDGET**

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

Section 1. That the annual budget for the fiscal year ending June 30, 2024, as set forth in the Adoption of Budget and Certification of Taxes and supporting state budget forms showing the revenue estimates and appropriation expenditures and allocations to programs and activities for said fiscal year, is adopted as amended.

Section 2. The Chief Financial Officer is directed to make the filings required by law.

Passed, approved, and adopted this 23rd day of March 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 77-23
ADOPTING THE CITY OF DUBUQUE FIVE YEAR CAPITAL IMPROVEMENT PROGRAM**

Whereas, a recommended five-year Capital Improvement Program for the period beginning July 1, 2023, and ending June 30, 2028, for the City of Dubuque has been prepared and submitted to the City Council; and

Whereas, the five-year Capital Improvement Program describes specific capital improvement projects, provides estimated costs for those projects, proposes sources of funds for each of them, and schedules the year during which each project will be undertaken; and

Whereas, the capital improvement projects for the first year are included in the Fiscal Year 2024 budget for the City of Dubuque; and

Whereas, the five-year Capital Improvement Program will be reconsidered annually by the City Council and appropriately revised; and

Whereas, the adoption of the five-year Capital Improvement Program is a prudent

measure to provide continuity of programs and is in the best interest of the City of Dubuque.

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

Section 1. That the five-year Capital Improvement Program for the period beginning July 1, 2023, set out in the Fiscal Year 2024-2028 Recommended Capital Improvement Budget, is hereby approved, and adopted as allocation of City resources for capital improvements as scheduled in the years shown, subject to annual review and revision.

Passed, approved, and adopted this 23rd day of March 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

City Council members then discussed Council Member Wethal's request to recommend Fire Department Improvement Package No. 2 for the addition of one full-time Firefighter position. City Council members referenced the pending fire station study to help determine future Fire Department staffing needs and stressed the importance of adequate staffing for the Leisure Services Department, which was the department that Council Member Wethal had suggested eliminating a recommended position to help fund the additional firefighter. City Council Members also discussed their desire to not increase the maximum property tax rate from the rate recommended by City Manager Van Milligen. It was determined that there was not adequate City Council member support of Council Member Wethal's request.

City Council Members then discussed their desire to have additional community discussion on the Police Department's Improvement Package No. 2 of an Automated License Plate Reader system in the future. Motion carried 7-0.

ACTION ITEMS

1. Recommended Fiscal Year 2024 Dollars and Cents Brochure: Motion by Resnick to receive and file the documents. Seconded by Farber. Motion carried 7-0.

2. Establishing Water Rates under City of Dubuque Code of Ordinances for Fiscal Year 2024: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. City Council members stated that the rate increases were necessary for the city to pay its bills. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 11-23 Establishing City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 1 Water Use and Service, Article C Rates, Section 13-1C-1(A) Fixing Water Rates for Residential, Commercial, Industrial, and all other uses; and Ordinance No. 12-23 Establishing the City of Dubuque Code of Ordinances Title 13 Public Utilities Chapter 1 Water Use and Service, Article C Rates Section 13-1C-2 Fixing Water Rates for Fire Sprinkler Service. Seconded by Wethal. Motion carried 7-0.

ORDINANCE NO. 11-23 ESTABLISHING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13 PUBLIC UTILITIES, CHAPTER 1 WATER USE AND SERVICE, ARTICLE C RATES, SECTION 13-1C-1(A) FIXING WATER RATES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL, AND ALL OTHER USES

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

Section 1. Section 13-1C-1(A) of the City of Dubuque Code of Ordinances, is hereby unchanged, and shall read as follows:

Section 13-1C-1A: Residential, Commercial, Industrial and All Other Uses.

A. Rates Established: The rates to be charged for water for residential, commercial, industrial and all other uses and purposes by any person, firm or corporation within the city shall be based on units of one hundred cubic ft. (748 gallons) or per gallon as follows:

Monthly Consumption (in 100s of Cubic Ft.)	Charge per 100 Cubic Ft.
First 30	\$4.50
Next 120	\$3.66
Next 350	\$3.40
Next 500	\$3.00
Over 1,000	\$2.67

Monthly Consumption - (in Gals.)	Charge per Gal.
First 22,440	\$0.01
Next 89,760	\$0.00
Next 261,800	\$0.00
Next 374,000	\$0.00
Over 748,000	\$0.00

Rates shall be subject to the following minimum monthly charge according to the size of the meter:

Meter Size in Inches	Monthly Consumption (In 100s of Cubic Ft.)	Monthly Consumption (In Gal.)	Min. Charge
5/8	2	1,496	\$8.93
3/4	5	3,740	\$22.33
1	8	5,984	\$35.72
1 1/2	26	19,448	\$116.10
2	46	34,408	\$192.61
3	106	79,288	\$412.52
4	168	125,664	\$635.32
6	368	275,264	\$1,318.99
8	625	467,500	\$2,147.02

A property owner shall pay a \$50.00 disconnect fee for water service that is disconnected by the city for a meter not in service. When a tenant account is subject to disconnection due to delinquency, the tenant shall pay the \$50.00 disconnect fee.

A \$50.00 service call fee shall be charged to property owners or tenant account for those service calls that are determined to be related to customer negligence.

A \$8.93 minimum monthly charge shall be assessed for meters not in service.

Section 2. This Ordinance shall take effect July 1, 2023.

Passed, approved, and adopted this 23rd day of March, 2023.

Brad Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

**ORDINANCE NO. 12-23
ESTABLISHING THE CITY OF DUBUQUE
CODE OF ORDINANCES TITLE 13 PUBLIC
UTILITIES CHAPTER 1 WATER USE AND
SERVICE, ARTICLE C RATES SECTION 13-
1C-2 FIXING WATER RATES FOR FIRE
SPRINKLER SERVICE**

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

Section 1. Section 13-1C-2 of the City of Dubuque Code of Ordinances is hereby unchanged, and shall read as follows:

Section 13-1C-2: Fire Sprinkler Service.

Customers who have fire sprinkler service shall be billed for this service on a monthly basis. The monthly charge shall be as follows:

Current Number of Heads	Monthly Charges
Up to 200 (minimum)	\$27.41
200-299	\$32.91
300-399	\$38.32
400-599	\$43.86
600-799	\$49.29
800 -999	\$54.81
1,000 - 1,199	\$60.31
1,200 - 1,399	\$65.73
1,400 - 1,599	\$71.22
1,600 - 1,799	\$76.71
1,800 - 1,999	\$82.14
2,000 - 2,199	\$87.64
2,200 - 2,399	\$93.13
2,400 - 2,599	\$98.61
2,600 - 2,799	\$104.09
2,800 - 2,900	\$109.71
3,000 - 3,499	\$115.03
Over 3,500*	\$5.46

*(for each additional 500 heads or fraction thereof)

Section 2. This Ordinance shall take effect July 1, 2023.

Passed, approved, and adopted this 23rd day of March, 2023.

Brad Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

3. Establishing Sewer Rates under City of Dubuque Code of Ordinances for Fiscal Year 2024: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 13-23 City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 2 Sewers and Sewage Disposal, Article C Rates, Section 13-2C-3 Rates Established for Fiscal Year 2024. Seconded by Sprank. Motion carried 7-0.

ORDINANCE NO. 13-23

CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13 PUBLIC UTILITIES, CHAPTER 2 SEWERS AND SEWAGE DISPOSAL, ARTICLE C RATES, SECTION 13-2C-3 RATES ESTABLISHED FOR FISCAL YEAR 2024

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

Section 1. Section 13-2C-3 of the City of Dubuque Code of Ordinances reads as follows:

13-2C-3: RATES ESTABLISHED:

Contributors whose property lies within the corporate limits of the city, except as otherwise provided in this article, shall pay to the city at the same time payment for water services is made, a sewer service charge computed on water consumption on the following rates:

....

B. Schedule Of Rates:

Rate per each 100 cubic ft.	\$6.27
Rate per each gallon	0.00838

C. Service Charge:

....

7. Where the quantity of water consumed is such that the minimum of service is charged, the minimum sewer service charge, according to the size of the meter, shall be as follows:

Meter Size (Inches)	Min. Charge	Allowance (Cubic Ft.)	Allowance (Gal.)
5/8	\$12.54	200	1,496
3/4	\$31.34	500	3,740
1 or larger	\$50.15	800	5,984

Section 2. This Ordinance shall take effect on the 1st day of July, 2023.

Passed, approved, and adopted this 23rd day of March 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

4. Establishing Stormwater Management Utility Fee Rates under City of Dubuque Code of Ordinances for Fiscal Year 2024: Motion by

Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 14-23 Amending City of Dubuque Code of Ordinances Section 13-4-5 (D) SFU Rate, Charges; Utility Revenues. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 14-23
AMENDING CITY OF DUBUQUE CODE OF
ORDINANCES SECTION 13-4-5 (D) SFU
RATE, CHARGES; UTILITY REVENUES**

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

Section 1. That City of Dubuque Code of Ordinances Section 13-4-5 is amended to read as follows:

(D) The SFU rate to be applied to residential and nonresidential properties shall be \$10.00 per SFU.

Section 2. This Ordinance shall take effect on the 1st day of July, 2023.

Passed, approved, and adopted this 23rd day of March 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breifelder, City Clerk

5. Establishing Solid Waste Container Requirements, Collection, Rates and Charges under

City of Dubuque Code of Ordinances for Fiscal Year 2024: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 15-23 Amending City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 6 Solid Waste, Section 13-6-3 Container Requirements; Collection Restrictions; and Title 13 Public Utilities, Chapter 6 Solid Waste, Article A City or Private Collection Service, Section 13-6A-6 Rates and Charges Established; Exceptions and Section 13-6A-8 Yard Waste and Food Scraps. Seconded by Farber. Motion carried 7-0.

**ORDINANCE NO. 15-23
AMENDING CITY OF DUBUQUE CODE OF
ORDINANCES TITLE 13 PUBLIC UTILITIES,
CHAPTER 6 SOLID WASTE, SECTION 13-6-3
CONTAINER REQUIREMENTS; COLLECTION
RESTRICTIONS; AND TITLE 13 PUBLIC
UTILITIES, CHAPTER 6 SOLID WASTE,**

ARTICLE A CITY OR PRIVATE COLLECTION SERVICE, SECTION 13-6A-6 RATES AND CHARGES ESTABLISHED; EXCEPTIONS AND SECTION 13-6A-8 YARD WASTE AND FOOD SCRAPS

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

Section 1. Section 13-6-3 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

13-6-3: CONTAINER REQUIREMENTS; COLLECTION RESTRICTIONS:

A. Container Ownership, Refuse and Recycling Containers Provided:

1. Refuse. Any refuse container provided by the City shall be owned by the City.
2. One City owned curbside recycling container shall be provided by the City to each dwelling unit in Class I premises for the collection of recyclable materials. If additional recycling capacity is needed, a second container will be issued, or a City owned recycling tipper cart will be provided.

B. Disposal In Containers; Preparation Of Waste For Disposal: Solid waste shall be placed in bags secured with tags or otherwise sealed and placed in suitable containers or City owned tipper cart(s). Tree limbs and carpet shall be securely tied in bundles not more than forty-eight inches (48") long and eighteen inches (18") in diameter.

C. Container Standards: A standard solid waste container shall be not more than thirty-five (35) gallons nor be less than five (5) gallons in capacity except when only one container is used, in which case such container may be less than five (5) gallons in capacity. All such containers shall be waterproof and fitted with a tight lid and shall have handles, bails, or other suitable lifting devices. Containers shall be of a type originally manufactured for refuse or garbage, with tapered sides for easy emptying, and shall be of lightweight and sturdy construction. The weight of any individual standard container and its contents shall not exceed forty (40) pounds when utilizing non-City owned containers. Galvanized steel and similar metal containers, rubber containers, and plastic containers which do not become brittle in cold weather, may be used. Oil or grease drums, paint cans, and similar salvaged containers shall not be used. Disposable bags manufactured for garbage and solid waste disposal shall be acceptable unless they are left unattended for such a period of time or in such a location as to become a health hazard. Once a City owned trash tipper cart is

issued, the tipper cart becomes the only acceptable trash container unless the owner's container is approved by the City Manager.

D. Healthcare Waste:

1. Except for Class II premises, healthcare waste shall be placed in suitable containers separately from all other solid waste. Sharp objects such as hypodermic needles, syringes and lancets shall be securely contained in hard plastic or metal disposable containers with screw on or tightly secured lids for collection. Broken glass and similar materials shall be placed in disposable boxes with a secure closure. Other healthcare waste such as soiled bandages, disposable sheets and medical gloves shall be placed in thick disposable plastic bags or shall be double bagged.
2. Class II premises shall comply with all occupational safety health administration (OSHA) regulations concerning the disposal of potentially infectious wastes.

E. Unacceptable Items For Collection: A basket, box or noncomplying solid waste container shall be considered disposable solid waste and shall be removed by the collection crews if it is the proper size and otherwise acceptable for collection. It shall be left uncollected if it is larger than the allowable size or otherwise unacceptable for collection.

F. Large And Bulky Rubbish: Large and bulky rubbish such as furniture and appliances shall not be collected except when a special collection is established by the city manager for the collection of such items.

Section 2. Section 13-6A-6 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

13-6A-6: RATES AND CHARGES ESTABLISHED; EXCEPTIONS:

A. Class I Premises:

1. **Base Fee And Conditions:** A fee of fifteen dollars and eighty-three cents (\$15.83) per dwelling unit per month shall be paid to the City by the property owner of each Class I premises for such solid waste collection services. Said fee shall be in payment for collection and disposal of one (1) thirty-five (35) gallon can, one (1) thirty-five (35) gallon trash bag, or one (1) 35-gallon City owned tipper cart of "solid waste" as defined in this chapter. There is no limit on the recycling capacity allowed to be collected containing acceptable "recyclable materials" as defined in this chapter.
2. **Solid Waste Cart Subscriptions:**

a. Mandatory Subscription Alleys:

(1) **Carts Required:** Alley carts, owned by the City for semiautomated lifting, are required to be subscribed to in certain alleys, by owners, tenants, and/or property managers of Class I premises where the approved set out location is in a mandated alley. Subscribers must comply with program requirements as approved by the City Manager. The customer shall choose the number and size of the cart. The options include a thirty-five (35), forty-eight (48), sixty-four (64), or ninety-six (96) gallon solid waste cart.

(2) **Mandatory Alley Fees:** The fee for a thirty-five (35) gallon solid waste cart is fifteen dollars and eighty-three cents (\$15.83) per month. The fee for a forty-eight (48) gallon solid waste cart is fifteen dollars and eighty-three cents (\$15.83) per month. The fee for a sixty-four (64) gallon solid waste cart is seventeen dollars and thirteen cents (\$17.13) per month. The fee for a ninety-six (96) gallon solid waste cart is twenty-four dollars and seventy cents (\$24.70) per month.

b. Optional Cart Subscriptions:

(1) **Optional Carts:** In the areas where solid waste carts, owned by the City for semi-automated lifting, are not mandated carts may be subscribed to by owners and/or property managers of Class I premises. Subscribers must comply with program requirements as approved by the City Manager. The customer shall choose the number and size of the cart. The options include thirty-five (35), forty-eight (48), sixty-four (64), or ninety-six (96) gallon solid waste carts.

(2) **Optional Cart Fees:** The fee for a thirty-five (35) gallon solid waste cart is fifteen dollars and eighty-three cents (\$15.83) per month. The fee for a forty-eight (48) gallon solid waste cart is seventeen dollars and seventy-two cents (\$17.72) per month. The fee for a sixty-four (64) gallon solid waste cart is twenty-one dollars and twenty-five cents (\$21.25) per month. The fee for a ninety-six (96) gallon solid waste cart is twenty-nine dollars and eighty-four cents (\$29.84) per month.

c. Multifamily Dwellings: Multifamily dwellings required to subscribe to alley carts and multifamily dwellings

opting to subscribe to solid waste cart(s) must provide a minimum of thirty (30) gallons of capacity for each dwelling unit. The City may, in its sole discretion, require additional capacity per unit if thirty (30) gallons for each dwelling unit is insufficient. The City shall notify the applicable account holder in writing of the additional capacity requirement.

3. Class I Premises Exceptions:

- a. When a Class I premises has been vacant for a period not less than two (2) consecutive months, the owner may apply to the City Manager for a credit under procedures to be established by the City Manager. Such credit shall continue only so long as the Class I premises is vacant.
- b. In cases of extreme financial hardship, the City Manager may, and is hereby authorized and empowered to, make adjustments in the monthly collection charges as the City Manager may deem appropriate. In such cases, the City Manager shall have the authority to require such proof of financial status or extreme hardship, as the City Manager may deem necessary.
- c. When resident(s) of a Class I premises has an annual income equal to or less than the income standards used by HUD for its "Section 8 Housing Program" for the size of that household may, upon application to the City Manager or designee, be exempted from one-half (1/2) the established collection charge. After the initial application, annual application shall be made by the account holder of the City of Dubuque utility bill for the premises to verify annual income and eligibility.

B. Class II Premises:

1. Base Fees And Conditions: A fee of fifteen dollars and eighty-three cents (\$15.83) per month shall be paid to the City by the property owner of each Class II premises for such solid waste collection services. Said fee shall be in payment for collection and disposal of one (1) thirty-five (35) gallon can, one (1) thirty-five (35) gallon trash bag, or one (1) thirty five (35) gallon City owned tipper cart of "solid waste" as defined. There is no limit on the recycling capacity allowed to be collected containing acceptable "recyclable materials" as defined.
2. Solid Waste Cart Subscriptions:
 - a. Mandatory Subscription Alleys:
 - (1) Carts Required: Alley carts, owned

by the City for semiautomated lifting, are required to be subscribed to in certain alleys, by owners, tenants, and/or property managers of Class II premises where the approved set out location is in a mandated alley. Subscribers must comply with program requirements as approved by the City Manager. The customer shall choose the number and size of the cart. The options include a thirty-five (35), forty-eight (48), sixty-four (64), or ninety-six (96) gallon solid waste cart.

- (2) Mandatory Alley Fees: The fee for a thirty-five (35) gallon solid waste cart is fifteen dollars and eighty-three cents (\$15.83) per month. The fee for a forty-eight (48) gallon solid waste cart is fifteen dollars and eighty-three cents (\$15.83) per month. The fee for a sixty-four (64) gallon solid waste cart is seventeen dollars and thirteen cents (\$17.13) per month. The fee for a ninety-six (96) gallon solid waste cart is twenty-four dollars and seventy cents (\$24.70) per month.

b. Optional Cart Subscriptions:

- (1) Optional Carts: In the areas where solid waste carts, owned by the City for semi-automated lifting, are not mandated carts may be subscribed to by owners and/or property managers of Class II premises. Subscribers must comply with program requirements as approved by the City Manager. The customer shall choose the number and size of the cart. The options include thirty-five (35), forty-eight (48), sixty-four (64), or ninety-six (96) gallon solid waste carts.

- (2) Optional Cart Fees: The fee for a thirty-five (35) gallon solid waste cart is fifteen dollars and eighty-three cents (\$15.83) per month. The fee for a forty-eight (48) gallon solid waste cart is seventeen dollars and seventy-two cents (\$17.72) per month. The fee for a sixty-four (64) gallon solid waste cart is twenty-one dollars and twenty-five cents (\$21.25) per month. The fee for a ninety-six (96) gallon solid waste cart is twenty-nine dollars and eighty-four cents (\$29.84) per month.

- c. Multifamily Dwellings: Multifamily dwellings required to subscribe to alley carts and multifamily dwellings opting to subscribe to solid waste cart(s) must provide a minimum of

thirty (30) gallons of capacity for each dwelling unit.

3. Termination: The owner of a Class II premises served by the City solid waste collection may provide the City Manager with not less than fourteen (14) days' written notice of intent to terminate the service. Such termination of service shall be effective at the beginning of the next billing period after such fourteen (14) day notice period.

4. Recycling Only: Upon approval of an application for City recycling collection a fee of six dollars (\$6.00) per month per unit shall be paid to the City by the property owner of each Class II premises not serviced by City solid waste collection services for recycling collection.

C. Class III Premises:

1. Base Fees And Conditions: A fee of fifteen dollars and eighty-three cents (\$15.83) per dwelling per month shall be paid to the City by the property owner of each Class III premises for such services. Said fee shall be in payment for collection and disposal of one (1) thirty-five (35) gallon can, one (1) thirty-five (35) gallon trash bag, or one (1) thirty five (35) gallon City owned tipper cart of "solid waste" as defined. There is no limit on the recycling capacity allowed to be collected containing acceptable "recyclable materials" as defined.

2. Solid Waste Cart Subscriptions:

a. Mandatory Subscription Alleys:

- (1) Required Carts: Alley carts, owned by the City for semiautomated lifting, are required to be subscribed to in certain alleys, by owners, tenants, and/or property managers of Class III premises where the approved set out location is in a mandated alley. Subscribers must comply with program requirements as approved by the City Manager. The customer shall choose the number and size of the cart. The options include a thirty-five (35), forty-eight (48), sixty-four (64), or ninety-six (96) gallon solid waste cart.

- (2) Mandatory Alley Fees: The fee for a thirty-five (35) gallon solid waste cart is fifteen dollars and eighty-three cents (\$15.83) per month. The fee for a forty-eight (48) gallon solid waste cart is fifteen dollars and eighty-three cents (\$15.83) per month. The fee for a sixty-four (64) gallon solid waste cart is seventeen dollars and thirteen cents (\$17.13) per month. The fee for a ninety-six

(96) gallon solid waste cart is twenty-four dollars and seventy cents (\$24.70) per month.

b. Optional Cart Subscriptions:

- (1) Optional Carts: In the areas where solid waste carts, owned by the City for semi-automated lifting, are not mandated carts may be subscribed to by owners and/or property managers of Class III premises. Subscribers must comply with program requirements as approved by the City Manager. The customer shall choose the number and size of the cart. The options include thirty-five (35), forty-eight (48), sixty-four (64), or ninety-six (96) gallon solid waste carts.

- (2) Optional Cart Fees: The fee for a thirty-five (35) gallon solid waste cart is fifteen dollars and eighty-three cents (\$15.83) per month. The fee for a forty-eight (48) gallon solid waste cart is seventeen dollars and seventy-two cents (\$17.72) per month. The fee for a sixty-four (64) gallon solid waste cart is twenty-one dollars and twenty-five cents (\$21.25) per month. The fee for a ninety-six (96) gallon solid waste cart is twenty-nine dollars and eighty-four cents (\$29.84) per month.

3. Termination: The owner of a Class III premises served by City solid waste collection may provide the City Manager with not less than fourteen (14) days' written notice of intent to terminate the service. Such termination of service shall be effective at the beginning of the next billing period after such fourteen (14) day notice period.

4. Recycling Only: Upon approval of an application for City recycling collection a fee of six dollars (\$6.00) per month per unit shall be paid to the City by the property owner of each Class III premises not serviced by City solid waste collection services for recycling collection.

D. Unit Based Pricing: Collection options and charges under unit-based pricing for Class I, II and III premises are as follows:

1. Official City of Dubuque single-use stickers costing one dollar and fifty cents (\$1.50) shall be applied to each additional standard solid waste container or small bulky or bundled item in excess of the one standard solid waste container collected under the base monthly solid waste fee or any additional subscribed container(s).
2. Multiple-family dwellings of three (3),

four (4), five (5), and six (6) dwelling units as well as Class II or Class III premises sharing a common set out location with other City solid waste customers shall only use approved rigid solid waste containers with permanent identification as to the specific premises. However, for the two (2) weeks following Christmas, excess solid waste may be set out in trash bags with applied City of Dubuque single use stickers. The capacity must be a minimum of thirty (30) gallons per dwelling unit.

E. Special Collection: The charge for a special collection service for large and bulky rubbish to each dwelling unit receiving such service when requested by the owner shall be as follows:

1. A fee of thirteen dollars (\$13.00) shall be paid by the owner for each time the service is provided for up to the equivalent of three (3) cubic yards of solid waste.
2. An additional fee of thirteen dollars (\$13.00) shall be paid for each additional three (3) cubic yards of solid waste.
3. An additional fee of six dollars (\$6.00) shall be paid to the City by the owner for each tire.
4. An additional fee of twenty dollars (\$20.00) shall be paid to the City by the owner for each large appliance collected in the service (stoves, refrigerators, and dehumidifiers). An additional fee of five dollars (\$5.00) shall be paid to the City by the owner for each small appliance collected in the service (toasters and pizza ovens).
5. An additional fee of fifteen dollars (\$15.00) shall be paid to the City by the owner for each collection requested by the owner to be scheduled for service on a day not receiving weekly collection at the service address.
6. An additional fee of twenty dollars (\$20.00) shall be paid to the City by the owner for each collection requested by the owner to be scheduled for collection of electronics including one device with an electronic screen (laptops, monitors, TVs, etc.). An additional fifteen-dollar (\$15.00) fee will apply for each additional device with an electronic screen set out per collection. An additional fee of five dollars (\$5.00) shall be paid to the City by the owner for the collection of small electronics (VCR's, computer tower, or computer printer).

Section 3. Section 13-6A-8 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

13-6A-8: YARD WASTE AND FOOD

SCRAPS:

A. Separation Of Yard Waste: Yard waste shall be separated by the owner of a premises from all other solid waste.

B. Composting: An owner may compost such person's own yard waste and food scraps on such person's own premises, provided the same is stored in such a manner as to not create a fire, health, or safety hazard.

C. Collection Schedule For Yard Waste: Yard waste that has not been composted shall be collected by the City not more than once each week according to the collection schedule established by the City Manager.

D. Preparation Of Waste: Containerized yard waste collected by the City shall be placed in degradable paper bags with an affixed single use sticker or in rigid waste containers with an affixed single use tag or in permanent waste containers with an affixed annual yard waste decal or in a subscribed sixty-four (64) gallon City owned yard waste cart or be contained by tying devices approved by the City Manager. The charges for collection and disposal of "yard waste" as defined shall be as follows:

1. The fee for tying devices approved by the City Manager shall be one dollar and fifty cents (\$1.50) each.
2. The fee paid to the City by a customer of record with the City for an annual yard waste decal for a rigid waste container shall be forty dollars (\$40.00) each. A decal shall only be used by the customer of record with the City who purchased it.
3. The fee for single use stickers shall be one dollar and fifty cents (\$1.50) each.
4. The fee paid to the City for subscription to a sixty-four (64) gallon City owned yard waste cart shall be ten dollars (\$10.00) per month.
5. The minimum fee paid to the City for collection of a scheduled leaf rake out is twenty dollars (\$20.00) for a forty (40) standard leaf bag equivalent pile of leaves in the parking lane at the curb.

E. Food Scrap Collection Program Subscribers: Subscribers to the food scrap collection program shall set out City owned carts containing food scraps and other compostable materials.

SUBSCRIBER WEEKLY FOOD SCRAP COLLECTION SERVICES

Customer Class	Cart Size	Monthly Rates
City refuse customers and K – 12 schools	13 gallon	\$1.00
	64 gallon	\$11.00
Commercial customers without City refuse collection	13 gallon	\$4.00
	64 gallon	\$20.00

1. Such carts shall be co-collected with yard waste. The customer shall choose the number and size of the cart(s).

2. Such carts shall be set out weekly to reduce potential nuisance concerns. Failure to use, store or set out the cart properly shall cause the subscription to be terminated.

F. Deposits In Public Rights-Of-Way Prohibited: No person shall deposit any yard waste or food scraps in any public right-of-way.

Section 4. This ordinance shall take effect on July 1, 2023.

Passed, approved, and adopted this 23rd day of March, 2023.

Brad Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

6. Five-Year Street Construction Program for Fiscal Years 2024 – 2028: Motion by Resnick to receive and file the documents and adopt Resolution No. 78-23 Adopting the Five-Year Street Construction Program for Fiscal Years 2024 - 2028. Seconded by Jones. Motion carried 7-0.

**RESOLUTION NO. 78-23
ADOPTING THE FIVE-YEAR STREET CONSTRUCTION PROGRAM FOR FISCAL YEARS 2024 - 2028**

Whereas, a recommended Five-Year Street Construction Program for the Fiscal Year 2024 - 2028 beginning July 1, 2023 and ending June 30, 2028, for the City of Dubuque has been prepared and submitted to the City Council; and

Whereas, the Five-Year Street Construction Program: 1) describes specific capital improvement projects; 2) provides estimated costs for those projects; 3) proposes sources of funding; and 4) schedules the fiscal/calendar year during which each project will be undertaken; and

Whereas, the capital improvement projects for the first year of such five-year program are included in the Fiscal Year 2024 budget; and

Whereas, the adoption of the Five-Year Street Construction Program is a prudent measure to provide continuity of programs and is in the best interest of the City of Dubuque.

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

Section 1. That the Five-Year Street Construction Program for Fiscal Years 2024 – 2028 beginning July 1, 2023, set out in the Fiscal Years 2024 – 2028 recommended Capital Improvement Budget, is hereby approved, and adopted as the proposed allocation of City resources for capital improvements as scheduled in the years shown, subject to annual review and revision.

Passed, adopted, and approved this 23rd day of March 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:40 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in special session at 6:00 p.m. on April 3, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Carnegie-Stout Public Library Strategic Plan.

**WORK SESSION
CARNEGIE-STOUT PUBLIC LIBRARY STRATEGIC PLAN**

Carnegie-Stout Public Library Director Nick Rossman presented on the Board of Trustees approved Strategic Plan for the Carnegie-Stout Public Library. Mr. Rossman responded to questions from the City Council regarding the availability of free parking options near the library, how parking availability factors into the library's accreditation, and the previous time a strategic plan was adopted. Responding to a question from the City Council regarding how smart parking options can factor into the library's parking, City Manager Van Milligen stated that the city will issue a Request for Proposals (RFP) to learn what smart parking options firms can provide.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:26 p.m.

/s/Adrienne N. Breittfelder, CMC, City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on April 3, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

**PLEDGE OF ALLEGIANCE
PROCLAMATION(S)**

1. Sexual Assault Awareness Month (April 2023) was accepted by Sarah McKenzie and Sarah Fitzgerald on behalf of the Riverview Center.

2. Junior Achievement Day (April 6, 2023) was accepted by Scott Ellerbach on behalf of Junior Achievement of the Heartland.

3. Community Development Week (April 10-14, 2023) was accepted by Theresa Caldwell, Executive Director of the Dubuque Food Pantry, on behalf of the Housing and Community Development Department.

4. Dubuque YP Days of Caring (April 28, 2023) was accepted by Carnegie-Stout Public Library Director Nick Rossman on behalf of the Dubuque Area Chamber of Commerce's Young Professionals.

5. Clarke University Women's Basketball Team 2023 NAIA National Champions was accepted by Clarke University Women's Basketball Head Coach Courtney Boyd and basketball team members Emma Kelchen and Athena Ubl on behalf of Clarke University.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of 3/20/23, 3/21/23, 3/22/23, and 3/23/23; Historic Preservation Commission of 3/16/23; Library Board of Trustees Update of 2/23/23; Proof of Publication for City Council Proceedings of 2/20/23, 2/21/23, 2/27/23, 3/6/23, 3/7/23, 3/8/23, and 3/9/23. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Rebecca Ambrosy for vehicle damage; Connie Carroll for property damage; Tony Cross for property damage; Susan Harris for vehicle damage; James Hauber for property damage; Ruth McEnany for property damage; Alex Pfeiffer for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Rebecca Ambrosy for vehicle damage; Connie Carroll for property damage; Tony Cross for property damage; Susan Harris for vehicle damage; James Hauber for property damage; Ruth McEnany for property damage; Alex Pfeiffer for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 79-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 79-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

Whereas, the Chief Financial Officer-City Treasurer has provided a list of Expenditures [provided] hereto, and by this reference made

a part hereof, to be drawn to pay for goods and services provided for City purposes; and

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

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

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

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

Passed, approved, and adopted this 3rd day of April, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Fiscal Year 2024 Community Development Block Grant Annual Action Plan: Upon motion the documents were received and filed, and Resolution No. 80-23 Adopting the Fiscal Year 2024 (Program Year 2023) Community Development Block Grant (CDBG) Annual Action Plan for Approval was adopted.

**RESOLUTION NO. 80-23
ADOPTING THE FISCAL YEAR 2024 (PROGRAM YEAR 2023) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN FOR APPROVAL**

Whereas, the City of Dubuque, through a series of public meetings and hearings, proposed a Fiscal Year 2024 (Program Year 2023) Community Development Block Grant Annual Action Plan be approved addressing housing and non-housing needs in the community; and

Whereas, the Community Development Advisory Commission held a public hearing on January 18, 2023 to receive community input on the Fiscal Year 2024 (Program Year 2023) Community Development Block Grant Annual Action Plan; and

Whereas, the Community Development Advisory Commission unanimously recommended the City Council approve Fiscal Year 2024 (Program Year 2023) Community Development Block Grant Annual Action Plan on January 18, 2023.

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

Section 1. That the Community Development Block Grant Fiscal Year 2024 (Program Year 2023) Annual Action Plan, [provided] hereto and by this reference made a part hereof, is hereby adopted.

Section 2. The City Manager or his designee of the City of Dubuque is hereby authorized to direct staff to prepare and submit to the United States Department of Housing and Urban Development the Fiscal Year 2024 (Program Year 2023) Annual Action Plan with all related documents, for the use of Community Development Block Grant funds based on this adopted budget and execute standard contracts and agreements.

Passed, approved, and adopted this 3rd day of April, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Second Amendment to Community Development Block Grant (CDBG) Subrecipient Agreement between the City of Dubuque and Dubuque Community School District: Upon motion the documents were received and filed, and Resolution No. 81-23 Authorizing the Second Amendment to the CDBG Subrecipient Agreement between the City of Dubuque and Dubuque Community School District was adopted.

**RESOLUTION NO. 81-23
AUTHORIZING THE SECOND AMENDMENT
TO THE CDBG SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF DUBUQUE
AND DUBUQUE COMMUNITY SCHOOL DISTRICT**

Whereas, the City of Dubuque and Dubuque Community School District entered into a CDBG Subrecipient Agreement Amendment #1 dated May 16, 2022 with respect to the matters specified therein for the archaeological survey and planning costs; and

Whereas, the parties desire to modify the Subrecipient Agreement as set out in the Second Amendment to the Subrecipient Agreement [provided] hereto; and

Whereas, the Dubuque Community School District Lincoln Wellness Project provides services to low- to moderate-income areas.

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

Section 1. That the Second Amendment to the CDBG Subrecipient Agreement be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Amendment on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 3rd day of April 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

7. First Amendment to the Housing TIF Agreement with Affordable Housing Network Inc (AHNI): Upon motion the documents were received and filed, and Resolution No. 82-23 Approving the First Amendment to an Agreement with Affordable Housing Network, Inc. for the rehabilitation of residential property within the City of Dubuque for resale or rental to low and moderate-income families was adopted.

**RESOLUTION NO. 82-23
APPROVING THE FIRST AMENDMENT TO
AN AGREEMENT WITH AFFORDABLE
HOUSING NETWORK, INC. FOR THE REHA-
BILITATION OF RESIDENTIAL PROPERTY
WITHIN THE CITY OF DUBUQUE FOR RE-
SALE OR RENTAL TO LOW AND MODER-
ATE-INCOME FAMILIES**

Whereas, the City of Dubuque ("City") and Affordable Housing Network, Inc. ("AHNI") are parties to an Agreement (the Agreement) dated for reference purposes the 3rd day of June, 2019; and

Whereas, the parties now desire to amend the agreement.

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

Section 1. The First Amendment to the Agreement is hereby approved.

Section 2. The City Manager is hereby authorized and directed to execute such Amended Agreement on behalf of the City of Dubuque, Iowa.

Section 3. The City Council grants the authority to the City Manager or the City Manager's designee to manage the agreement and act in accordance with the terms of the agreement.

Passed, approved, and adopted this 3rd day of April, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Grass and Weed Cutting and Garbage Collection Assessments: Upon motion the documents were received and filed, and Resolution No. 83-23 Authorizing the city to collect delinquent grass and weed cutting and garbage collection charges in accordance with Title 6-4-3A and Title 6-8-2 of the Code of Ordinances of the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 83-23
AUTHORIZING THE CITY TO COLLECT DE-
LINQUENT GRASS AND WEED CUTTING
AND GARBAGE COLLECTION CHARGES
IN ACCORDANCE WITH TITLE 6-4-3A and**

TITLE 6-8-2 OF THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA

Whereas, residential properties in the City of Dubuque are considered substandard if any conditions exist to an extent that endanger life, limb, health, property, safety, or welfare of the public or the occupants thereof; and

Whereas, whenever in the judgment of the Housing Officer, a nuisance that is "palpably and indisputably such" exists which requires immediate action to protect the public health, safety or welfare of the public, the Housing Officer may order the emergency abatement of such; and

Whereas, delinquent grass and weed cutting and garbage collection charges shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as general property taxes.

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

Section 1. That the persons listed on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges.

Section 2. That the City Clerk be and is hereby ordered and directed to certify to the County Treasurer of Dubuque County, Iowa, that the persons named on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges in the amount set aside of the respective names, and that said amounts shall be collected in the same manner as general property taxes against the respective parcels of property set opposite the names of the owners.

Passed, approved, and adopted this 3rd day of April, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breidfelder, City Clerk

**Schedule of Assessments
Delinquent Grass and Weed Cutting and
Garbage Removal Accounts**

Location; Legal Description; Owner; Parcel #; Amount; Category

3325 Sunset Park; Lot 2-21 BLK 10 Sunset Park Sub; Scoe Properties LLC PO Box 335 Kieler WI 53812; 1016427016; \$236.12; garbage

900 Rhomberg Ave; Lot 14 Hooper's Add; Tch Property Group LLC 9172 Dunkirk St NE Blaine MN 55449; 1013478004; \$77.16; garbage

2095 University Ave; W 2'-1 Sub 13 Mineral Lot 172 Lot 2-13 Min Lot 172 & Lot 2 Mabels Sub; Culbertson, Dorothy A 757 Caledonia Pl Apt #1 Dubuque IA 52001; 1026132001; \$135.00; grass

1698 Jackson St; Lot 1-37 East Dubuque Add; Eichstadt, Alexander Lee & Andress Boggs 765 Estes Ave San Antonio TX 78209; 1024268001; \$135.00; grass

1225 N Booth St; Lot 2-1 Trenks Booth St Pl; Fries, Thomas A 1225 N Booth St Dubuque IA 52001; 1023483017; \$135.00; grass

25 Alpine St; N 55' of Lot 9 & N 55' of Lot 10 Reeder Langworthy's Sub; Gill, Mitchel J & Huguelet, Clare A 25 Alpine St Dubuque IA 52001; 1025306001; \$135.00; grass

717 Lincoln Ave; Lot 69 Cooks Add; Hollister, George A & Marjorie D 1916 1/2 Johnson St Dubuque IA 52001; 1013483015; \$135.00; grass

290 Bryant St; Lot 4 Sub 145 & 146 Union Add; Gneiser, Robert John II & Elizabeth J Runicka-Gneiser 290 Bryant St Dubuque IA 52003; 1025361010; \$135.00; grass

1478 Adair St; W 80' of Lot 5 Woodlawn Park; Weber, Richard D Jr 1478 Adair St Dubuque IA 52001; 1023465001; \$135.00; grass

2240 Hoyt St; Lot 1-3 Pfohls Sub; Schulte, Timothy E 2240 Hoyt St Dubuque IA 52001; 1023327001; \$135.00; grass

2286 Central Ave; W 1/2-S 1/2-Lot 18 & W 1/2- N 1/4-Lot 16P L H Langworthy's Add; Hanen, Shawn C & Christina M 179 S Winter Quarters Road Pampa TX 79065-2301; 1024130003; \$135.00; grass

2240 Hoyt St; Lot 1-3 Pfohls Sub; Schulte, Timothy E 2240 Hoyt St Dubuque IA 52001; 1023327001; \$135.00; grass

1698 Jackson St; Lot 1-37 East Dubuque Add; Eichstadt, Alexander Lee & Andress Boggs 765 Estes Ave San Antonio TX 78209; 1024268001; \$135.00; grass

1786 Jackson St; S 1/2 Lot 32 East Dubuque Add; Neal, Phillip & Crystal 1786 Jackson St Dubuque IA 52001; 1024263002; \$135.00; grass

1360 Dell St; Lot 2-810 A McDaniel's Sub; Paul, Jacob R 1825 74th Place Kenosha WI 53143; 1024340003; \$135.00; grass

632 W 8th St; Lot 25 Rogers Sub; Budde, Lance A 7697 N Indian Rdg East Dubuque IL 61025; 1025133009; \$135.00; grass

1266 Jackson St; S 1/2 Lot 58 & N 1'6"- N 1/2 - Lot 59 East Dubuque Add; Landlord 36 Holdings LLC 10620 Southern Heights Pkwy Ste 110-802 Las Vegas NV 89141; 1024435006; \$135.00; grass

717 Lincoln Ave; Lot 69 Cooks Add; Hollister, George A & Marjorie D 1916 1/2 Johnson St Dubuque IA 52001; 1013483015; \$135.00; grass

985 Center Pl; Lot 2 Newburghs Sub; Farrey, Nolan R 985 Center Place Dubuque IA 52001; 1025102006; \$135.00; grass

2101 Windsor Ave; Lot 3-63 Cooks Add; Wolbers, Brandon R 2101 Windsor Ave Dubuque IA 52001; 1013486007; \$135.00; grass

2918 Brunswick St; Lot 75 Belmont Add; Klein, Lisa K 2918 Brunswick St Dubuque IA 52001; 1013133009; \$135.00; grass

801 Garfield Ave; Lot 1 Dreibelbis Add; Tabernacle of Faith Apostolic Church 3197 Highland Park Dr Dubuque IA 52001; 1013481019; \$135.00; grass

2286 Central Ave; W 1/2-S 1/2-Lot 18 & W 1/2- N 1/4-Lot 16P L H Langworthy's Add; Hanen, Shawn C & Christina M 179 S Winter Quarters Road Pampa TX 79065-2301; 1024130003; \$135.00; grass

1225 N Booth St; Lot 2-1 Trenks Booth St Pl; Fries, Thomas A 1225 N Booth St Dubuque IA 52001; 1023483017; \$135.00; grass

1875 Saint Joseph St; Bal-E 50'-E 100'-W 250'-Lot 8 & E 50'-W 100'-E 240'-Lot 9 Sisters Add; Bissell, Ann E 3065 Rundelac Rd Annapolis MD 21403 Land; 1026405017; \$135.00; grass

1906 Ellis St; N 1/2 of Lot 44 Coks Add; Jasro LLC 1560 Langenberg Ave Iowa City IA 52240; 1024180012; \$135.00; grass

1617 Lincoln Ave; Ne 1/2 of Lot 564 Hams Add; Macker, Virginia 155 N Clark Lane Galena IL 61036; 1118152003; \$135.00; grass

2095 University Ave; W 2'-1 Sub 13 Mineral Lot 172 Lot 2-13 Min Lot 172 & Lot 2 Mabels Sub; Culbertson, Dorothy A 757 Caledonia Pl Apt #1 Dubuque IA 52001; 1026132001; \$135.00; grass

650 W 8th St; Lot 28 Rogers Sub; Budde's Home Improvement Inc 650 W 8th St Dubuque IA 52001; 1025133006; \$135.00; grass

2240 Hoyt St; Lot 1-3 Pfohls Sub; Schulte, Timothy E 2240 Hoyt St Dubuque IA 52001; 1023327001; \$135.00; grass

900 1/2 Merz St; Lot 2-26 A Stines Sub; Lynch, Cecelia A 900 1/2 Merz St Dubuque IA 52001; 1013434010; \$135.00; grass

3468 Wagon Wheel Ln; Lot 11 Rustic Point Estates; Merrick Construction & Development Corporation 3080 Cedar Crest Ct Ste 103 Dubuque IA 52003; 1009328006; \$135.00; grass

321 Kaufmann Ave; Lot 3 Welands Sub; Valentine, Jeremy R 321 Kaufmann Ave Dubuque IA 52001; 1025176018; \$135.00; grass

730 Berkley Pl; Lot 7 Blk 2 Sunnyview Hills Sub; Twining, Robert D II; 730 Berkley Pl Dubuque IA 52001; 1014404021; \$135.00; grass

2095 University Ave; W 2'-1 Sub 13 Mineral Lot 172 Lot 2-13 Min Lot 172 & Lot 2 Mabels Sub; Culbertson, Dorothy A 757 Caledonia Pl Apt #1 Dubuque IA 52001; 1026132001; \$135.00; grass

425 Hill St; Lot 29 Deming & Horrs Sub; Appgar, Griffith D & Kimberly S 425 Hill St Dubuque IA 52001; 1025176018; \$135.00; grass

650 W 8th St; Lot 28 Rogers Sub; Budde's Home Improvement Inc 650 W 8th St Dubuque IA 52001; 1025133006; \$135.00; grass

1099 Center Pl; Lot 2-14 McNulty's Sub & Lot 7 Newburghs Sub; Kruser, Andrew 1099 Center Pl Dubuque IA 52001; 1024356010; \$135.00; grass

Cobalt Ct; Lot 1 Sky Blue Estates; EKM LLC 10662 Diesel Dr Dubuque IA 52001; 1107104034; \$190.00; grass

1504 Iowa St; S 20'-S 47'-W 1/2-S 1/5 of City Lot 454; Eichstadt, Alexander Lee & Andress 765 Estes Ave San Antonio TX 78209; 1024403007; \$135.00; grass

1551 Bluff St; E 80' Lot 6 Cooleys Sub; 1551 Bluff Realty LLC 180 E Railroad St West Haverstraw NY 10993; 1024329040; \$147.68; garbage

2565 Central Ave; Lots 1-2 & 1-3 Kiene & Altmans Sub; Zas Properties LLC 605 Bluff St #132 Dubuque IA 52001; 1013314025; \$216.52; garbage

642 N Burden St; Lot 105 O'Neill's River View; Almond Tree Properties LLC 1603 E Boston Ave Indianola IA 50125; 1012379007; \$260.36; garbage

115 Cherokee Dr; Lot 2-3, 1-4, & 2-1-5 Dubuque Homes Sub #2; McCarty, Kevin K & Nancy A 1894 Norland Dr Dubuque IA 52002; 1026351005; \$152.68; garbage

1266 Jackson St; S 1/2 Lot 58 & N 1'6"- N 1/2 - Lot 59 East Dubuque Add; Landlord 36 Holdings LLC 10620 Southern Heights Pkwy Ste 110-802 Las Vegas NV 89141; 1024435006; \$122.68; garbage

1266 Jackson St; S 1/2 Lot 58 & N 1'6"- N 1/2 - Lot 59 East Dubuque Add; Landlord 36 Holdings LLC 10620 Southern Heights Pkwy Ste 110-802 Las Vegas NV 89141; 1024435006; \$392.86; garbage

2101 Kniest St; Lot 2-3-1-10 Kniest's Sub; Mid-America Property Management LLC Po Box 1572 Dubuque IA 52004-1572; 1024211016; \$93.84; Garbage

1913 Jackson St; Sm 1/5 & S 3' M 1/5 of City Lot 489; Brandel, Brian 2304 Jackson St Dubuque IA 52001; 1024254010; \$122.68; garbage

556 Clarke Dr; Lots 1-3, 2-3 & 4 All In Buetell's Sub; Nottingham Properties LLC 2115 John F Kennedy Rd Dubuque IA 52002; 1024155052; \$122.68; Garbage

396 Klingenberg Ter; Lots 1, 2-2, 2-3, 2-3A, In C A Voelker Add; Healz 187 Rentals LLC 2435 Coates St Dubuque IA 52003; 1024133012; \$179.02; garbage

2631 University Ave; Lot 1-7 Lenox Add; Dubuque Property Investments LLC 8505 Southern Hills Ct Dubuque IA 52003; 1027279019; \$122.68; garbage

451 W 16th St; Lots 5 & 5A Fairview Sub; All American Rentals LLC 9517 Route 52 S Dubuque IA 52003; 1024329007; \$192.68; Garbage

2401 Jackson St; Lot 1 New Jackson Sub; Mid-America Property Management LLC Po

Box 1572 Dubuque IA 52004-1572;
1013379031; \$147.68; garbage

209 E 22nd St; W 33'-W65'-Lot 84 L H Lang-
worthy's Add; Mid-America Property Manage-
ment LLC Po Box 1572 Dubuque IA 52004-
1572; 1024203021; \$122.68; garbage

909 Rhomberg Ave; Ne 1/2-Lot 17 & Lot 2-
1-18 Hooper's Add; Mid-America Property
Management LLC Po Box 1572 Dubuque IA
52004; 1013477015; \$147.68; garbage

2413 Jackson St; Lot 3 New Jackson Sub;
Brandel, Brian 2413 Jackson St Dubuque IA
52001; 1013379029; \$233.68; garbage

9. Problem Property Assessment: Upon motion the documents were received and filed, and Resolution No. 84-23 Authorizing the city to collect delinquent problem property charges in accordance with 14-1J1 International Property Maintenance Code Section 106.5 and/or Section 109.5 Code of Ordinances of the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 84-23
AUTHORIZING THE CITY TO COLLECT DE-
LINQUENT PROBLEM PROPERTY
CHARGES IN ACCORDANCE WITH 14-1J1
INTERNATIONAL PROPERTY MAINTENANCE
CODE SECTION 106.5 AND/OR
SECTION 109.5 CODE OF ORDINANCES OF
THE CITY OF DUBUQUE, IOWA**

Whereas, residential properties in the City of Dubuque are considered hazardous or unsanitary premises if problem properties are allowed to deteriorate according to 14-1J1; and

Whereas, whenever in the judgment of the Code Official, a nuisance that is "palpably and indisputably such" exists which requires immediate action to protect the public health, safety or welfare of the public, the Code Official may order the emergency abatement of such; and

Whereas, delinquent problem property charges shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as general property taxes.

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

Section 1. That the persons listed on the attached Problem Property Assessment Schedule are delinquent in the payment of problem property charges.

Section 2. That the City Clerk be and is hereby ordered and directed to certify to the County Treasurer of Dubuque County, Iowa, that the persons named on the attached Problem Property Assessment Schedule are delinquent in the payment of problem property charges in the amount set aside of the respective names, and that said amounts shall be collected in the same manner as general property taxes against the respective parcels of property

set opposite the names of the owners.

Passed, approved, and adopted this 3rd day of April, 2023.

Brad M. Cavanaugh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**Schedule of Assessments
Vacant or Abandoned Building Problem
Property Assessments**

Location; Legal Description; Owner; Parcel #; Amount; Category

548 W 7th St; Lot 18 in Coriell's Dubuque;
McDonald, Ronald P 801 Davis St Apt 501
Dubuque IA 52001; 1025136009; \$51,656.47;
Demolition charges to remove building

10. Resolution of Support for Proposed Low Income Housing Project in the Amended Radford Road Urban Revitalization Area: Upon motion the documents were received and filed, and Resolution No. 85-23 Providing a Letter of Support for a Low-Income Housing Tax Credit Project proposed by Dubuque Housing Group was adopted.

**RESOLUTION NO. 85-23
PROVIDING A LETTER OF SUPPORT FOR
A LOW-INCOME HOUSING TAX CREDIT
PROJECT PROPOSED BY DUBUQUE
HOUSING GROUP**

Whereas, Dubuque Housing Group ("Developer"), is proposing to submit an application for 9% LIHTC to the Iowa Finance Authority ("IFA") for a proposed affordable housing project on the Property; and

Whereas, IFA requires, as part of an application by the Developer, documentation from the City enumerating project-specific support which is not more than 180 days old on or as of the date the application is submitted; and

Whereas, the City Council desires to affirm the project provision of a public benefit by creating new affordable housing units in the community and further desires to affirm support of an application of LIHTC for the Project and conditional approval of certain financial assistance.

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

1. The City Council affirms and authorizes its support of the proposed Project by the Developer to IFA for the competitive 9% LIHTC funding in the 2023 application round.

2. The City Council provides conditional financial support for the Project through established housing creation incentives, all in accordance with the Amended Radford Road Urban Revitalization Area Plan established pursuant to Ordinance No. 52-19 and Resolution No. 200-22 subject to approval by IFA of the Project for 9% LIHTC Funds in the 2023 application round, and an executed development

agreement.

Passed, approved, and adopted this 3rd day of April, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breifelder, City Clerk

11. Authorizing the Filing of an Application and Letter of Support to the Iowa Economic Development Authority Community Catalyst Building Remediation Grant Program on behalf of Nia Neighborhoods Opportunity Zone Fund, LLC: Upon motion the documents were received and filed, and Resolution No. 86-23 Authorizing the filing of an application and letter of support with the Iowa Economic Development Authority for the application by the City of Dubuque on behalf of Nia Neighborhoods Opportunity Zone Fund, LLC for a Community Catalyst Building Remediation Grant was adopted.

**RESOLUTION NO. 86-23
AUTHORIZING THE FILING OF AN APPLICATION AND LETTER OF SUPPORT WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR THE APPLICATION BY THE CITY OF DUBUQUE ON BEHALF OF NIA NEIGHBORHOODS OPPORTUNITY ZONE FUND, LLC FOR A COMMUNITY CATALYST BUILDING REMEDIATION GRANT**

Whereas, Nia Neighborhoods Opportunity Zone Fund, LLC has proposed making a One Hundred Fifty Thousand Dollar (\$188,000.00) investment for the rehabilitation of 1398 White Street in the City of Dubuque, Iowa (the Project); and

Whereas, financial assistance from the Iowa Economic Development Authority is designed to assist communities with the development or rehabilitation of buildings to stimulate economic growth or reinvestment in the community; and

Whereas, the City of Dubuque intends to apply to the Iowa Economic Development Authority on behalf of Nia Neighborhoods Opportunity Zone Fund, LLC for the Community Catalyst Building Remediation Grant Program; and

Whereas, the City Council of the City of Dubuque, Iowa has considered the proposal and determined that the proposed Project will contribute to the local economy through the creation of housing and jobs in the City, all of which qualify for the Iowa Economic Development Authority Community Catalyst Building Remediation Grant Program.

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

Section 1. That the filing of the [provided] Application and Letter of Support for the City of Dubuque to the Iowa Economic Development Authority on behalf of Nia Neighborhoods Opportunity Zone Fund, LLC for the Community

Catalyst Building Remediation Grant Program, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute, and the City Manager is hereby directed to submit the Application and Letter of Support to the Iowa Economic Development Authority together with such other documents as may be required.

Passed, approved, and adopted this 3rd day of April, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breifelder, City Clerk

12. Transmission of Application Guidelines for Fiscal Year 2024 Arts & Culture Special Projects Grant Program: Upon motion the documents were received and filed.

13. Transmission of Application Guidelines for Fiscal Year 2024 Arts & Culture Operating Support Grant Program: Upon motion the documents were received and filed.

14. Fiscal Year 2024 Planning Services Department - Increased Fees: Upon motion the documents were received and filed, and Resolution No. 87-23 Rescinding Resolution No. 137-21, Establishing a Schedule of Development Services Fees, and adopting in lieu thereof a New Schedule of Development Services Fees as provided in Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code was adopted.

**RESOLUTION NO. 87-23
RESCINDING RESOLUTION NO. 137-21, ESTABLISHING A SCHEDULE OF DEVELOPMENT SERVICES FEES, AND ADOPTING IN LIEU THEREOF A NEW SCHEDULE OF DEVELOPMENT SERVICES FEES AS PROVIDED IN TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE**

Whereas, the City Council of the city of Dubuque, Iowa establishes by resolution certain fees for development services pursuant to the Unified Development Code, pursuant to the [provided] schedule of Development Services Fees for the Planning Services Department.

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

Section 1. Resolution No. 137-21 and its Schedule of Fees is hereby rescinded effective July 1, 2023.

Section 2. That the [provided] Fee Schedule for the Planning Services Department is hereby approved.

Section 3. That the [provided] Fee Schedule shall take effect on July 1, 2023.

Passed, approved, and adopted this 3rd day of April, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

15. 2022 Pavement Marking Project: Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 88-23 Accepting the 2022 Pavement Marking Project and authorizing the payment to the contractor was adopted.

**RESOLUTION NO. 88-23
ACCEPTING THE 2022 PAVEMENT MARKING PROJECT AND AUTHORIZING THE PAYMENT TO THE CONTRACTOR**

Whereas, the public improvement contract for the 2022 Pavement Marking Project, (the Project) has been completed by the Contractor, SELCO, Inc. (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$185,507.43; and

Whereas, the Contractor has previously been paid \$176,232.05, leaving a balance of \$9,275.37; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

SECTION 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

SECTION 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$9,275.37 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 3rd day of April 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF 2022 PAVEMENT MARKING PROJECT

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the 2022 Pavement Marking Project has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$185,507.43.

Dated this 27th day of March 2023.

/s/Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 27th day of March 2023.

/s/Adrienne N. Breitfelder, City Clerk

16. 2023 Asphalt Overlay Curb Ramp Project 3: Upon motion the documents were received, filed, and made a matter of record.

17. English Lane Sanitary Replacement Project: Upon motion the documents were received, filed, and made a matter of record.

18. Rebuilding Bridges to Equity & Employment (RAISE) Grant Publication: Upon motion the documents were received and filed.

19. Signed Contract(s): Engineering & Construction Innovations, Inc. for the Upper Bee Branch Creek Restoration Railroad Sanitary Interceptor Crossing Project; Yamaha Motor Finance Corporation, U.S.A., for Amendment #2 to Equipment Schedule #116561. Upon motion the documents were received and filed.

20. Improvement Contracts / Performance, Payment, and Maintenance Bonds Midwest Concrete, Inc. for the 2023 Asphalt Overlay Ramp Project Two. Upon motion the documents were received, filed, and approved.

21. Adoption of the March 2023 Replacement Supplement to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 89-23 Adopting March 2023 Replacement Supplement to the Code of Ordinances of the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 89-23
ADOPTING MARCH 2023 REPLACEMENT SUPPLEMENT TO THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA**

Whereas, under the date of August 17, 2009, the City Council, pursuant to Ordinance No. 43-09, readopted the Code of Ordinances of the City of Dubuque, Iowa in its entirety; and

Whereas, since August 17, 2009, the City Council of the City of Dubuque, Iowa has adopted certain ordinances amending the Code of Ordinances and said amendments have been printed as supplements to the Code of Ordinance; and

Whereas, Section 380.8 of the Code of Iowa provides that supplements, by resolution, become part of the Code of Ordinance; and

Whereas, Code Supplements are prepared by American Legal Publishing of Cincinnati, Ohio and filed in the Office of the City Clerk of the City of Dubuque Iowa; and

Whereas, Section C of Ordinance No. 20-21, adopted on May 19, 2021, was omitted from previous supplements of the Code of

Ordinances of the City of Dubuque, Iowa; and
Whereas, the March 2023 Replacement Supplement incorporates Ordinance No. 20-21 in its entirety within the Code of Ordinances of the City of Dubuque, Iowa.

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

Section 1. That the March 2023 Replacement Supplement to the City of Dubuque Code of Ordinances is hereby adopted and becomes part of the Code of Ordinances of the City of Dubuque, Iowa.

Passed, approved, and adopted this 3rd day of April 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

22. Amended 2022 City Council Official Proceedings: Upon motion the documents were received, filed, and approved.

23. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 90-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 90-23
APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications Provisional Issuances

Gold Standard Athletics, 55 John F. Kennedy Rd. Suite 415
Grand River Center, 500 Bell St.
McAleece Park and Recreation Complex,

1801 Admiral Sheehy Dr.

Panchero's Mexican Grill, 4840 Asbury Rd.
Port of Dubuque Marina, 450 East 3rd St.

Passed, approved, and adopted this 3rd day of April 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

ITEMS SET FOR PUBLIC HEARING

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

1. Proceedings to Set Public Hearing on the Issuance of Not to Exceed \$5,800,000 General Obligation Bonds, Series 2023: Upon motion the documents were received and filed, and Resolution No. 91-23 Setting the date for public hearing and additional action on proposal to enter into General Obligation Loan Agreements and to borrow money thereunder was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 17, 2023 in the Historic Federal Building.

**RESOLUTION NO. 91-23
SETTING THE DATE FOR PUBLIC HEARING AND ADDITIONAL ACTION ON PROPOSAL TO ENTER INTO GENERAL OBLIGATION LOAN AGREEMENTS AND TO BORROW MONEY THEREUNDER**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa proposes to enter into a loan agreement (the "Fire Protection Facilities Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$450,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking repairs and improvements for municipal fire protection facilities, and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Fire Protection Facilities Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal pursuant to the provisions of Section 384.26 of the Code of Iowa; and

Whereas, the City also proposes to enter into a loan agreement (the "Parking Ramp Facilities Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$450,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking repairs and improvements to municipal parking ramp facilities, and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Parking Ramp Facilities Loan Agreement and to give notice thereof as required by such law, including notice of the right

to petition for an election on such proposal pursuant to the provisions of Section 384.26 of the Code of Iowa; and

Whereas, the City also proposes to enter into a loan agreement (the "Five Flags Arena Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking repairs and improvements to the Five Flags Arena facilities, and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Five Flags Arena Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal pursuant to the provisions of Section 384.26 of the Code of Iowa; and

Whereas, the City also proposes to enter into a loan agreement (the "Urban Renewal Loan Agreement" and together with the Fire Protection Facilities Loan Agreement, the Parking Ramp Facilities Loan Agreement, and the Five Flags Arena Loan Agreement, the "Loan Agreements"), pursuant to the provisions of Section 384.24A and Section 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$4,650,000 for the purpose of paying the costs, to that extent, of undertaking the Mystique Community Ice Center (Dubuque Ice Arena) Settling Remediation and Building Improvements Project, an authorized urban renewal project in the Dubuque Greater Downtown Urban Renewal Area, and it is now necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Urban Renewal Loan Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. This City Council shall meet on April 17, 2023, at the Historic Federal Building, 350 W. 6th St., Second Floor Council Chambers, Dubuque, Iowa, at 6:30 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted, and action taken to enter into the Loan Agreements described in the preamble hereof.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Fire Protection Facilities Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the

[provided] form:

Section 3. The City Clerk is hereby directed to give notice of the proposed action on the Parking Ramp Facilities Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the [provided] form:

Section 4. The City Clerk is hereby directed to give notice of the proposed action on the Five Flags Arena Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the [provided] form:

Section 5. The City Clerk is hereby directed to give notice of the proposed action on the Urban Renewal Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once, not less than ten (10) and not more than twenty (20) days before the date of said meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the [provided] form:

Section 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 3, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Set Public Hearing for Sale of City-Owned Property at 2407 Queen Street: Upon motion the documents were received and filed and Resolution No. 92-23 Intent to dispose of an interest in City of Dubuque Real Estate to Melissa Sarazin, setting a time and place for hearing, and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 17, 2023 in the Historic Federal Building.

**RESOLUTION NO. 92-23
INTENT TO DISPOSE OF AN INTEREST IN
CITY OF DUBUQUE REAL ESTATE TO
MELISSA SARAZIN, SETTING A TIME AND
PLACE FOR HEARING, AND PROVIDING
FOR THE PUBLICATION OF NOTICE
THEREOF**

Whereas, the City of Dubuque, Iowa (City) owns 2407 Queen Street (the Property) legally described as:

Lot 2 of Lot 70 in Plat of Lots 70, 71 and 72 Additional to Stafford's Addition; and Lot 1 of the Subdivision of Lot 69 in Stafford's Addition, being Mineral Lot 321 in the City of Dubuque, Iowa, according to the recorded plat thereof; and

Whereas, the City acquired the property through purchase from the previous owner with the intent of rehabilitation with CDBG Purchase/Rehab/Resale; and

Whereas, it is the recommendation of the Housing and Community Development Department to approve the purchase agreement for the sale to Melissa Sarazin according to the terms and conditions set out in the purchase agreement in the public interest of the City of Dubuque.

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

Section 1. That the City of Dubuque, Iowa, proposes to approve the purchase agreement of the above-described real estate to Melissa Sarazin.

Section 2. That the City Council shall conduct a public hearing on the proposed purchase agreement in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa on the 17th day of April 2023, beginning at 6:30 PM.

Section 3. That the City Clerk be and is hereby authorized and directed to publish notice of the public hearing in the form [provided] hereto, according to law.

Passed, approved, and adopted this 3rd day of April 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitsfelder, City Clerk

3. Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.2: Upon motion the documents were received and filed and Resolution No. 93-23 Authorizing and directing the City Manager to prepare an Amended and Restated Urban Renewal Plan, Version 2023.2 for the Greater Downtown Urban Renewal District and setting the date for a public hearing and consultation on the proposed Amended and Restated Urban Renewal Plan, Version 2023.2 for said district was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on May 1, 2023 in the Historic Federal Building.

**RESOLUTION NO. 93-23
AUTHORIZING AND DIRECTING THE CITY
MANAGER TO PREPARE AN AMENDED
AND RESTATED URBAN RENEWAL PLAN,
VERSION 2023.2 FOR THE GREATER**

**DOWNTOWN URBAN RENEWAL DISTRICT
AND SETTING THE DATE FOR A PUBLIC
HEARING AND CONSULTATION ON THE
PROPOSED AMENDED AND RESTATED
URBAN RENEWAL PLAN, VERSION 2023.2
FOR SAID DISTRICT**

Whereas, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the "Plan" of "Urban Renewal Plan") for the Greater Downtown Urban Renewal District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the Urban Renewal Plan; and

Whereas, City staff has recommended that the Urban Renewal Plan be further amended and restated to add a project to the public purpose activities in the District specifically, Five Flags Center Building Improvements; and

Whereas, Iowa Code Chapter 403 requires that before an Urban Renewal Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth herein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan, Version 2023.2 for the Greater Downtown Urban Renewal District to accomplish the foregoing purposes and objectives, to include in such Amended and Restated Urban Renewal Plan, Version 2023.2 any appropriate project activities and details, to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed Amended and Restated Plan, Version 2023.2.

Section 2. That the City Clerk is directed to publish notice of a public hearing on the adoption of an Amended and Restated Urban Renewal Plan, Version 2023.2 for the Greater Downtown Urban Renewal District to be held on the 1st day of May, 2023, at 6:30 p.m. in the form [provided] hereto. The notice of said hearing shall generally identify the areas covered by the proposed Amended and Restated Urban Renewal Plan, Version 2023.2 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of the public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Director is directed to send by ordinary mail a copy of the proposed Amended and Restated Urban Renewal Plan, Version 2023.2, the notice of public hearing, a notice of consultation,

and, to the extent the Amended and Restated Urban Renewal Plan, Version 2023.2 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District Board of Education and Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved, and adopted this 3rd day of April, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

BOARDS/COMMISSIONS

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

1. Equity and Human Rights Commission: Three, 3-Year terms through January 1, 2026 (Expired terms of Dixon, Durnin, and Kurczek); One, 3-Year term through January 1, 2024 (Vacant term of Branch). Applicants: Pamela Birch, 1550 Butterfields Dr.; Jake Kurczek, 1110 Victoria Pl.; Kristen Leffler, 159 Julien Dubuque Dr.; Lauren Link, 535 West 5th St.; Candace Raymond, 1155 Tressa St.; Enoc Sanchez, 2130 Morningview Rd.; Theresa Sampson Brown, 2285 Clydesdale Crt.; Nina Streauslin, 3904 Cora Dr. This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 9 Commissioners total; currently 1 male/3 females/ 5 openings. *Openings were advertised for 90 days while non-female identifying applicants were sought in adherence with Iowa Code 69.16A Gender Balance. *One additional 3-Year term through January 1, 2024 (Vacant term of Evans) will be presented for applicant review at the May 1, 2023 City Council meeting. This term is being advertised for 90 days while non-female identifying applicants are sought in adherence with Iowa Code 69.16A Gender Balance. City Clerk Breitfelder announced that Equity and Human Rights Commission Chairperson Carla Anderson, 1131 Main St. Apt. 1, submitted written input in support of Mr. Sanchez's application.

2. Park and Recreation Advisory Commission: One, 3-Year term through June 30, 2025 (Vacant term of Wood). Applicants: Shirley Snow, 779 University Ave.; Jason Henkel, 1888 Saint Joseph St.

PUBLIC HEARINGS

1. Submission of Annual Public Housing Agency (PHA) Plan – Federal Fiscal Year 2023

(PHA Fiscal Year 2024) Annual Plan: Motion by Resnick to receive and file the documents and adopt Resolution No. 94-23 Authorizing the Mayor to execute the Certification by State or Local Office of Public Housing Agency (PHA) Plan's Consistency with the Consolidated Plan and approval of the PHA Fiscal Year 2024 Annual Plan. Seconded by Rousell. Anthony Allen, Dubuque NAACP President; and R.R.S. Stewart, 460 Summit St. and 741 W. 3rd St., Dubuque NAACP Treasurer, spoke in opposition to the proposed plan, referencing the United States Department of Housing and Urban Development's (HUD) past conclusion that the city's previous policy on granting preference for housing choice vouchers (HCVs) to local residents was discriminatory. Tom LoGuidice, 786 Stoneridge Pl., expressed concerns that low-income residents cannot find quality housing and provided information on subsidized housing under Section 42. Responding to a question from the City Council, Housing and Community Development Director Alexis Steger stated that the city added 110 affordable housing units last year. Ms. Steger stated that the city has not yet implemented residency preference for HCVs and that the department has ongoing conversations with HUD regarding the proposed residency preference. City Manager Van Milligen stated that HUD authorizes the city for over 1100 HCVs but only funds around 800, and that if the city does not use all of the allocated HCVs then the city may receive less funding the following year. City Manager Van Milligen also stated that HUD provided names of cities that currently have residency preference provisions. City Attorney Brumwell referenced Code of Federal Regulations (CFR): 24 CFR 960.206, which states that residency requirements are prohibited but residency preferences are permitted. City Attorney Brumwell further stated that the plan is renewed on an annual basis and that the City Council has more control over the day-to-day operations of the administrative plan. Ms. Steger stated that the department will receive a Section 8 audit from HUD this June and will also receive eight hours of technical assistance on any topic of their choice, both of which will provide the department with key data and feedback for the plan. City Council members discussed the perceptions of residency preference and whether the plan should include it. City Council members also discussed the need for affordable housing and the importance of maintaining their allocated federal funding for HCVs. Motion carried 5-2 with Resnick and Wethal voting nay.

RESOLUTION NO. 94-23

AUTHORIZING THE MAYOR TO EXECUTE THE CERTIFICATION BY STATE OR LOCAL OFFICE OF PUBLIC HOUSING AGENCY

(PHA) PLAN'S CONSISTENCY WITH THE CONSOLIDATED PLAN AND APPROVAL OF THE PHA FISCAL YEAR 2024 ANNUAL PLAN

Whereas, the U.S. Department of Housing and Urban Development requires submission of the Public Housing Agency (PHA) Plan on an annual basis; and

Whereas, the U.S. Department of Housing and Urban Development requires Certification of the PHA Plan's Consistency with the Consolidated Plan; and

Whereas, the Housing commission held a public meeting to review the Annual Plan on January 31, 2023; and

Whereas, the Resident Advisory Board held a public meeting to review the Annual Plan on February 6, 2023; and

Whereas, the City Council held a public hearing to receive comment on the proposed Public Housing Authority Fiscal Year 2024 Annual Plan on April 3, 2023.

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

Section 1: That the Mayor is hereby authorized and directed to certify the PHA Federal Fiscal Year 2023 Annual Plan's Consistency with the Consolidated Plan; and

Section 2: That the Director of Housing and Community Development is hereby authorized to submit the PHA Annual Plan, and the Certification as required by the U.S. Department of Housing and Urban Development.

Passed, approved, and adopted this 3rd day of April, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution of Approval for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.1: Motion by Resnick to receive and file the documents and adopt Resolution No. 95-23 Approving the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.1. Seconded by Farber. Motion carried 7-0.

**RESOLUTION NO. 95-23
APPROVING THE AMENDED AND RE-
STATED URBAN RENEWAL PLAN FOR THE
GREATER DOWNTOWN URBAN RENEWAL
DISTRICT, VERSION 2023.1**

Whereas, by Resolution 62-23 on March 6, 2023, the City Council of the City of Dubuque, Iowa authorized the preparation of an Amended and Restated Urban Renewal Plan (the "Amended and Restated Plan, Version 2023.1") for the Greater Downtown Urban Renewal District (the "District"); and

Whereas, the City of Dubuque's primary

objective for the Amended and Restated Plan, Version 2023.1, is to provide opportunities which will further economic development purposes and objectives and remediate blighting conditions, and to address these objectives, additional projects are being added as described in the Amended and Restated Plan; and

Whereas, a consultation process has been undertaken with affected taxing entities in accordance with Chapter 403 of the Code of Iowa with no written objections or recommended changes to the Amended and Restated Plan, Version 2023.1, received; and

Whereas, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the proposed Amended and Restated Plan, Version 2023.1.

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

Section 1. That the Amended and Restated Urban Renewal Plan, Version 2023.1, for the Greater Downtown Urban Renewal District, on file in the City Clerk's Office and made reference to herein, is hereby approved.

Section 2. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

Passed, approved, and adopted this 3rd day of April, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Public Hearing for Sale of City-Owned Property at 612 Lincoln Avenue: Motion by Sprank to receive and file the documents and adopt Resolution No. 96-23 Disposing of city interest in real property at 612 Lincoln, in the City of Dubuque, Iowa. Seconded by Jones. Motion carried 7-0.

**RESOLUTION NO. 96-23
DISPOSING OF CITY INTEREST IN REAL
PROPERTY AT 612 LINCOLN, IN THE CITY
OF DUBUQUE, IOWA**

Whereas, the City Council, by Resolution No. 71-23, dated March 20, 2023, declared its intent to dispose of City interest in real property located at 612 Lincoln Avenue (the Property) legally described as:

Southwesterly Half of Lot 53 and Lot 1 of Lot 54 in Cook's Addition to the City of Dubuque, Iowa, according to the recorded plat thereof; and

Whereas, pursuant to published notice, a public hearing was held on the proposed disposition on April 3, 2023, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

Whereas, it is the determination of the City Council that approval of the purchase

agreement for the sale to Affordable Housing Network, Inc. according to the terms and conditions set out in the purchase agreement is in the public interest of the City of Dubuque.

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

Section 1. The purchase agreement by and between the City of Dubuque and Affordable Housing Network, Inc. for the sale of the Property, a copy [provided] hereto, is hereby authorized to be executed by the Mayor.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute a Special Warranty Deed, conveying the City's interest in the Property to Affordable Housing Network, Inc.

Section 3. That the City Clerk is hereby authorized and directed to cause said Special Warranty Deed to be delivered to the City Attorney's Office, together with a certified copy of the Resolution.

Passed, approved, and adopted this 3rd day of April 2023.

Brad M. Cavanagh, Mayor

Attest Adrienne N. Breitfelder, City Clerk

PUBLIC INPUT

Jim Gantz, 12241 Forest Meadow Dr., spoke regarding his Union Park Place Town Apartments and Townhomes Development Plan that he submitted to the city and the proposed access to the property on the Northwest Arterial.

ACTION ITEMS

1. Subdivision Development Agreement for a Portion of Asbury Plaza Subdivision along Plaza Drive to be known as Asbury Plaza No. 22: Motion by Roussell to receive and file the documents and adopt Resolution No. 97-23 Approving a Subdivision Development Agreement for a portion of Asbury Plaza by and among the City of Dubuque, Iowa, Talon Development, LLC, Eagle Construction, Inc., and Fox Hills Apartments, LLC. Seconded by Wethal. Motion carried 7-0.

RESOLUTION NO. 97-23 APPROVING A SUBDIVISION DEVELOPMENT AGREEMENT FOR A PORTION OF ASBURY PLAZA BY AND AMONG THE CITY OF DUBUQUE, IOWA, TALON DEVELOPMENT, LLC, EAGLE CONSTRUCTION, INC., AND FOX HILLS APARTMENTS, LLC

Whereas, the City of Dubuque is party to a Subdivision Development Agreement by and among the City of Dubuque, Iowa, an Iowa municipal corporation (City), Talon, LLC, a South Dakota Limited Liability Company, d/b/a Talon Development (as Developer), Eagle

Construction, Inc., a South Dakota Corporation (as Contractor), and Fox Hills Apartments, LLC, a South Dakota Limited Liability Company (as Owner), dated March 30, 2023, for construction of public improvements and the dedication of public street right of way and associated easements over Lot 1 of Asbury Plaza No. 21, in the City of Dubuque, in conjunction with the Fox Hills residential subdivision project to be known as Asbury Plaza No. 22; and

Whereas, the developer desires to construct and provide subdivision improvements including streets with longitudinal subdrains and concrete curb and gutter, a paved cul-de-sac, sanitary sewer mains, water mains, a storm water detention basin, storm sewers and catch basins, boulevard street lighting, fiber optic conduit and vaults, accessible sidewalk ramps, concrete sidewalks, and appropriate erosion control devices, to the site and will need to construct and carry out any other activities associated with the project in accordance with City plans and specifications; and

Whereas, upon completion of the project, the developer wishes to dedicate the public Project improvements, street right of ways, storm water detention basin lot, and associated easements to the City; and

Whereas, the City of Dubuque has reviewed and approved the design and construction plans, and has reviewed and approved the dedication of right of way and easement plats, for said public improvements as required by the Subdivision Development Agreement; and

Whereas, Talon, LLC, a South Dakota Limited Liability Company, d/b/a Talon Development (Developer), Eagle Construction, Inc., a South Dakota Corporation (Contractor), and Fox Hills Apartments, LLC, a South Dakota Limited Liability Company (Owner) have executed the Subdivision Development Agreement.

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

Section 1. The Subdivision Development Agreement [provided] hereto is hereby approved and the City Manager is authorized to execute said agreement on behalf of the City.

Passed, approved, and adopted this 3rd day of April 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Work Session Request: Flock Safety Automated License Plate Reader Presentation: Motion by Jones to receive and file the documents and schedule the work session for 5:15 p.m. on Monday, May 15, 2023. Seconded by Resnick. No schedule conflicts were expressed. Motion carried 7-0.

3. Rightsize Your Trash Cart Video: Motion by Roussell to receive and file the documents and view the video. Seconded by Farber. Media Services showed a video on rightsizing your trash cart that was launched in advance of the citywide deployment of 35-gallon carts in early April. The video was produced by Media Services staff in the Public Information Office and can be viewed at: <https://youtu.be/-8VuB3EiyGk>. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Mayor Cavanagh and Council Members Farber, Jones, and Wethal reported on the City Council's recent trip to Washington, D.C. to meet with federal legislators and agencies.

Mayor Cavanagh and Council Member Jones also reported on the recent severe weather. Additionally, Council Member Jones reported on receiving a book on Ted Ellsworth from a group of residents advocating that Pyatigorsk Park be renamed in honor of Ted Ellsworth. Council Member Jones stated he was unable to accept the book due to the Gift Law provision of Iowa Code but has provided it to Carnegie-Stout Public Library for public view.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:20 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with the City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:14 p.m. stating that staff had been given proper direction.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:14 p.m.

/s/Adrienne N. Breitfelder, City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on April 17, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. Presentation of the Iowa Park and Recreation Association Claude Ahrens Community Service Award to Park and Recreation Commission member Jennifer Tigges: Leisure Services Manager Marie Ware recognized Park and Recreation Commission member Jennifer Tigges for receiving the Iowa Park and Recreation Association Claude Ahrens Community Service Award.

2. COVID-19 Update: Public Health Director Mary Rose Corrigan and Public Information Officer Randy Gehl provided an after-action report on the COVID-19 pandemic and response activities. First report given on March 16, 2020, last report given on this day, April 17, 2023. City Council Members thanked city staff for their efforts throughout the pandemic.

PROCLAMATION(S)

1. Arbor Day (April 28, 2023) was accepted by Tom Kramer on behalf of Dubuque Trees Forever.

2. No Mow May (May 2023) was accepted by Jennifer Agee and Jane Agee on behalf of No Mow May Dubuque.

3. Building Safety Month (May 2023) was accepted by Tom Townsend on behalf of the Housing and Community Development Department and the Building Code Advisory and Appeals Board.

CONSENT ITEMS

City Manager Van Milligen requested Item No. 3 be removed from the meeting. Responding to a question, City Attorney Brumwell stated that the item could be removed by City Council consensus. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated except for Item No. 3. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: Building Code Advisory and Appeals Board of 3/2/23; City Council Proceedings of 4/3/23; Resilient Community Advisory Commission of 4/6/23; Parks and Recreation Commission of 3/21/23; Zoning Board of Adjustment of 3/23/23; Zoning Advisory Commission of 04/05/23; Proof of Publication for City Council Proceedings of 3/20/23, 3/21/23, 3/22/23, and 3/23/23. Upon motion the documents were received and filed.

2. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 98-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 98-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

DUBUQUE, IOWA THAT:

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

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

Passed, approved, and adopted this 17th day of April, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Sustainable Dubuque Grant Recommendations: This item was removed from the meeting.

4. Recommendation to Reallocate National Endowment of the Arts American Rescue Plan Act Funds from Underutilized Budgeted Line Items to Supplement the Creative Empowerment Subgrant Program: Upon motion the documents were received, filed, and approved.

5. National League of Cities City Inclusive Entrepreneurship \$15,000 Implementation Grant Award Update: Upon motion the documents were received and filed.

6. 2021 Traffic Deaths Article: Upon motion the documents were received and filed.

7. Approval of Preconstruction Agreement for South Grandview US 61-151 Bridge Replacement: Upon motion the documents were received and filed, and Resolution No. 106-23 Approving a Preconstruction Agreement (No. 2023-12-047) with the Iowa Department of Transportation for the South Grandview Bridge Over US Highway 61-151 Bridge Replacement Project was adopted.

**RESOLUTION NO. 106-23
APPROVING A PRECONSTRUCTION AGREEMENT (NO. 2023-12-047) WITH THE IOWA DEPARTMENT OF TRANSPORTATION FOR THE SOUTH GRANDVIEW BRIDGE OVER US HIGHWAY 61-151 BRIDGE REPLACEMENT PROJECT**

Whereas, the Iowa Department of Transportation is proceeding with a project to completely reconstruct the bridge which carries South Grandview Avenue over US Highway 61-151; and

Whereas, as part of the bridge replacement

project, both the east and west sides of the bridge are under the jurisdiction of the City, and those South Grandview pavement segments will be reconstructed as part of the project; and

Whereas, upon completion of construction, the City agrees to accept ownership, retain jurisdiction, and assume responsibility for all future maintenance operations associated with the segments of South Grandview that are reconstructed, all at no additional expense or obligation to the Iowa DOT.

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

Section 1. That said Preconstruction Agreement with the Iowa Department of Transportation for the South Grandview Bridge over US Highway 61-151 Bridge Replacement Project is hereby approved.

Section 2. That the Mayor be authorized and directed to execute said Preconstruction Agreement with the Iowa Department of Transportation for the South Grandview Bridge over US Highway 61-151 Bridge Replacement Project.

Passed, approved, and adopted this 17th day of April 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Acceptance of North Cascade Road Reconstruction Project: Upon motion the documents were received and filed, and Resolution No. 107-23 Accepting the North Cascade Road Reconstruction Project, Phase 1 from the bridge over Catfish Creek to Edval Lane, Iowa DOT Project No. STBG-SWAP-2100 (669)--SG-31 and authorizing the final payment to the contractor was adopted.

**RESOLUTION NO. 107-23
ACCEPTING THE NORTH CASCADE ROAD
RECONSTRUCTION PROJECT, PHASE 1
FROM THE BRIDGE OVER CATFISH CREEK
TO EDVAL LANE, IOWA DOT PROJECT NO.
STBG-SWAP-2100 (669)--SG-31 AND AU-
THORIZING THE FINAL PAYMENT TO THE
CONTRACTOR**

Whereas, the public improvement contract for the North Cascade Road Reconstruction Project, Phase 1 from the bridge over Catfish Creek to Edval Lane, Iowa DOT Project No. STBG-SWAP-2100 (669)--SG-31 (the Project) has been completed by the Contractor, Top Grade Excavating, Inc. (Contractor), and the City Engineer has examined the work and signed a certificate stating that the Project has been completed according to the terms of the Public Improvement Contract and that the City Engineer recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$1,617,366.68; and

Whereas, the Contractor has previously been paid \$1,588,648.95, leaving a balance of \$28,717.73; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Director of Finance and Budget is hereby directed to pay the balance of the retainage of \$28,717.73 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved, and adopted the 17th day of April 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. Approval of Plat of Survey Lot 1 & Lot 2 of Boys and Girls Club Place, 1299 Locust Street, and 1257 Locust Street: Upon motion the documents were received and filed, and Resolution No. 108-23 Approving the Plat of Survey of: Lot 1 & Lot 2 of Boys and Girls Club Place in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 108-23
APPROVING THE PLAT OF SURVEY OF:
LOT 1 & LOT 2 OF BOYS AND GIRLS CLUB
PLACE IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Plat of Survey: Lot 1 & Lot 2 of Boys and Girls Club Place in the City of Dubuque, Iowa; and

Whereas, the Simple Subdivision has been examined by the Zoning Advisory Commission and its approval has been endorsed thereon; and

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

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

Section 1. That Section 11-7 B (3) of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, allows the Zoning Advisory Commission and City Council to waive bulk regulations for simple subdivisions.

Section 2. That the Zoning Advisory Commission is recommending approval to allow a 0' side yard setback and waive the minimum 3' required side yard setback in an OR-Office Residential zoning district.

Section 3. That the Plat of Survey of Lot 1 & Lot 2 of Boys and Girls Club Place in the City

of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Plat of Survey.

Passed, approved, and adopted this 17th day of April 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

10. Approval of Final Plat of Valentine Place No. 4: Upon motion the documents were received and filed, and Resolution No. 109-23 Approving the Final Plat of Valentine Place No. 4, in the City of Dubuque and in Dubuque County, Iowa was adopted.

**RESOLUTION NO. 109-23
APPROVING THE FINAL PLAT OF VALENTINE PLACE NO. 4, IN THE CITY OF DUBUQUE & IN DUBUQUE COUNTY, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Valentine Place No. 4 in the City of Dubuque & in Dubuque County, Iowa that is within the City's 2-mile extraterritorial jurisdiction and a portion that is located within the City of Dubuque; and

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

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

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

Section 1. That the Final Plat of Valentine Place No. 4, in the City of Dubuque & in Dubuque County, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

Passed, approved, and adopted this 17th day of April 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

11. Pre-Annexation Agreement - 10400 Timothy Street, Dubuque County with Gary F., and Ann M. Kluesner: Upon motion the documents were received and filed, and Resolution No. 110-23 Approving a Pre-Annexation Agreement between the City of Dubuque and Gary F. and Ann M. Kluesner was adopted.

**RESOLUTION NO. 110-23
APPROVING A PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND GARY F. AND ANN M. KLUESNER**

Whereas, Gary F. and Ann M. Kluesner, the owner of the following described property located at 10400 Timothy Street in Dubuque

County, Iowa (the Property) have submitted to the City Council of the city of Dubuque an application for voluntary annexation of the Property to the City of Dubuque:

Lot 3, in "Twin Ridge Subdivision No. 2", in Table Mound Township, Dubuque County, Iowa, According to the Plat Recorded as Instrument No. 7519-75, Records of Dubuque County, Iowa. Subject to Easements and Agreements of Record, Together With a Non-Exclusive Easement for Ingress and Egress Over and Across all Roadways Platted in Twin Ridge Subdivision and Twin Ridge Subdivision No. 2 in Table Mound Township, Dubuque County, Iowa.

Whereas, Gary F. and Ann M. Kluesner have entered into a Pre-annexation Agreement with the City of Dubuque, a copy of which is [provided] hereto governing the future annexation of the Property; and

Whereas, the Property is not subject to an existing annexation moratorium; and

Whereas, the Property does not include any state or railroad property; and

Whereas, Iowa Code Section 368.7 authorizes the voluntary annexation of property in Dubuque County, Iowa, and the extension of city limits by voluntary annexation; and

Whereas, the annexation of the Property is consistent with the Comprehensive Plan of the City of Dubuque, necessary for the future orderly growth and development of the City of Dubuque, and will promote efficient and cost-effective extension of municipal services; and

Whereas, the City Council finds that the annexation of the Property is in the public interest.

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

Section 1. The Pre-annexation Agreement by and between Gary F. and Ann M. Kluesner and the City of Dubuque is hereby approved.

Passed, approved, and adopted this 17th day of April 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

12. Signed Contracts for 812 Garfield and 514 Angella Projects: Upon motion the documents were received, filed, and approved.

13. Signed Contract(s): Upon motion the documents were received and filed.

14. First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Switch Development, LLC.: Upon motion the documents were received and filed, and Resolution No. 111-23 Approving the First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Switch Development, LLC was adopted.

**RESOLUTION NO. 111-23
APPROVING THE FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT BY AND BE-
TWEEN THE CITY OF DUBUQUE, IOWA
AND SWITCH DEVELOPMENT, LLC**

Whereas, City and Developer entered into that certain Development Agreement dated February 7, 2023 (Agreement) with respect to the matters specified therein; and

Whereas, City and Developer desire to amend the Agreement as set forth in the [provided] First Amendment.

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

Section 1. The First Amendment to Development Agreement is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized and directed to sign the First Amendment on behalf of the City of Dubuque.

Passed, approved, and adopted this 17th day of April, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

15. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 112-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 112-23
APPROVING APPLICATIONS FOR RETAIL
ALCOHOL LICENSES, AS REQUIRED BY
CITY OF DUBUQUE CODE OF ORDI-
NANCES TITLE 4 BUSINESS AND LICENSE
REGULATIONS, CHAPTER 2 LIQUOR CON-
TROL, ARTICLE B LIQUOR, BEER AND
WINE LICENSES AND PERMITS**

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

Renewals

Catfish Charlie's, 1630 East 16th St.

Frannie's BBQ, LLC, 1850 Central Ave.

Gino's East of Dubuque, 333 East 10th St., Suite 110

Ichiban Hibachi Steakhouse and Sushi Bar, 3187 University Ave.

L. May Eatery, 1072 Main St.

Marco's Italian American Foods, 2022 Central Ave.

Paro Food Mart, 3200 Central Ave.

Shot Tower Inn, 390 Locust St.

Stone Cliff Winery, Inc., 600 Star Brewery Dr., Suite 100

Special Event(s) per Special Event Application Submittal

Carlos O'Kelly's Mexican Café 5-2-23 to 5-6-23, Parking Lot at 1355 Associates Dr.

Dubuque Jaycees 5-7-23 to 5-11-23, 7th & Jackson to 9th and Jackson + East 8th St. to Elm St.

Q Casino and Hotel 5-24-23 to 5-28-23, Back Parking Lot at 1855 Greyhound Park Rd.

Passed, approved, and adopted this 17th day of April 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

16. Resolution Approving the Consent to Assignment and Assumption Agreement Between the Hotel Dubuque L.L.C., and Novelty Iron Landlord, LLC and Approving the Eight Amendment to Development Agreement Between and among the City of Dubuque, Iowa, The Hotel Dubuque L.L.C., and Novelty Iron Landlord, LLC: Upon motion the documents were received and filed, and Resolution No. 113-23 Approving the Consent to Assignment and Assumption Agreement between the Hotel Dubuque L.L.C., and Novelty Iron Landlord LLC and approving the Eighth Amendment to Development Agreement between and among the City of Dubuque, Iowa, the Hotel Dubuque L.L.C., and Novelty Iron Landlord LLC was adopted.

**RESOLUTION NO. 113-23
APPROVING THE CONSENT TO ASSIGN-
MENT AND ASSUMPTION AGREEMENT
BETWEEN THE HOTEL DUBUQUE L.L.C.,
AND NOVELTY IRON LANDLORD LLC AND
APPROVING THE EIGHTH AMENDMENT TO
DEVELOPMENT AGREEMENT BETWEEN
AND AMONG THE CITY OF DUBUQUE,
IOWA, THE HOTEL DUBUQUE L.L.C., AND
NOVELTY IRON LANDLORD LLC**

Whereas, the City of Dubuque, Iowa and Warehouse Trust, LLC, entered into a Development Agreement, dated for reference purposes the 17th day of June 2013, as amended, which Development Agreement was subsequently assigned by Warehouse Trust, LLC to Novelty Landlord LLC with the consent of the

City; and

Whereas, there have been seven prior amendments to the Development Agreement, namely: First Amendment, dated the 21st day of August 2013; Second Amendment, dated the 6th day of January, 2014; Third Amendment. Dated the 16th day of March, 2015; Fourth Amendment, dated the 21st day of December, 2015; Fifth Amendment, dated the 19th day of June, 2017; Sixth Amendment, dated the 4th day of October, 2022 and a Seventh Amendment, dated the 3rd of January, 2023; and

Whereas, the Development Agreement pertains to Property now comprised of Condominium Units and legally described as follows:

Unit 1, Unit 2, and Unit 3 of Novelty Iron Works Condominiums located on Lot 1 of Lot 1 of Center City Place #2, in the City of Dubuque, Iowa, according to Declaration of Submission to Horizontal Property Regime, Instrument #2014-2934 and the recorded Plat thereof (hereinafter "Unit 1", "Unit 2", and "Unit 3", and together with all corresponding common areas, collectively, the "Property"; and

Whereas, Novelty Landlord LLC and The Hotel Dubuque L.L.C. previously entered an Assignment and Assumption of Contract Rights and Obligations, dated as of September 15, 2022 and consented to by the City on September 20, 2022, pursuant to which Novelty Landlord LLC agreed to assign the Development Agreement to The Hotel Dubuque L.L.C. (the "Contemplated Prior Assignment"), contingent and effective upon closing under a Purchase and Sale Agreement whereby The Hotel Dubuque L.L.C. would acquire the entire Property from Novelty Landlord LLC (the "Prior Purchase Agreement"); and

Whereas, closing under the Prior Purchase Agreement has not occurred and, accordingly, the Contemplated Prior Assignment has not been consummated; and

Whereas, the Sixth Amendment and Seventh Amendment anticipated the Contemplated Prior Assignment, and the effect of such amendments was necessarily dependent upon consummation of the Contemplated Prior Purchase Agreement; and

Whereas, Novelty Landlord LLC and The Hotel Dubuque L.L.C. have Amended and Restated the Prior Purchase Agreement to provide for The Hotel Dubuque L.L.C. acquisition of Unit 3 from Novelty Landlord LLC (the "Unit 3 Acquisition"); and

Whereas, concurrent with this Amendment, the parties are rescinding the Contemplated Prior Assignment Agreement and entering the Partial Assignment and Assumption of Contract Rights and Obligations [provided] hereto as Exhibit A, subject to City's consent thereto, in order to provide for partial assignment of the

Development Agreement pertaining to Unit 3, upon the Unit 3 Acquisition; and

Whereas, as further set forth in the Eighth Amendment to Development Agreement, the parties also desire to amend the Development Agreement to (a) clarify the rights and obligations of the parties following the [provided] Partial Assignment and Assumption of Contract Rights and Obligations, and (b) to explicitly rescind the Sixth Amendment and the Seventh Amendment.

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

Section 1. The City consents to the [provided] Assignment and Assumption of Contract Rights and Obligations.

Section 2. The City approves the [provided] Eighth Amendment to Development Agreement.

Section 3. The Mayor and City Clerk are hereby authorized and directed to execute the Consent to Assignment and Assumption of Contract Rights and Obligations and the Eighth Amendment to Development Agreement.

Passed, approved, and adopted this 17th day of April, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

17. Final Plat of Asbury Plaza No. 22: Upon motion the documents were received and filed, and Resolution No. 114-23 Authorizing approval of the Final Plat of Asbury Plaza No. 22, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 114-23
AUTHORIZING APPROVAL OF THE FINAL
PLAT OF ASBURY PLAZA NO. 22, IN THE
CITY OF DUBUQUE, IOWA**

Whereas, the City of Dubuque, Iowa, an Iowa municipal corporation, Talon, LLC, a South Dakota Limited Liability Company, d/b/a Talon Development, Eagle Construction, Inc., a South Dakota Corporation, and Fox Hills Apartments, LLC, a South Dakota Limited Liability Company have entered into a Subdivision Development Agreement For Fox Hills Subdivision to be known as Asbury Plaza No. 22 (Talon, LLC, Eagle Construction, Inc., and Fox Hills Apartments, LLC are collectively referred to herein as the Project Team); and

Whereas, Blue Sky, Inc., Roger Cherland and Cheryl Cherland, and Fox Hills Apartments, LLC (collectively referred to herein as the Owner) are the owners of the property legally described as Lot 1 and Lot 2 of Asbury Plaza No. 21, which is being subdivided and is to be known as Asbury Plaza No. 22; and

Whereas, there has been filed with the City Clerk a Final Plat of Asbury Plaza No. 22, in the City of Dubuque, Iowa; and

Whereas, upon said final plat appear public

streets to be known Plaza Drive, Plaza Court, and North Plaza Loop (all in Lot A), which the Owner by said final plat has dedicated to the public forever; and

Whereas, upon said final plat appear certain public utility, storm drainage, and emergency services access easements, which the Owner by said final plat has dedicated to the public forever; and

Whereas, upon said final plat appears Lot B (for Storm Water Detention), and certain water main, sanitary sewer, storm sewer, street and utility, and temporary cul-de-sac easements, which the Owner by said final plat has dedicated to the City of Dubuque forever; and

Whereas, said final plat has been reviewed by the City Planner and his approval has been endorsed thereon, subject to the Project Team and Owner agreeing to the conditions specified herein; and

Whereas, said final plat has been examined by the City Council and the City Council find the final plat conforms to the applicable statutes and ordinances, except that streets and public utilities have not yet been completely constructed or installed.

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

Section 1. That the dedication of Plaza Drive, Plaza Court, and North Plaza Loop (all in Lot A), and Lot B (Storm Water Detention Basin), together with certain water main, sanitary sewer, storm sewer, street and utility, and temporary cul-de-sac easements, as they appear on said final plat, to the City of Dubuque be and the same are hereby accepted; and

Section 2. That the Final Plat of Asbury Plaza No. 22 is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa, upon said final plat, provided the Project Team herein named, execute their written acceptance of the [provided] conditions, and further agree:

- a. To reduce the unimproved portions of Plaza Drive, Plaza Court, and North Plaza Loop (all in Lot A) to grade and to construct longitudinal sub-drain, concrete curb and gutter with asphaltic concrete pavement or with Portland Cement concrete pavement with integral curb, and temporary cul-de-sacs, all in accordance with the City of Dubuque standard specifications in a manner acceptable to the City Engineer, in conformance with construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer. The existing portions of Plaza Drive, Plaza Court, and North Plaza Loop shall receive the final lift of Bituminous pavement with repair of

broken curb and gutter, and temporary cul-de-sac to receive bituminous without curb and gutter, all in accordance with the City's standard specifications in a manner acceptable to the City Engineer, in conformance with construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer

- b. Where not currently installed, to install sanitary sewer mains and sewer service laterals into each individual lot, water mains and water service laterals into each individual lot, storm water detention basins, storm sewers and catch basins, boulevard street lighting, fiber optic conduit and vaults, and erosion control devices all in accordance with the City of Dubuque standard specifications in a manner acceptable to the City Engineer, and in accordance with construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer.
- c. To construct accessible sidewalk ramps at each intersection and street crossings in accordance with City of Dubuque Standards and Specifications, all in a manner acceptable to the City Engineer, and in accordance with the construction improvement plans approved by the City Engineer and inspected and approved by the City Engineer.
- d. To construct accessible concrete sidewalk across Lot B of Asbury Plaza No. 22 along the frontage of Plaza Drive in accordance with the City's standards and specifications, all in a manner acceptable to the City Engineer, and in accordance with the construction improvement plans approved by the City Engineer after 80% of the buildings related to the Project receive a certificate of occupancy.
- e. The Project Team, at its sole cost, will be responsible for bringing all existing public improvements that did not pass inspection, were defective, or were in need of repair, as detailed in section 1.5 of the Subdivision Development Agreement For Fox Hills Subdivision, approved per City Resolution No. 97-23, at the City's sole discretion, up to City standards before acceptance by the City.
- f. To construct the improvements outlined in (a), (b), (c), (d) and (e), above within two (2) years from the date of acceptance of this resolution, at the sole expense of the Project Team, or future owner. Notwithstanding the foregoing, if the completion of the improvements set

forth above is delayed due to any Force Majeure conditions, or by any other like event or condition beyond the reasonable control of the Project Team, and the Project Team provides written notice of such Force Majeure event within ninety (90) days of the end of the two (2) year period described in this clause, then the City shall toll the obligations of the Development Agreement on a day-for-day basis for the period of delay or suspension. For purposes of this provision, "Force Majeure" shall mean any delay caused by damage or destruction by fire or other casualty, or by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations (beyond the control of the City), war, riots, insurrections, epidemics or pandemics that trigger the issuance of a gubernatorial disaster declaration by the Governor of the State of Iowa, the act or failure to act of the other party, adverse weather conditions preventing the performance of work, or other reason beyond such party's control, and in such case, the time for performance of such act shall be extended for a period equivalent to the period of such delay.

- g. To maintain the improvements outlined in (a), (b), (c), and (d) above for a period of two (2) years from the date of the acceptance of those improvements by the City Council of the City of Dubuque, Iowa, at the sole final expense of the Project Team, or future owner.
- h. To provide security for the performance of the foregoing conditions specified in this Section, in an amount of 110% of the estimated costs of the improvements outlined in (a), (b), (c), and (d) above, in such form and with such sureties as per the Subdivision Development Agreement For Fox Hills Subdivision, approved per City Resolution No. 97-23, and as may be acceptable to the City Manager of the City of Dubuque, Iowa.

Section 3. That sidewalk installation shall be the responsibility of each lot owner for each lot abutting the public rights-of-way, including lots with multiple frontages, as required by City Code Chapter 10-1-2 (Sidewalk Installation and Repair).

Section 4. That the Project Team must construct and maintain erosion and sediment control devices on the Site which minimize erosion and prevent sediment from leaving the Site. The Project Team shall also be responsible for maintenance of the detention facility in Lot B of Asbury Plaza No. 22 until 80% of the lots in the Site area, which drain into said detention

facility, have been fully developed and adequate erosion control measures, as approved by the City Engineer, have been installed on the remaining 20% of said lots. Maintenance of the detention facility and Lot B of Asbury Plaza No. 22 shall include general property maintenance, removal of sediment and other debris caused by construction activities on the Site and reshaping and reseeded of disturbed areas. After said 80% lots on the Site are developed and the detention facility is found to be in general conformance with the improvement plans, inspection, administration, and maintenance expenses incurred by the City for the storm water detention facility on Lot B of Asbury Plaza No. 22 shall be assessed against the benefiting property owners, except the City, in Fox Hills Addition, as indicated on the preliminary plats thereof, in equal amounts. The City Manager shall certify such costs to the City Clerk, who in turn shall promptly certify such costs to the Dubuque County Treasurer, and such costs shall then be collected with and in the same manner as general property taxes in accordance with provisions of law.

Section 5. That the Project Team must maintain the temporary cul-de-sacs on of Plaza Drive, Plaza Court, and North Plaza Loop, except for snow removal and deicing, until such time as the development of the adjacent property begins or Project Team designs and constructs permanent cul-de-sac improvements to current City Standards and dedicates said improvements and an appropriate right of way to the City.

Section 6. The Project Team shall design, construct, and maintain a privately owned redundant water main loop and a secondary/emergency access roadway, and grant appropriate associated easements, all per Sections 1.7 and 1.8 of the Subdivision Development Agreement For Fox Hills Subdivision, approved per City Resolution No. 97-23.

Section 7. Previously Installed Public Improvements. The Project Team shall be responsible for meeting all requirements (including repairs and maintenance) for any existing improvements installed prior to the date of this resolution that are to be dedicated to the City for ownership and maintenance. This responsibility, which is guaranteed by the Project Team, shall continue from the date of this Subdivision Development Agreement For Fox Hills Subdivision, approved per City Resolution No. 97-23, until the last certificate of occupancy is issued for the Project. City reserves the right to add any testing requirements for acceptance of improvements as it deems reasonably necessary. All reporting, documentation, and testing requirements will be to the exclusive and reasonable satisfaction of City. Notwithstanding the foregoing, the City shall not require any repairs, improvements, or replacements for any

existing improvements which: (a) were previously approved by the City and are in good working order; and (b) are not reasonably required for the overall operation of the system for which such improvement is a part.

Section 8. The Project Team and/or the Project's contractor will not be responsible for or warranty trees or other plant materials selected or planted by others. Notwithstanding the foregoing, the planting of street trees shall be coordinated with the City's Urban Forester. The tree(s) will be planted by the Project Team. Any tree(s) planted within the street right-of-way (including location and species) must be approved by the City's Urban Forester.

Section 9. That the final acceptance of the public improvements shall only occur upon certification of the City Engineer to the City Council that the public improvements have been completed in accordance with the approved improvement plans and City standards and specifications and accepted by City Council Resolution.

Section 10. That in the event the Project Team fails to execute the acceptance and furnish the guarantees provided hereof within 180 days after the date of this Resolution, the provisions hereof shall be null and void and the acceptance of the dedication and approval the plat shall not be effective.

Section 11. Inspection and Acceptance. The City will inspect any yet to be constructed public Project improvements throughout its implementation and at its completion to ensure compliance with the approved plans and specifications. The Project Team must pay to the City an inspection fee in the amount of three percent (3%) of the estimated construction cost for the yet to be constructed City streets and infrastructure improvements therein only. The City will conduct a periodic inspection of the completed sections of the public Project infrastructure. As individual sections of the public Project infrastructure are inspected and deemed substantially complete, the securities required can be reduced as detailed in Section 3.2 above. If the inspection establishes that the public Project infrastructure has been completed in accordance with the approved plans and City requirements and specifications, the Project will be accepted by City Council.

Passed, approved, and adopted this 17th day of April 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breifelder, City Clerk

ACCEPTANCE OF RESOLUTION NO.114 -23

I, the undersigned, Robert Smith, representing Talon, LLC, having read the terms and conditions of the Resolution No. 114-23 and being familiar with the conditions thereof hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this 17th day of April 2023.

/s/Robert Smith, Talon, LLC

ACCEPTANCE OF RESOLUTION NO.114 -23

I, the undersigned, Josh Kruger, representing Eagle Construction, Inc., having read the terms and conditions of the Resolution No.114 -23 and being familiar with the conditions thereof hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this 17th day of April 2023.

/s/Josh Kruger, Eagle Construction, Inc.

ACCEPTANCE OF RESOLUTION NO.114 -23

I, the undersigned, Josh Kruger, representing Fox Hills Apartments, LLC, having read the terms and conditions of the Resolution No.114 -23 and being familiar with the conditions thereof hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this 17th day of April 2023.

/s/Josh Kruger, Fox Hills Apartments, LLC

ACCEPTANCE OF RESOLUTION NO.114 -23

I, the undersigned, Roger Cherland, representing Blue Sky, INC., having read the terms and conditions of the Resolution No.114 -23 and being familiar with the conditions thereof hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this 20th day of April 2023.

/s/Roger Cherland, Blue Sky, INC.

ACCEPTANCE OF RESOLUTION NO.114 -23

I, the undersigned, Roger Cherland and Cheryl Cherland, having read the terms and conditions of the Resolution No.114 -23 and being familiar with the conditions thereof hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this 20th day of April 2023.

/s/ Roger Cherland

/s/Cheryl Cherland

ITEMS SET FOR PUBLIC HEARING

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

1. Resolution Setting a Public Hearing on the Proposed First Amendment to Development Agreement by and between the City of Dubuque and Seippel Warehouse, LLC providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion

the documents were received and filed and Resolution No. 115-23 Setting a public hearing on the First Amendment to Development Agreement between the City of Dubuque, Iowa and Seippel Warehouse, LLC was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on May 1, 2023 in the Historic Federal Building.

**RESOLUTION NO. 115-23
SETTING A PUBLIC HEARING ON THE
FIRST AMENDMENT TO DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF
DUBUQUE, IOWA AND SEIPPEL WARE-
HOUSE, LLC**

Whereas, the City of Dubuque (City) and Seippel Warehouse, LLC (Developer) previously entered into a Development Agreement dated February 20, 2023, for the development of real estate legally described as:

Lot 2 of Dubuque Center South First Additions, City of Dubuque, Iowa: (the "Initial Property"); and

Whereas, Developer desires to acquire additional real estate adjoining the Initial Property described as follows:

Lot 2 of Lot 3 of Dubuque Industrial Center South First Addition, Dubuque Iowa (the "Wilming Property"); and
Lot 2 in Brehm Acres Plat 3, Dubuque, Iowa (the "Brehm Property") (the "Property") all of which shall be combined in a consolidated plat; and

Whereas, Developer intends to expand the size of the warehouse to be constructed on the Initial Property, to extend the structure over portions of the Brehm Property and to obtain access to the structure over the Wilming Property; and

Whereas, the parties desire to amend the Development Agreement to include the Wilming Property and the Brehm Property in the definition of Property in the Development Agreement and to otherwise modify the Development Agreement to accommodate additional property; and

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

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

Section 1. That the City Council intends to approve the First Amendment to Development Agreement by and between the City of Dubuque and Seippel Warehouse, LLC, a copy of which is [provided] hereto.

Section 2. The City Clerk is hereby authorized and directed to cause this Resolution and a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to enter into a First Amendment to Development Agreement by and between the

City of Dubuque and Seippel Warehouse, LLC, to be held on the 1st day of May, 2023 at 6:30 p.m. in the form [provided] hereto.

Section 3. The City Council will also meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the First Amendment to Development Agreement relating thereto with Seippel Warehouse, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Dubuque Industrial Center Economic Development District, consisting of the funding of economic development grants to Seippel Warehouse, LLC, pursuant to the Development Agreement under the terms and conditions of said Urban Renewal Plan. It is expected that the aggregate amount of the Tax Increment Revenue obligations will be approximately \$4,803,760.

Section 4. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the disposal of the City's interest in the Property and the issuance of said obligations.

Section 5. That the notice of the proposed action shall be in substantially the form [provided] hereto.

Passed, approved, and adopted this 17th day of April, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. Equity and Human Rights Commission: Three, 3-Year terms through January 1, 2026 (Expired terms of Dixon, Durnin, and Kurczek); One, 3-Year term through January 1, 2024 (Vacant term of Branch). Applicants: Pamela Birch, 1550 Butterfields; Michaela Freiburger, 1718 Diane Crt. (Additional Applicant); Jake Kurczek, 1110 Victoria Pl.; Kristen Leffler, 159 Julien Dubuque Dr.; Lauren Link, 535 West 5th St.; Candace Raymond, 1155 Tressa St.; Enoc Sanchez, 2130 Morningview Rd.; Theresa Sampson Brown, 2285 Clydesdale Crt.; Nina Streauslin, 3904 Cora Dr.; Matt Zanger, 261 Southgate Dr. (Additional Applicant). This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 9 Commissioners total; currently 1 male/3 females/ 5 openings. Openings were advertised for 90 days while non-female identifying applicants were sought in

adherence with Iowa Code 69.16A Gender Balance. One additional 3-Year term through January 1, 2024 (Vacant term of Evans) will be presented for applicant review at the May 1, 2023, City Council meeting. This term is being advertised for 90 days while non-female identifying applicants are sought in adherence with Iowa Code 69.16A Gender Balance. The City Council conducted a roll call vote for each of the terms. Upon roll call vote, Mr. Kurczek was appointed to the first three-year term through January 1, 2026. Ms. Birch received 1 vote (Sprank), and Mr. Kurczek received the remaining 6 votes. Upon roll call vote, Mr. Sanchez was appointed to the second three-year term through January 1, 2026. Ms. Link received 1 vote (Sprank), and Mr. Sanchez received the remaining 6 votes. Upon roll call vote, Mr. Zanger was appointed to the third three-year term through January 1, 2026. Ms. Sampson Brown received 1 vote (Jones), Ms. Link received 1 vote (Wethal) and Mr. Zanger received the remaining 5 votes. Upon roll call vote, Ms. Link was appointed to the three-year term through January 1, 2024. Ms. Freiburger received 2 votes (Jones and Roussell), Ms. Leffler received one vote (Resnick), and Ms. Link received the remaining 4 votes.

2. Park and Recreation Advisory Commission: One, 3-Year term through June 30, 2025 (Vacant term of Wood). Applicants: Jason Henkel, 1888 Saint Joseph St.; Ericson Hilburn, 1430 Oeth Ct. (Additional Applicant); Shirley Snow, 779 University Ave. Upon roll call vote, Mr. Henkel was appointed to the three-year term through June 30, 2025. Mr. Hilburn received 1 vote (Farber), and Mr. Henkel received the remaining 6 votes.

PUBLIC HEARINGS

1. Voluntary Annexation Request - John and Diane Brehm (property owners) and Seippel Warehouse LLC (applicant and future property owner): Motion by Resnick to receive and file the documents and adopt Resolution No. 116-23 Approving an Application for Voluntary Annexation of Territory to the City of Dubuque, Iowa. Seconded by Sprank. Motion carried 7-0.

RESOLUTION NO. 116-23 APPROVING AN APPLICATION FOR VOLUNTARY ANNEXATION OF TERRITORY TO THE CITY OF DUBUQUE, IOWA

Whereas, the City Council of Dubuque has received a written application from John and Diane Brehm (property owners) and Seippel Warehouse LLC (applicant and future property owner) for the voluntary annexation of 2.804 acres of property. The property is comprised of agricultural land east of Cottingham Road and west of Dubuque Industrial Center South as

shown on Exhibit A and legally described as:

Part Of Lot 1 In Brehm Acres Plat 2. Dubuque County, Iowa, More Particularly Described as Follows: Commencing at the East Quarter Corner of Section 36, Township 89 North, Range 1 East of the 5th P.M., Dubuque County, Iowa; Thence S00°05'05"E, 394.29 Ft. to Along the East Line of the Southeast Quarter of Said Section 36 to the Centerline of Cottingham Road and the Point of Beginning; Thence Continuing S00°05'05"E, 794.63 Ft. Along Said East Line; Thence N66°16'22"W, 100.00 Ft.; Thence N46°30'28"W, 193.69 Ft.; Thence N20°13'45"W, 170.84 Ft. to the Centerline of Cottingham Road; Thence N40°16'31"E, 176.53 Ft. Along Said Centerline to the Beginning of a Centerline Curve Tangent to Said Line; Thence Northeasterly and Northerly, 255.77 Ft. Along the Curve Concave to the Northwest, Having a Radius of 740.82 Ft. and a Central Angle of 19°46'53"; Thence N20°30'25"E, 33.09 Ft. Along Said Centerline to the Beginning of a Centerline Curve; Thence Northerly and Northeasterly, 83.73 Ft. Along Said Curve Having a Radius of 325.00 Ft., Concave to the Southeast, a Central Angle Of 14°45'38" and a Chord Which Bears N25°10'38"E, 83.50 Ft. to the Point of Beginning, Containing 2.804 Acres, Which Includes 0.402 Acres of Existing Public Road Right of Way. Also known as Lot 2 of Brehm Acres Plat 3.

Whereas, the annexation territory is not subject to an existing annexation moratorium agreement and does not include any railroad property; and

Whereas, the annexation territory does not include State owned property; and

Whereas, Chapter 368 of the Code of Iowa authorizes this annexation by adoption of a resolution and required notification; and

Whereas, the annexation territory is consistent with the City's Comprehensive Plan; and

Whereas, the future growth and development of the City of Dubuque, Iowa makes it desirable that the annexation territory be made part of the City of Dubuque, Iowa; and

Whereas, the City of Dubuque has the capacity to provide substantial municipal services to the annexation territory; and

Whereas, the annexation is in the public interest.

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

Section 1. That the application for the voluntary annexation of property by John and Diane Brehm (property owners) and Seippel

Warehouse LLC (applicant and future property owner) consisting of 2.804 acres as shown on Exhibit A is hereby approved for annexation to the City of Dubuque.

Section 2. That, subject to the approval of the City Development Board, the corporate limits of the City of Dubuque be, and they hereby are extended to include the approximately 2.804 acres of annexation territory as shown on Exhibit A Annexation Map and Exhibit C Annexation Legal Description.

Section 3. That the City Council does hereby certify that the City of Dubuque has complied with the notice and hearing requirements of the Iowa Code pertaining to 100% voluntary annexation of territory within the urbanized area of another city.

Section 4. That if the City Development Board approves this annexation, the territory hereby annexed shall become a part of Ward One of the City of Dubuque.

Section 5. That the City Clerk shall file this resolution, all exhibits, and the applications for voluntary annexation with the City Development Board of the State of Iowa in accordance with the provisions of Chapter 368 of the Iowa Code.

Passed, approved, and adopted this 17th day of April 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Request to Rezone Property at Brehm Acres: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Planning Service Manager Wally Wernimont provided a staff report. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 16-23 Amending Title 16 of the City of Dubuque Code of Ordinances Unified Development Code by rescinding Ordinance No. 2-13 which established regulations for a PUD Planned Unit Development with a PI Planned Industrial Designation and adopting an amended PUD Ordinance that expands the district by incorporating an additional parcel of land. Seconded by Farber. Motion carried 7-0.

ORDINANCE NO. 16-23

AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES UNIFIED DEVELOPMENT CODE BY RESCINDING ORDINANCE NO. 2-13 WHICH ESTABLISHED REGULATIONS FOR A PUD PLANNED UNIT DEVELOPMENT WITH A PI PLANNED INDUSTRIAL DESIGNATION AND ADOPTING AN AMENDED PUD ORDINANCE THAT EXPANDS THE DISTRICT BY

INCORPORATING AN ADDITIONAL PARCEL OF LAND

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by rescinding Ordinance No. 2-13 and expanding the Dubuque Industrial Center South PUD by incorporating an additional parcel of land and adopting a conceptual development plan, a copy of which is [provided] to and made a part hereof, for the for the property legally described below, to wit:

Lots A, B, Balance of Lot C and Lots 2,3,4,5, and 5A of Dubuque Industrial Center South First Addition; Lot A and Lots 1, 2, and 3 of Dubuque Industrial Center South Third Addition; and Lot 2 of Brehm Acres Plat 3

Section 2. [provided] hereto and made a part of this zoning reclassification approval is the Conceptual Development Plan for the Dubuque Industrial Center South Planned Unit Development marked Exhibit A. It is recognized that minor shifts or modifications to the general plan layout may be necessary and compatible with the need to acquire workable street patterns, grades, and usable building sites. The general plan layout, including the relationship of land uses to the general plan framework and the development requirements shall be used as the implementation guide.

A) Definitions

- 1) Building-related Features: Building-related features are defined as all construction items which rise above the grade surface of the lot. These include:
 - a) The primary building.
 - b) All accessory or secondary buildings.
 - c) All exterior storage areas.
 - d) Exterior refuse collection areas.
 - e) Exterior mechanical equipment.
 - f) Containerized or tank storage of liquids, fuels, gases, and other materials.
- 2) Vehicle-related Features: Vehicle-related features are defined as all areas used for the movement and parking of all vehicles within the lot. These include:
 - a) Employee and visitor parking spaces.
 - b) Driveways from the street right-of-way line to and from parking spaces.
 - c) Loading spaces outside of the building.
 - d) Maneuvering spaces outside the building.
 - e) Parking spaces for company-owned commercial vehicles.
 - f) Fire lanes.
 - g) Railroad tracks
- 3) Open Space Features: Open space features are defined as those exterior areas and developed features of the lot

which include:

- a) Landscape space containing lawn areas and plantings.
- b) Paved, hard-surfaced pedestrian areas such as walkways, plazas, entryways, and courtyards.
- c) Storm water management facilities not otherwise used for building-related or vehicle-related purposes.
- d) Open recreation areas and recreational trail.
- e) Other non-building and non-vehicular related space.

B. Use Regulations

Zone D: General Purpose and Description. Zone D is intended to provide a location for heavy industrial uses. Exterior storage is allowed, provided it is screened from view from public right-of-way.

- 1) Principal permitted uses shall be limited to:
 - a) Railroad and public or quasi-public utilities.
 - b) Corporate offices.
 - c) Mail order houses.
 - d) Printing and publishing.
 - e) Laboratories for research and engineering.
 - f) Moving/storage facilities.
 - g) Wholesale sales/distributor.
 - h) Freight transfer facilities.
 - i) Fuel and ice dealers.
 - j) Cold storage/locker plants.
 - k) Packing and processing of meat, dairy or food products, not to include stockyards or slaughterhouses.
 - l) Compounding, processing, and packaging of chemical products.
 - m) Manufacture, assembly, repair or storage of electrical and electronic products, components, or equipment.
 - n) Warehousing and storage facilities, not to include mini warehouses.
 - o) Manufacturing, processing, fabrication, assembling, packaging or other comparable treatment of goods or materials.
- 2) Conditional uses shall be limited to the following:
 - a) Day care center, within a primary office/industrial building or as an accessory structure on the same lot. Day care centers are subject to state regulations and requirements of Article 8-20, Licensed Child Care Center, of the Unified Development Code.
- 3) Accessory uses shall be limited to the following:
 - a) Retail outlets within a primary office/industrial building, selling products produced on-site and only as accessory to the principal use.
 - b) Any use customarily incidental and subordinate to the principal use it serves.

4) Temporary uses shall be limited to the following: Any use listed as a permitted use within the PUD District of a limited duration as established in Article 3-19 and as defined in Article 2-3 of the Unified Development Code.

5) The provision of off-street parking shall be regulated by Article 14 of the City of Dubuque's Unified Development Code.

Zone O: General Purpose and Description. Zone O is intended to serve as an amenity to the industrial park, provide public areas and control of storm water to protect downstream properties.

1) Principal permitted uses shall be limited to:

- a) Railroads and public or quasi-public utilities.
- b) Parks, nature areas, playgrounds, and similar recreational uses.
- c) Picnic areas.
- d) Recreational trails.
- e) Club houses, shelter houses, tennis courts, playground equipment, or other recreational buildings and structures when associated with parks, nature areas, playgrounds, and recreational facilities.
- f) Construction of dams, reservoirs, detention ponds and similar storm water control facilities.

2) Conditional uses (reserved for future use).

3) Accessory uses shall be limited to the following:

- a) Any use customarily incidental and subordinate to the principle use it serves.

4) Temporary uses (reserved for future use).

C. Lot Bulk Regulations: Development of land in Zones D and O shall be regulated as follows:

1) All building structures and activities shall be located in conformance with the [provided] conceptual development plan and all final site development plans shall be approved in accordance with provisions of this ordinance and Article 12 of the Unified Development Code.

2) All building-related features in Zones D and O shall be in accordance with the following bulk regulations chart:

Min. lot area in acres, Lot frontage min. ft., Front yard setback min. ft., Side yard setback min. ft., Rear yard setback min. ft., Building height max. ft.

Zone O, N/A, N/A, N/A, N/A, N/A

Zone D, 2 acres, 100, 50, 25, 50, 100

- a) Lots smaller than minimum will be allowed if the parcel is consolidated or combined with a larger lot. Substations for public and quasi-public

utilities shall be exempt from lot frontage and lot area requirements.

- b) Maximum lot coverage shall be 80 percent. All building and vehicle related features shall be considered when calculating total land area coverage, except fire lanes and railroad tracks.
 - c) Maximum building height shall be as stipulated in the bulk regulations chart above, except the following may exceed the height limit: cooling towers, condensers, elevator bulkheads, stacks and other necessary mechanical equipment and their protective housing. Heating, ventilating, and air conditioning (HVAC) equipment is limited to 10 ft. above height limitation.
 - d) Within required front, side, and rear setbacks, only driveways, fire lanes, railroad tracks, open space features and primary and secondary signage are allowed. Parking lots may encroach up to 50% into the required front yard setback.
- D. Parking and Loading Regulations
- 1) All vehicle-related features, except for railroad tracks, shall be surfaced with either asphalt or concrete.
 - 2) All parking and loading spaces shall be delineated on the surfacing material by painted stripes or other permanent means.
 - 3) The number, size and design of parking spaces shall be governed by applicable provisions in Articles 13 and 14 of the City of Dubuque Unified Development Code.
 - 4) The number, size and design and location of parking spaces designated for persons with disabilities shall be according to the local, state, or federal requirements in effect at the time of development.
 - 5) The location and number of private driveway intersections with public streets shall be reviewed and approved by the City Engineer.
 - 6) No on-street maneuvering of delivery vehicles will be allowed on any street. Lots shall provide all necessary maneuvering space for delivery vehicles within the boundaries of the lots.
 - 7) All loading docks for shipping and receiving raw and manufactured goods shall be designed to provide for the direct movement of goods between the delivery vehicle and the interior of the building.
- E. Exterior Storage Regulations: Exterior storage shall be in accordance with the following regulations:

Allowable Products Store, Allowable Location, Allowable Screening Materials, Minimum Opacity, Maximum Height of Screening

Zone D, Raw or finished goods; equipment, Rear or side yards, Similar to building color, 50%, 12 ft.

Zone O, PROHIBITED

- 1) Exterior storage of materials, which could be blown into the air or strewn about by the wind, shall be prohibited.
- 2) Exterior storage, where allowed, shall not encroach into a front yard. A front yard may exceed the required front yard setback.
- 3) The ground area coverage of exterior storage areas shall be the area contained inside the required screening. This area shall be considered to be a building-related feature for purposes of calculating total land area coverage.
- 4) Exterior storage must be screened from view from adjacent public right-of-way.
- 5) The screening height shall be measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal.
- 6) Required screening is intended to buffer surrounding property from the negative visual impact created by the storage of raw or finished goods, materials and equipment that can adversely impact the value of adjacent property.
- 7) The City Planner may grant a waiver for screening to exceed the maximum height allowed when topography or height of individual finished products or equipment could make it impossible to completely screen a storage area from every vantage point. The City Planner may not grant waiver in maximum screening height for raw materials or stacked goods.
- 8) All exterior entrances to a screened storage area shall be provided with a gate or door of similar design to that of the screen.
- 9) Long-term storage of products or materials in semi-trailers or shipping containers is prohibited.

F. Exterior Trash Collection Area Requirements

- 1) Exterior trash collection areas shall include collection bins, dumpsters, and similar waste receptacles for the short-term storage and collection of trash. Trash shall include garbage, scrap, recyclables, debris, and similar materials.
- 2) The storage of trash shall be limited to that produced by the principal permitted use and accessory uses of the lot. Exterior storage of trash, which could be

- blown into the air or strewn about by the wind, shall be prohibited.
- 3) The ground area coverage of exterior trash collection areas shall be the area contained inside the required screening. This area shall be considered a building-related feature for purposes of calculating total land area coverages.
 - 4) Exterior trash collection areas shall be located in rear or side yards only. Exterior trash collection areas shall not encroach into a front yard. A front yard may exceed the required front yard setback.
 - 5) All exterior trash collection areas and the materials contained therein shall be screened from view from the adjacent public right-of-way.
 - 6) The screening shall be a completely opaque fence, wall or other feature not exceeding a height of 10 ft. measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal.
 - 7) Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen.
 - 8) If a 10-foot-high screen fails to shield the exterior trash collection area from view from the adjacent public right-of-way, evergreen plantings may be required in addition to the screening. Evergreen plant materials shall be selected and designed so that they will screen the area from the adjacent public right-of-way within five (5) years.
- G. Landscaping Regulations: The following landscape regulations shall apply to each lot:
- 1) Plant Materials: The open space area of each lot shall be planted with permanent lawn and ground covers, shrubs, and trees. It is the intent of these regulations that the development of required open spaces shall reflect a high quality of environmental design.
 - 2) Landscaping: The following is the minimum requirement of trees and shrubs, by number and size, and the type of ground cover required. Street trees planted in public street right-of-way shall not be counted toward fulfillment of the minimum site requirements set forth below. Plant species to be used for landscaping shall be in accordance with the City of Dubuque Street Tree Policy. Existing trees and shrubs to be retained on-site may be counted toward fulfillment of the landscaping requirements.
 - a) Minimum tree planting requirements for any new development in the Dubuque Industrial Center South shall be one (1) tree of the following size per 1,600 square ft. of required open space:
 - 40% minimum: 2-2 1/2" caliper diameter deciduous and/or 8-foot height or greater evergreen.
 - Balance: 1 1/2 - 2" caliper diameter deciduous and/or 6-foot height evergreen.
 - b) Minimum shrub requirements at the time of planting for any development in the PUD District shall be 6 shrubs, or 1 shrub per 1,000 square ft. of required open space, whichever is greater. Shrubs shall be a minimum of 18" height or minimum of one (1) gallon potted.
 - 3) Landscape berms and/or plantings shall be required as screening for parking areas adjacent to public streets and shall be a minimum of three (3) ft. in height and can utilize natural grade changes to achieve the required 50% opacity landscaping screen. Parking lot screening is in addition to required landscaping of open space areas.
 - 4) Trees shall be provided in all parking lot islands, which are of sufficient size to ensure the growth and survival of the trees. Trees planted in parking lot islands may be counted toward the minimum tree planting requirements.
 - 5) The developer of any lot fronting Seipel Road and/or other Public Streets shall participate in the planting trees compatible in species and spacing with tree plantings, which have previously been completed by the City along Seipel Road.
 - 6) The installation of required planting materials may be phased in direct proportion to the phasing of building construction. Required landscaping shall be installed by the date the Building Services Department issues an occupancy certificate, or if winter weather prevents planting, within six months of being issued an occupancy certificate.
 - 7) The lot owner is required to replant any and all plant materials which have died due to any cause during the effective period of this PUD Ordinance.
 - 8) A detailed landscape plan shall be required as part of submittal for final site development plan approval.
 - 9) The area between the public street and the right-of-way line shall be planted with grass and maintained by the lot

owner.

H. Sign Regulations

- 1) Applicability of City of Dubuque Ordinances: The provisions of the City of Dubuque Unified Development code Article 15 Signs shall apply unless further regulated by this section.
- 2) Off-Premise Signs: Off-premise signs shall be prohibited.
- 3) On-Premise Signs: On-premise signs shall be erected or constructed in accordance with the following regulations:
 - a) Allowable content: signs, messages, and graphics shall be limited to the following contents:
 - 1) Industrial Center signs: limited to identification of Dubuque Industrial Center South.
 - i. Entrance signs
 - ii. Directory signs
 - 2) Company primary signs: limited to identification of uses in Zone D.
 - i. Identification of company name
 - ii. Identification of company products or services
 - iii. Graphic symbol or logo identified with the company.
 - 3) Secondary signs: Allowable in all zones.
 - i. Street address.
 - ii. Directional messages necessary for the safe and efficient flow of vehicular and pedestrian traffic on the lot.
 - iii. Identification of visitor entrances to the building, shipping, and receiving docks and other delivery points.
 - iv. Identification of assigned parking spaces and parking spaces accessible to persons with disabilities.
 - v. Temporary announcements of pending or new construction.
 - vi. Commemorative messages.
 - b) Schedule of sign regulations: allowable structure type, size, number, and height shall be limited to the following requirements:

Type of Sign, Maximum size, Maximum Number, Allowable Structure type, Maximum Height*

Industrial Center Entrance Signs, 200 sq. ft. per sign face, Three (3) signs, Monument, 12 ft.

Industrial Center Directory Signs, 30 sq. ft. per sign face, Three (3) signs, Monument, 8 ft.

Company Primary Signs, 10% of building wall sign is mounted on or 400 total sq. ft. of sign area, whichever is less., 2 signs per street frontage per business, Wall-mounted, Below eave or parapet

Company Primary Signs, 150 sq. ft. per sign face, 1 sign per business restricted to interior street frontages only, Monument, 10 ft.

Secondary signs, 6 sq. ft. per sign face, No maximum number, Wall-mounted, 10 ft.

Secondary signs, 6 sq. ft. per sign face, No maximum number, Monument, 6 ft.

*The height of the monument-style signs shall be measured from average grade to top of sign structures.

c) Variances: Variances from sign requirements for size, number and height may be requested. Such variances shall be reviewed by the Zoning Board of Adjustment in accordance with Article 8-6 of the Unified Development Code.

d) Lighting: Signs may be illuminated only by means of indirect lighting, whereby all light sources and devices are shielded from view by opaque or translucent materials, or internally illuminated by means of a light source completely enclosed by the sign panel.

e) Motion: No signs may include any device or means, mechanical, electrical, or natural, which shall cause any motion of the sign panel or any part thereof. No flashing lights or changing colors shall be allowed.

I. Maintenance Assessments

1) The City will cause the construction of such improvements as the City deems appropriate in the Public Areas of this PUD District shown on the Plan. Maintenance and repair of the Public Areas and its improvements is the responsibility of the City with fifty percent (50%) of costs of such maintenance and repair assessed to and paid by the owners of property in this PUD District. Private connections to the Public Areas and the subsequent maintenance and repair of such private connections are the responsibility of each owner and may not be constructed without the prior written approval of the City.

2) The City will assess against the properties in this PUD District in each assessment year an annual assessment for the purpose of paying fifty percent (50%) of the actual costs of the City's maintenance and repair of the Public Areas and the actual costs associated with maintaining and lighting the park entrance signs. Said assessment may also include the establishment of a capital improvements reserve fund for such purposes. Upon establishment of such assessment levy, the owner of each lot must pay to the City a pro rata share (as hereinafter defined) of such assessment.

The owner waives any and all rights to further notice, to object to the

assessments, the amount of the assessments, the procedure for certifying the assessments or to any other rights the owner would have as provided in Iowa Code Chapter 364 and Chapter 384 and that the schedule of assessments may be certified by the City to the Dubuque County Treasurer for collection in the same manner as provided in Iowa Code Chapter 364 and Chapter 384.

- 3) If such pro rata share is not paid within thirty (30) days after its due date, the owner agrees that that amount of such pro rata share will become a lien upon the lot obligated to pay the same and will bear interest from the due date at the highest legal contract rate applicable to a natural person. The owner further agrees that the City may bring an action at law against any owner obligated to pay the same or foreclose the lien against the lot.

The owner agrees that the owner is also obligated to reimburse the City for the City's costs and reasonable attorney's fees of any collection efforts. The owner agrees that the owner may not waive or otherwise avoid liability for an assessment provided herein by non-use of the Public Areas or abandonment of a lot.

- 4) An owner's pro rata share is equal to a fraction, the numerator of which is the gross square ft. area of the lot or lots owned by the owner and the denominator of which is the gross square ft. area of all lots in this PUD District exclusive of the Public Areas and public rights-of-way.

J. Performance Standards: The development and maintenance of uses in this PUD District shall be established in conformance with the following standards:

- 1) Platting: The conceptual development plan shall serve as the preliminary plat for this PUD District. Subdivision plats and improvement plans shall be submitted in accordance with Article 11. Land Subdivision, of the City of Dubuque Unified Development Code.
- 2) Site Plans: Final site development plans shall be submitted in accordance with Article 12 Site Plans and Article 13 Site Design Standards prior to construction of each building and vehicle-related feature unless otherwise exempted by Article 12.
- 3) Storm Water Conveyance: The developer of each lot shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainage ways outside the lot in

a means that is satisfactory to the Engineering Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply to properties in the PUD District.

- 4) Noises: Noises generated within the PUD District shall be regulated by Chapter 33, Article IV, Noises, of the City of Dubuque Code of Ordinances.
- 5) Flood Plain Regulations: The area of the PUD District that lies within the flood plain of Catfish Creek shall be subject to the regulations of Article 6-4 of the Unified Development Code.
- 6) Phased construction of buildings and parking spaces: The construction of off-street parking spaces may be phased in proportion to the percentage of total building floor area constructed at any one time. Ground area set aside for future parking, loading spaces or drive-ways or for parking provided in excess of the minimum required number of parking spaces shall not reduce the minimum required area for open space.
- 7) Other Codes and Regulations: These regulations do not relieve an owner from other applicable City, County, State or Federal Codes, regulations, laws, and other controls relative to the planning, construction, operation, and management of property in the PUD District.

K. Ordinance History

- 1) Ord. 2-13: reclassifying hereinafter described property located north and south of Seippel Road and north of U.S. Highway 20 from AG Agricultural District to PUD Planned Unit Development with a PI Planned Industrial designation for the Dubuque Industrial Center South.

L. Transfer of Ownership: Transfer of ownership or lease of property in this PUD District shall include in the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.

M. Modifications: Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Article 9-5 of the Unified Development Code.

N. Recording: A copy of this ordinance shall be recorded at the expense of the property owner(s) with the Dubuque County Recorder a permanent record of the conditions accepted as part of this reclassification approval within ten (10) days after the adoption of this ordinance. This

ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 3. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 4. This Ordinance shall take effect upon publication as provided by law.

Passed, approved, and adopted this 17th day of April 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk
Published officially in the Telegraph Herald newspaper on the 21st day of April 2023.

/s/Adrienne N. Breitfelder, City Clerk

3. Request to Rezone 1061 Cedar Cross Road: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Planning Service Manager Wally Wernimont provided a staff report. Jennifer Clemens-Conlon of Clemens, Walters, Conlon, Runde, & Hiatt, L.L.P., 2080 Southpark Ct., introduced herself on behalf of applicant Tim Ertl and stated that she and Mr. Ertl were available to answer any questions. Responding to a question from the City Council, Mr. Wernimont summarized the city's process for reviewing properties' stormwater management. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 17-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 1061 Cedar Cross Road from CS Commercial Service and Wholesale District to C-3 General Commercial District. Seconded by Sprank. Motion carried 7-0.

ORDINANCE NO. 17-23

AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 1061 CEDAR CROSS ROAD FROM CS COMMERCIAL SERVICE AND WHOLESALE DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from CS Commercial Service and Wholesale District to C-3 General Commercial District, to wit:

Lot 1 Cedar Ridge Farm Place No. 20 and to the centerline of the adjoining

public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved, and adopted this 17th day of April, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk
Published officially in the Telegraph Herald newspaper on the 21st day of April 2023.

/s/Adrienne N. Breitfelder, City Clerk

4. Request to Rezone 900 Alta Vista Street: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Jones. Planning Service Manager Wally Wernimont provided a staff report. City Council members expressed enthusiasm for the project. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 18-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 900 Alta Vista Street from ID Institutional District to OR Office Residential District. Seconded by Jones. Motion carried 7-0.

ORDINANCE NO. 18-23

AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 900 ALTA VISTA STREET FROM ID INSTITUTIONAL DISTRICT TO OR OFFICE RESIDENTIAL DISTRICT

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from ID Institutional District to OR Office Residential District, to wit:

"Sisters of the Visitation Place" and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved, and adopted this 17th day of April, 2023.

/s/Brad M. Cavanagh, Mayor
Attest: /s/Adrienne N. Breitfelder, City Clerk
Published officially in the Telegraph Herald newspaper on the 21st day of April 2023.

/s/Adrienne N. Breitfelder, City Clerk

5. Request to Rezone 1301 Central Avenue: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Roussell. Planning Service Manager Wally Wernimont provided a staff report. Scott Kwincinski, of Horizon Development Group, 5201 East Terrace Dr., Madison, WI, stated that the company will submit an application to the Iowa Finance Authority (IFA) and tentatively plan to close and begin construction by early next year. Responding to a question from the City Council on parking, Mr. Wernimont stated that C-4 zoning districts do not require parking lots and that parking ramps are located near the property. Responding to questions from the City Council, Mr. Kwincinski stated that state and federal historic credits are being pursued for the project and confirmed the building will remain in compliance with all historic requirements. Mr. Kwincinski also stated that while the company's current site plan includes an onsite playground, they are considering an indoor playroom. City Council members spoke about the need for housing at all income levels and this project's proximity to key amenities. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 19-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described parcel of land located along Central Avenue, Loras Boulevard, West 13th Street, and Iowa Street within the City of Dubuque from C-4 Downtown Commercial District to OR Office Residential District. Seconded by Roussell. Motion carried 7-0.

**ORDINANCE NO. 19-23
AMENDING TITLE 16 OF THE CITY OF
DUBUQUE CODE OF ORDINANCES, UNI-
FIED DEVELOPMENT CODE, BY RECLAS-
SIFYING HEREINAFTER DESCRIBED PAR-
CEL OF LAND LOCATED ALONG CENTRAL
AVENUE, LORAS BOULEVARD, WEST 13TH
STREET, AND IOWA STREET WITHIN THE
CITY OF DUBUQUE FROM C-4 DOWNTOWN
COMMERCIAL DISTRICT TO OR OFFICE
RESIDENTIAL DISTRICT**

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter described property from C-4 Downtown Commercial to OR Office Residential to wit:

City Lot 449A; S2/5, M1/5, N1/5, N1/2-NM1/5, & S1/2-NM1/5 of City Lot 449; Lots 1, 2, 4, 2-3, & 1-3 of S1/2 of City Lot 456; N1/2 of M1/5 of City Lot 456; and to the Centerline of the Abutting Public Rights of Way, all in the City Of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved, and adopted this 17th day of April 2023.

/s/Brad M. Cavanagh, Mayor
Attest: /s/Adrienne N. Breitfelder, City Clerk
Published officially in the Telegraph Herald newspaper on the 21st day of April 2023.

/s/Adrienne N. Breitfelder, City Clerk

6. Proceedings for the Public Hearing on the Issuance of Not to Exceed \$6,250,000 Taxable General Obligation Bonds, Series 2023A: Motion by Roussell to receive and file the documents and adopt Resolution No. 117-23 Taking additional action on proposals to enter into Loan Agreements and combining Loan Agreements. Seconded by Farber. Motion carried 7-0.

**RESOLUTION NO. 117-23
TAKING ADDITIONAL ACTION ON PRO-
POSALS TO ENTER INTO LOAN AGREE-
MENTS AND COMBINING LOAN AGREE-
MENTS**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa heretofore proposed to enter into a loan agreement (the "Municipal Buildings Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$450,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking repairs and improvements for municipal buildings, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 17, 2023, no petition had been filed with the City asking that the question of entering into the Municipal Buildings Loan Agreement; and

Whereas, the City also proposed to enter into a loan agreement (the "Parking Ramp Facilities Loan Agreement") and to borrow money

thereunder in a principal amount not to exceed \$450,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking repairs and improvements to municipal parking ramp facilities, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 17, 2023, no petition had been filed with the City asking that the question of entering into the Parking Ramp Facilities Loan Agreement; and

Whereas, the City also proposed to enter into a loan agreement (the "Five Flags Arena Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking repairs and improvements to the Five Flags Arena facilities, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 17, 2023, no petition had been filed with the City asking that the question of entering into the Five Flags Arena Loan Agreement; and

Whereas, the City also proposed to enter into a loan agreement (the "Urban Renewal Loan Agreement" and together with the Municipal Buildings Loan Agreement, the Parking Ramp Facilities Loan Agreement, and the Five Flags Arena Loan Agreement, the "Loan Agreements"), pursuant to the provisions of Section 384.24A and Section 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$4,650,000 for the purpose of paying the costs, to that extent, of undertaking the Mystique Community Ice Center (Dubuque Ice Arena) Settling Remediation and Building Improvements Project, an authorized urban renewal project in the Dubuque Greater Downtown Urban Renewal Area, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 17, 2023, no petition had been filed with the City asking that the question of entering into the Urban Renewal Loan Agreement; and

Whereas, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City intends to combine its authority under the Loan Agreements and to enter into a single loan agreement (the "Loan Agreement") and to issue Taxable General Obligation Corporate Purpose Bonds, Series 2023 (the "Bonds") in evidence of its obligation thereunder.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, AS FOLLOWS:

Section 1. The Loan Agreements are hereby combined into the Loan Agreement. The City Council hereby determines to enter into the Loan Agreement in the future and

orders that the Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. Further action with respect to the Loan Agreement is hereby adjourned to the City Council meeting scheduled for May 1, 2023.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed, approved, and adopted this 17th day of April, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk

7. Public Hearing for Sale of City-Owned Property at 2407 Queen Street: Motion by Sprank to receive and file the documents and adopt Resolution No. 118-23 Disposing of city interest in real property at 2407 Queen Street, in the City of Dubuque, Iowa. Seconded by Resnick. Motion carried 7-0.

**RESOLUTION NO. 118-23
DISPOSING OF CITY INTEREST IN REAL
PROPERTY AT 2407 QUEEN STREET, IN
THE CITY OF DUBUQUE, IOWA**

Whereas, the City Council, by Resolution No. 92-23, dated April 3, 2023, declared its intent to dispose of City interest in real property located at 2407 Queen Street (the Property) legally described as:

Lot 2 of Lot 70 in Plat of Lots 70, 71 and 72 Additional to Stafford's Addition; and Lot 1 of the Subdivision of Lot 69 in Stafford's Addition, being Mineral Lot 321 in the City of Dubuque, Iowa, according to the recorded plat thereof; and

Whereas, pursuant to published notice, a public hearing was held on the proposed disposition on April 17, 2023 at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

Whereas, it is the determination of the City Council that approval of the purchase agreement for the sale to Melissa Sarazin according to the terms and conditions set out in the purchase agreement is in the public interest of the City of Dubuque.

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

Section 1. The purchase agreement by and between the City of Dubuque and Melissa Sarazin for the sale of the Property, a copy [provided] hereto, is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute a

Special Warranty Deed, conveying the City's interest in the Property to Melissa Sarazin.

Section 3. That the City Clerk is hereby authorized and directed to cause said Special Warranty Deed to be delivered to the City Attorney's Office, together with a certified copy of the Resolution.

Passed, approved, and adopted this 17th day of April 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

ACTION ITEMS

1. Resolution of Support for Proposed Low Income Housing Project – Horizon Development: Motion by Farber to receive and file the documents and adopt Resolution No. 119-23 Providing a Letter of Support for a Low-Income Housing Tax Credit Project proposed by Horizon Development. Seconded by Wethal. Motion carried 7-0.

RESOLUTION NO. 119-23 PROVIDING A LETTER OF SUPPORT FOR A LOW-INCOME HOUSING TAX CREDIT PROJECT PROPOSED BY HORIZON DE- VELOPMENT

Whereas, Horizon Development ("Developer"), is proposing to submit an application for 9% LIHTC to the Iowa Finance Authority ("IFA") for a proposed affordable housing project on the Property; and

Whereas, IFA requires, as part of an application by the Developer, documentation from the City enumerating project-specific support which is not more than 180 days old on or as of the date the application is submitted; and

Whereas, the City Council desires to affirm the project provision of a public benefit by creating new affordable housing units in the community and further desires to affirm support of an application of LIHTC for the Project and conditional approval of certain financial assistance.

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

1. The City Council affirms and authorizes its support of the proposed Project by the Developer to IFA for the competitive 9% LIHTC funding in the 2023 application round.

2. The City Council provides conditional financial support for the Project through established housing creation incentives, subject to approval by IFA of the Project for 9% LIHTC Funds in the 2023 application round, and an executed development agreement.

Passed, approved, and adopted this 17th day of April, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution of Support for Proposed Low Income Housing Project – Gronen Development: Motion by Resnick to receive and file the documents and adopt Resolution No. 120-23 Providing a Letter of Support for a Low-Income Housing Tax Credit Project proposed by Gronen Development. Seconded by Sprank. City Council members stated their support for the development. Motion carried 7-0.

RESOLUTION NO. 120-23 PROVIDING A LETTER OF SUPPORT FOR A LOW-INCOME HOUSING TAX CREDIT PROJECT PROPOSED BY GRONEN DE- VELOPMENT

Whereas, Gronen Development ("Developer"), is proposing to submit an application for 9% LIHTC to the Iowa Finance Authority ("IFA") for a proposed affordable housing project on the Property; and

Whereas, IFA requires, as part of an application by the Developer, documentation from the City enumerating project-specific support which is not more than 180 days old on or as of the date the application is submitted; and

Whereas, the City Council desires to affirm the project provision of a public benefit by creating new affordable housing units in the community and further desires to affirm support of an application of LIHTC for the Project and conditional approval of certain financial assistance.

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

1. The City Council affirms and authorizes its support of the proposed Project by the Developer to IFA for the competitive 9% LIHTC funding in the 2023 application round.

2. The City Council provides conditional financial support for the Project through established housing creation incentives, subject to approval by IFA of the Project for 9% LIHTC Funds in the 2023 application round, and an executed development agreement.

Passed, approved, and adopted this 17th day of April, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

3. 2022 Most Dynamic Metros Publication: Motion by Jones to receive and file the documents. Seconded by Roussell. City Manager Van Milligen stated that the City of Dubuque experienced the 5th best improvement in their overall ranking, moving from 294 on last year's list to 154 on this year's list. Motion carried 7-0.

4. Leisure Services Temporary Employee Recruitment & Hiring Update: Motion by Farber to receive and file the documents. Seconded by Sprank. Responding to a question from the

City Council, Recreation Division Manager Dan Kroger stated that summer pool passes will be available starting April 28th. Motion carried 7-0.

5. Work Session Request: Achievelt and Imagine Dubuque: Motion by Resnick to receive and file the documents and schedule the work session for Monday, June 5, 2023, at 5:30 p.m. Seconded by Wethal. Motion carried 7-0.

6. Delivering Dubuque: Trash Tipper Carts Video: Motion by Resnick to receive and file the documents and view the video. Seconded by Farber. Media Services showed the Delivering Dubuque episode featuring trash tipper carts. This video can be viewed at: <https://youtu.be/kg3H0hTomoo>. Responding to questions from the City Council, City Manager Van Milligen stated that the city will require residents begin using tipper carts on July 1, 2023, and that city staff can provide an update on implementation after that date. City Manager Van Milligen also stated that the city is working with the public to address their comments on the tipper carts and that he will confirm if grocery stores have been notified about the tipper carts to help communicate their upcoming requirement to residents. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Roussell reported on attending the International Rural Churches Association conference. Ms. Roussell was given a shawl from the Bishop of India and stated her intention to donate the shawl to the Multicultural Family Center (MFC).

Council Member Jones thanked the Telegraph Herald for continuously reporting on Leisure Services summer staffing needs.

Mayor Cavanagh reported on attending a Dubuque Kiwanis Club luncheon.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:41 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with the City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 10:46 p.m. stating that staff had been given proper direction.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:46 p.m.

/s/Adrienne N. Breittfelder, CMC, City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 8:07 p.m. on April 24, 2023, in the East View Training Room of the Jule Operations and Training Center, 949 Kerper Blvd.

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

Absent: Council Member Farber.

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

CLOSED SESSION

Motion by Jones to convene in closed session at 8:08 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with the City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 6-0.

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

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

/s/Adrienne N. Breittfelder, CMC, City Clerk

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

The Dubuque City Council met in special session at 5:15 p.m. on May 1, 2023, in City Hall, 50 West 13th St., 3rd Floor.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session to provide a demonstration of how the Police Department uses the Public Safety Camera system as a public safety tool, as a preventative tool, and as an investigative resource.

WORK SESSION

Demonstration of Police Use of the Public Safety Cameras

Engineering Technician, Duane Richter, demonstrated to City Council how the software updates along with the upgraded LED lighting have made a dramatic improvement on the clarity and visual impact the improvements have had on viewing camera footage.

Police Chief Jeremy Jensen, Corporal Officer Jordan Waddick, and Investigating Officer Nicholas Schlosser demonstrated how the Dubuque Police Department used the Public Safety Camera system to solve crimes such as murder, robbery, gun trafficking, hit and run accidents, and ATM skimmers. Many of these crimes are committed by nonresidents of Dubuque, making the camera system the primary investigation tool in tracking persons that are entering the Dubuque city limits to commit their crime and then immediately exiting the city limits.

The camera footage used to apprehend a suspect(s), becomes vital in the prosecution of the criminal(s) and many times leads to the criminal(s) pleading guilty, saving lengthy and expensive trials.

The public safety camera system can also be used for water resources and incidences that occur on the Mississippi River.

The drawback of the current public safety camera system is the number of hours required to review camera footage once an incident is reported. Officers indicated that the implementation of an auto plate reader system would save many hours of reviewing footage tracking criminal activities once a crime has occurred.

Officers explained that the system is designed in a way that it specifically looks for and notifies the local police when activity on a manually pre-entered license plate is detected.

Dubuque's camera system is envied by many cities throughout the United States as a productive system used by the police department in curtailing local criminal activity so efficiently.

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

/s/Trish L. Gleason, MMC, Assistant City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on May 1, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

SWEARING IN

Mayor Pro Tem Katy Wethal was sworn in by Mayor Brad Cavanagh.

PRESENTATION(S)

1. Presentation of the Iowa Urban Tree Council Outstanding Civic Leader Award: Dubuque Trees Forever Board member, Steve Pregler and Park Division Manager, Stephen Fehsal recognized Council Member Laura Roussell for receiving the Outstanding Civic Leader award from the Iowa Urban Tree Council.

2. Flood Control Update: Public Works Director John Klosterman presented information on the low impact to residents that the third highest river stage of the Mississippi River in the Dubuque area had, due to the extraordinary flood mitigation projects that have been completed in the last few years. A video produced by the Public Information Office on flood control updates was viewed. The video can be viewed at <https://youtu.be/PJLbgr2KPjg>. Assistant City Engineer, Bob Schiesl presented ariel maps that were used to determine the flooding outcomes based on numerous possible river stages. The council thanked all involved for making this flooding occurrence safe and practically unnoticeable to residents.

PROCLAMATION(S)

1. Mental Health Month (May 2023) was accepted by Brenna Burgat, along with Sue Whitty, and Diane Heiken on behalf of Mental

Health America of Dubuque County.

2. Community Action Month (May 2023) was accepted by Whitney Sanger on behalf of Hawkeye Area Community Action Program (HACAP).

3. Preservation Month (May 2023) was accepted by Melissa Daykin Cassill on behalf of the Planning Services Department and the Historic Preservation Commission.

4. Jewish American Heritage Month (May 2023) was accepted by Council Member Susan Farber on behalf of Temple Beth El.

5. Public Service Recognition Week (May 7-13, 2023) was accepted by City staff members: Connie Mueller, Felicia Carner and, Jenny Messerich on behalf of the City of Dubuque Employee Recognition Committee.

6. Great Give Day (May 17, 2023) was accepted by Peter Supple on behalf of the Community Foundation of Greater Dubuque.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of 4/17/23 and 4/24/23; Historic Preservation Commission of 4/20/23; Housing Commission of 1/31/23; Library Board of Trustees of 1/26/23 and 2/23/23; Library Board of Trustees Update of 3/23/23; Proof of Publication for City Council Proceedings of 4/3/23. Upon motion the documents were received and filed.

2. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 121-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 121-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

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

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

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

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

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

Passed, approved, and adopted this 1st day of May, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish Gleason, Assistant City Clerk

3. Award Sanitary Sewer Asset Management Consultant [CIP# 5581500026]: Authorization to negotiate and enter into a contract with HDR Engineering to provide engineering services for the Sanitary Sewer Asset Management Plan. Upon motion the documents were received, filed, and approved.

4. Mystique Community Ice Center a.k.a. Dubuque Ice Arena - Rink Ice System Removal and Replacement Project - Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 122-23 Accepting the Mystique Ice Center - Rink Ice System Removal and Replacement Project and authorizing the payment to the contractor was adopted.

RESOLUTION NO. 122-23

ACCEPTING THE MYSTIQUE ICE CENTER - RINK ICE SYSTEM REMOVAL AND REPLACEMENT PROJECT AND AUTHORIZING THE PAYMENT TO THE CONTRACTOR

Whereas, the public improvement contract for the Mystique Ice Center - Rink Ice System Removal and Replacement Project (the Project) has been completed by the Contractor, Rink-Tec International, Inc., (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$816,201.42; and

Whereas, the Contractor has previously been paid \$795,796.38, leaving a balance of \$20,405.04; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$20,405.04 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 1st day of May, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish Gleason, Assistant City Clerk

CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE MYSTIQUE ICE CENTER - RINK ICE SYSTEM REMOVAL AND REPLACEMENT PROJECT

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the Mystique Ice Center - Rink Ice System Removal and Replacement Project has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$816,201.42.

Dated this 24th day of April 2023.

/s/Gus Psihoyos, City Engineer
Filed in the office of the City Clerk on the 24th day of April 2023.

/s/Adrienne N. Breitfelder, City Clerk

5. 2023 Asphalt Overlay Ramp Project Four: Upon motion the documents were received and filed, and Resolution No. 123-23 Awarding Public Improvement Contract for the 2023 Asphalt Overlay Ramp Project Four was adopted.

**RESOLUTION NO. 123-23
AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE 2023 ASPHALT OVERLAY RAMP PROJECT FOUR**

Whereas, sealed proposals have been submitted by contractors for the 2023 Asphalt Overlay Ramp Project Four, (the Project) and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 29th day of March 2023; and

Whereas, said sealed proposals were opened and read on the 13th day of April 2023 and it has been determined that Valentine Construction Co., LLC of Dubuque, IA submitted the low bid in the amount of \$71,949.35, and is the lowest responsive, responsible bidder for the Project.

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

Section 1. That a Public Improvement Contract for the Project is hereby awarded to Valentine Construction Co., LLC and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 1st day of May, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish Gleason, Assistant City Clerk

6. East-West Corridor Capacity Improvements - Professional Consultant Services Contract - Supplemental Agreement No. 1 - Preliminary Engineering Design and Environmental Clearance Phase: Upon motion the documents were received and filed, and Resolution No. 124-23 Approving the Consultant Professional Services - Supplemental Agreement No. 1 between HDR Inc. and the City of Dubuque for the East-West Corridor Capacity Improvements was adopted.

**RESOLUTION NO. 124-23
APPROVING THE CONSULTANT PROFESSIONAL SERVICES -SUPPLEMENTAL AGREEMENT NO. 1 BETWEEN HDR INC. AND THE CITY OF DUBUQUE FOR THE EAST-WEST CORRIDOR CAPACITY IMPROVEMENTS**

Whereas, the City of Dubuque is proceeding with East-West Corridor Capacity Improvements; and

Whereas, due to the revised scope of services and the additional level of work to meet the NEPA level regulatory requirements, this will add additional cost (\$149,556) to the Consultant design services contract; and

Whereas, the Consultant Professional Services - Supplemental Agreement No. 1 authorizes HDR to provide the revised NEPA scope of services to continue to advance the

completion of the Preliminary Engineering Design and Environmental Clearance Phase and to advance the development of East-West Corridor Capacity Improvements.

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

Section 1. That said Consultant Professional Services - Supplemental Agreement No. 1 between HDR, Inc. and the City of Dubuque for the Preliminary Engineering Design and Environmental Clearance Phase for the East-West Corridor Capacity Improvements is hereby approved, subject to the concurrence of the Iowa Department of Transportation.

Section 2. That the City Manager be authorized and directed to execute said Consultant Professional Services - Supplemental Agreement No. 1 with HDR, Inc. for the East-West Corridor Capacity Improvements.

Passed, approved, and adopted this 1st day of May, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish Gleason, Assistant City Clerk

7. Grants and Strategic Partnership Website and Story Map Update: Upon motion the documents were received and filed.

8. Dubuque Police Department 2022 Crime Statistics Handout: Upon motion the documents were received and filed.

9. Signed Contract(s): ViDL Solutions for professional/technical services. Upon motion the documents were received and filed.

10. Proposed Amendment to Master Co-location and Shared Services Agreement Between the City of Dubuque and Unite Private Network: Upon motion the documents were received, filed, and approved.

11. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 125-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 125-23
APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have

been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

Special Event(s) per Special Event Application Submittal

Q Casino and Hotel 6-1-23 to 6-5-23, 6-21-23 to 6-25-23, 7-12-23 to 7-16-23, 8-9-23 to 8-13-23, 8-18-23 to 8-22-23, 9-7-23 to 9-11-23, 9-14-23 to 9-18-23, 1855 Greyhound Park Rd. Back Parking Lot

Traveling Tapster LLC 5-19-23 to 5-23-23, 2601 Shiras Ave. Eagle Point Park, River front Pavilion

Dubuque Main Street 6-5-23 to 6-9-23, 7-10-23 to 7-14-23, 8-1-23 to 8-5-23, 8-7-23 to 8-11-23, 680 Main St. Town Clock Plaza

Area Residential Care 6-9-23 to 6-13-23, Vacant Lot- South of 350 Bell St.

Passed, approved, and adopted this 1st day of May 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

ITEMS SET FOR PUBLIC HEARING

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

1. Municipal Services Center Electric Vehicle (EV) Charging Stations Project: Upon motion the documents were received and filed, and Resolution No. 126-23 Municipal Services Center EV Charging Stations Project: preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost for the Municipal Services Center EV Charging Stations Project was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on May 15, 2023, in the Historic Federal Building.

RESOLUTION NO. 126-23

MUNICIPAL SERVICES CENTER EV CHARGING STATIONS PROJECT; PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC

HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE MUNICIPAL SERVICES CENTER EV CHARGING STATIONS PROJECT

Whereas, the intent of the City Council is to add EV vehicles to the city fleet; and

Whereas, the Phase 1 Municipal Services Center EV Charging Station Project is a necessary improvement project to support the use of EV vehicles; and

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

Section 1 That the proposed plans, specification, form of contract and estimated costs for the Municipal Services Center EV charging Stations Project, in the estimated amount of \$134,670 are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2 A public hearing will be held on the 15th day of May 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the [provided] notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

Passed, approved, and adopted this 1st day of May, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

2. 2023 Pavement Marking Project: Upon motion the documents were received and filed, and Resolution No. 127-23 Pavement Marking Project 2023: preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost; and ordering the advertisement for bids was adopted, setting a public hearing for a meeting to commence at 6:30 p.m. on May 15, 2023, in the Historic Federal Building.

RESOLUTION NO. 127-23

2023 PAVEMENT MARKING PROJECT; PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS,

SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS

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

Section 1. The proposed plans, specifications, form of contract and estimated cost for the 2023 Pavement Marking Project in the estimated amount \$226,693.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2 A public hearing will be held on the 15th day of May, 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the [provided] notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

Section 3. The 2023 Pavement Marking Project is hereby ordered to be advertised for bids for construction.

Section 4. The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

Section 5. The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 18th day of May 2023. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 5th day of June 2023, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, approved, and adopted this 1st day of May, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish Gleason, Assistant City Clerk

3. Sale of City-Owned Lot at 590 Clarke Drive: Upon motion the documents were received and filed, and Resolution No. 128-23 Intent to dispose of an interest in City of Dubuque

real estate to Ry Meyer, setting a time and place for hearing, and providing for the publication of notice thereof was adopted, setting a public hearing for a meeting to commence at 6:30 p.m. on May 15, 2023, in the Historic Federal Building.

**RESOLUTION NO. 128-23
INTENT TO DISPOSE OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE TO RY MEYER, SETTING A TIME AND PLACE FOR HEARING, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, the City of Dubuque, Iowa (City) owns 590 Clarke Drive (the Property) legally described as:

Lot 8, except the Southerly 50 ft. thereof, as conveyed by Warranty Deed recorded in Book 148TL, Page 269, and, except that part conveyed by Warranty Deed 792-1998, in J.P. Porter's Addition to Dubuque, in the City of Dubuque, Iowa, according to the recorded plat thereof; and

Whereas, the City acquired the property by petition for title to abandoned property, which was awarded on August 27, 2021; and

Whereas, it is the recommendation of the Housing and Community Development Department to approve the purchase agreement for the sale to Ry Meyer according to the terms and conditions set out in the purchase agreement in the public interest of the City of Dubuque.

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

Section 1. That the City of Dubuque, Iowa, proposes to approve the purchase agreement of the above-described real estate to Ry Meyer.

Section 2. That the City Council shall conduct a public hearing on the proposed purchase agreement in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa on the 15th day of May 2023, beginning at 6:30 PM.

Section 3. That the City Clerk be and is hereby authorized and directed to publish notice of the public hearing in the form [provided] hereto, according to law.

Passed, approved, and adopted this 1st day of May, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish Gleason, Assistant City Clerk

4. Fiscal Year 2023 Second Budget Amendment: Upon motion the documents were received and filed, and Resolution No. 129-23 Setting the date for the Public Hearing on Amendment No. 2 to the Fiscal Year 2023 Budget for the City of Dubuque was adopted,

setting a public hearing for a meeting to commence at 6:30 p.m. on May 15, 2023, in the Historic Federal Building.

**RESOLUTION NO. 129-23
SETTING THE DATE FOR THE PUBLIC
HEARING ON AMENDMENT NO. 2 TO THE
FISCAL YEAR 2023 BUDGET FOR THE CITY
OF DUBUQUE**

Whereas, Iowa Code Section 384.16 provides that the City Council shall set a time and place for a public hearing on amendments to the budget and publish notice before the hearing as provided in Iowa Code Section 362.3.

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

Section 1. That the City Council shall conduct a public hearing on proposed Amendment No. 2 to the Fiscal Year 2023 budget for the City of Dubuque at the City Council Chambers at the Historic Federal Building, 350 West 6th Street, Dubuque, Iowa, on Monday, May 15, 2023, beginning at 6:30 p.m.

Section 2. That the City Clerk be and is hereby authorized and directed to publish notice of the public hearing, according to law, together with the required budget information.

Passed, approved, and adopted this 1st day of May 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, assistant City Clerk

5. Amended and Restated Urban Renewal Plan for Greater Downtown Urban Renewal Area, Version 2023.3: Upon motion the documents were received and filed and Resolution No. 130-23 Authorizing and directing the City Manager to prepare an Amended and Restated Urban Renewal Plan, Version 2023.3 for the Greater Downtown Urban Renewal District and setting the date for a public hearing and consultation on the proposed Amended and Restated Urban Renewal Plan, Version 2023.3 for said district was adopted, setting a public hearing for a meeting to commence at 6:30 p.m. on June 5, 2023, in the Historic Federal Building.

**RESOLUTION NO. 130-23
AUTHORIZING AND DIRECTING THE CITY
MANAGER TO PREPARE AN AMENDED
AND RESTATED URBAN RENEWAL PLAN,
VERSION 2023.3 FOR THE GREATER
DOWNTOWN URBAN RENEWAL DISTRICT
AND SETTING THE DATE FOR A PUBLIC
HEARING AND CONSULTATION ON THE
PROPOSED AMENDED AND RESTATED
URBAN RENEWAL PLAN, VERSION 2023.3
FOR SAID DISTRICT**

Whereas, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the "Plan" of "Urban Renewal Plan") for the

Greater Downtown Urban Renewal District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the Urban Renewal Plan; and

Whereas, City staff has recommended that the Urban Renewal Plan be further amended and restated to add a project to the public purpose activities in the District specifically, off-site roadway improvements to the intersection of Kerper Boulevard and Kerper Court; and

Whereas, Iowa Code Chapter 403 requires that before an Urban Renewal Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth herein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan, Version 2023.3 for the Greater Downtown Urban Renewal District to accomplish the foregoing purposes and objectives, to include in such Amended and Restated Urban Renewal Plan, Version 2023.3 any appropriate project activities and details, to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed Amended and Restated Plan, Version 2023.3.

Section 2. That the City Clerk is directed to publish notice of a public hearing on the adoption of an Amended and Restated Urban Renewal Plan, Version 2023.3 for the Greater Downtown Urban Renewal District to be held on the 1st day of May, 2023, at 6:30 p.m. in the form [provided] hereto. The notice of said hearing shall generally identify the areas covered by the proposed Amended and Restated Urban Renewal Plan, Version 2023.3 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 5. That the Economic Development Director is directed to send by ordinary mail a copy of the proposed Amended and Restated Urban Renewal Plan, Version 2023.3, the notice of public hearing, a notice of consultation, and, to the extent the Amended and Restated Urban Renewal Plan, Version 2023.3 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District Board of Education and Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved, and adopted this 1st day of May, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

6. Amended and Restated Urban Renewal Plan for Dubuque Industrial Center Urban Renewal Area, Version 2023.3: Upon motion the documents were received and filed and Resolution No. 131-23 Authorizing and directing the City Manager to prepare an Amended and Restated Urban Renewal Plan Version 2023.3 for the Dubuque Industrial Center Economic Development District, setting a date for the public hearing and directing the consultation process on the proposed Amended and Restated Urban Renewal Plan Version 2023.3 for said district was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 5, 2023, in the Historic Federal Building.

**RESOLUTION NO. 131-23
AUTHORIZING AND DIRECTING THE CITY
MANAGER TO PREPARE AN AMENDED
AND RESTATED URBAN RENEWAL PLAN
VERSION 2023.3 FOR THE DUBUQUE IN-
DUSTRIAL CENTER ECONOMIC DEVELOP-
MENT DISTRICT, SETTING A DATE FOR
THE PUBLIC HEARING AND DIRECTING
THE CONSULTATION PROCESS ON THE
PROPOSED AMENDED AND RESTATED
URBAN RENEWAL PLAN VERSION 2023.3
FOR SAID DISTRICT**

Whereas, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Dubuque Industrial Center Economic Development District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the foregoing Urban Renewal Plan; and

Whereas, City staff has recommended that the Plan be further amended to expand the District to include additional property to be designated as a new Subarea T and to add a project to the Public Purpose Activities, specifically a City Data Center, for the Dubuque Industrial Center Economic Development District; and

Whereas, Iowa Code Chapter 403 requires that before a Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth therein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan Version 2023.3 for the Dubuque Industrial Center Economic Development District to include in such Plan any appropriate project activities and details,

and to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed amendment.

Section 2. That the City Council hold a public hearing on the adoption of the proposed Amended and Restated Urban Renewal Plan Version 2023.3 for the Dubuque Industrial Center Economic Development District on June 5, 2023 at 6:30 p.m. in the form [provided] hereto. The notice of said hearing shall generally identify the areas covered by the Plan Version 2023.3 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Department is further directed to send by ordinary mail a copy of said Plan Version 2023.3, the notice of public hearing, a notice of consultation, and, to the extent the Plan Version 2023.3 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District and the Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved, and adopted this 1st day of May, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

7. Jule Public Hearing - Iowa Department of Transportation's Consolidated Funding Application: Upon motion the documents were received and filed, and Resolution No. 132-23 Setting the date for a public hearing on Iowa Department of Transportation (DOT) Consolidated Funding Application was adopted, setting a public hearing for a meeting to commence at 6:30 p.m. on June 5, 2023, in the Historic Federal Building.

**RESOLUTION NO. 132-23
SETTING THE DATE FOR A PUBLIC HEAR-
ING ON IOWA DOT CONSOLIDATED FUND-
ING APPLICATION**

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

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

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

Whereas, the City Council finds that the applying for the funds to be beneficial to the

continued provision of transit service for the citizens of Dubuque.

Whereas, The Iowa Department of Transportation application will include requests and mandatory certifications by the City of Dubuque as follows:

From the State Transit Assistance Program:

2.06% of formula funds

Total: \$352,876

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

\$94,449

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

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

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

We authorize Ryan Knuckey, Director of Transportation Services, on behalf of the City Council, to apply for financial assistance and to enter into related contract(s) with the Iowa Department of Transportation.

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

Section 1. A public hearing will be held as part of the City Council Meeting on June 5, 2023. The meeting will begin at 6:30 p.m. and will be held in the City Council Chambers of the Historic Federal Building, 350 W 6th Street, Dubuque, Iowa. The purpose of the hearing is to allow public comment on the Consolidated Funding Application.

Passed, approved, and adopted this 1st day of May, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

8. Community Development Block Grant Fiscal Year 23 Annual Action Plan Amendment #2 Public Hearing: Upon motion the documents were received and filed, and Resolution No. 133-23 Setting a public hearing on the Fiscal Year 2023 (Program Year 2022) Community Development Block Grant (CDBG) Annual Action Plan Amendment #2 was adopted, setting a public hearing for a meeting to commence at 6:30 p.m. on June 5, 2023, in the Historic Federal Building.

**RESOLUTION NO. 133-23
SETTING A PUBLIC HEARING ON THE FISCAL YEAR 2023 (PROGRAM YEAR 2022) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AMENDMENT #2**

Whereas, the City of Dubuque, through a series of public meetings and hearings, proposed a Fiscal Year 2023 (Program Year 2022) Community Development Block Grant Annual Action Plan for inclusion in the City Budget addressing housing and non-housing needs in the community; and

Whereas, the City desires to hold a public hearing to receive comments on the proposed second amendment to the Fiscal Year 2023 (Program Year 2022) Community Development Block Grant Annual Action Plan.

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

Section 1. That the City Council will meet in the Historic Federal Building, Council Chambers, 2nd Floor, 350 West 6th Street, Dubuque, Iowa at 6:30 p.m. on June 5, 2023 for the purpose of holding a public hearing and taking action to include the Fiscal Year 2023 (Program Year 2022) Community Development Block Grant Annual Action Plan Amendment #2 in the City Budget.

Section 2. That the City Clerk is hereby authorized and directed to publish a notice of such public hearing and the City Council's intent to review and take action on the Fiscal Year 2023 (Program Year 2022) Community Development Block Grant Annual Plan Amendment #2.

Passed, approved, and adopted this 1st day of May, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

BOARDS/COMMISSIONS

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

i. Equity and Human Rights Commission: One, 3-Year term through January 1, 2024 (Vacant term of Evans) Applicants: Pamela Birch, 1550 Butterfield Dr.; Michaela Freiburger, 1718 Diane Ct.; Kristen Leffler, 159 Julien Dubuque Dr.; Candace Raymond, 1155 Tressa St.; Theresa Sampson Brown, 2285 Clydesdale Ct.; Nina Streauslin, 3904 Cora Dr. This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 9 Commissioners total; currently 4 males/4 females/ 1 opening.

ii. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2025 (Vacant term of Krayner) Applicant: Cliff Conrad, 135 West 17th St.

PUBLIC HEARINGS

1. Resolution of Approval for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.2: Motion by Jones to receive and file the documents and adopt Resolution No. 134-23 Approving the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.2. Seconded by Rousell. Motion carried 7-0.

RESOLUTION NO. 134-23 APPROVING THE AMENDED AND RE- STATED URBAN RENEWAL PLAN FOR THE GREATER DOWNTOWN URBAN RENEWAL DISTRICT, VERSION 2023.2

Whereas, by Resolution 93-23 on April 3, 2023, the City Council of the City of Dubuque, Iowa authorized the preparation of an Amended and Restated Urban Renewal Plan (the "Amended and Restated Plan, Version 2023.2") for the Greater Downtown Urban Renewal District (the "District"); and

Whereas, the City of Dubuque's primary objective for the Amended and Restated Plan, Version 2023.2, is to provide opportunities which will further economic development purposes and objectives and remediate blighting conditions, and to address these objectives, additional projects are being added as described in the Amended and Restated Plan; and

Whereas, a consultation process has been undertaken with affected taxing entities in accordance with Chapter 403 of the Code of Iowa with no written objections or recommended changes to the Amended and Restated Plan, Version 2023.2, received; and

Whereas, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the proposed Amended and Restated Plan, Version 2023.2.

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

Section 1. That the Amended and Restated Urban Renewal Plan, Version 2023.2, for the Greater Downtown Urban Renewal District, on file in the City Clerk's Office and made reference to herein, is hereby approved.

Section 2. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

Passed, approved, and adopted this 1st day of May, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish Gleason, Assistant City Clerk

2. Resolution Approving the Proposed First Amendment to Development Agreement by and between the City of Dubuque and Seippel Warehouse, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations pursuant to the Development Agreement: Motion by Jones to receive and file the documents and adopt Resolution No. 135-23 Approving the First Amendment to Development Agreement between the City of Dubuque, Iowa and Seippel Warehouse, LLC. Seconded by Sprank. Motion carried 7-0.

RESOLUTION NO. 135-23 APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND SEIP- PEL WAREHOUSE, LLC

Whereas, the City of Dubuque (City) and Seippel Warehouse, LLC (Developer) previously entered into a Development Agreement dated February 20, 2023, for the development of real estate legally described as:

Lot 2 of Dubuque Center South First Additions, City of Dubuque, Iowa: (the "Initial Property"); and

Whereas, Developer desires to acquire additional real estate adjoining the Initial Property described as follows:

Lot 2 of Lot 3 of Dubuque Industrial Center South First Addition, Dubuque Iowa (the "Wilming Property"); and
Lot 2 in Brehm Acres Plat 3, Dubuque, Iowa (the "Brehm Property")
(the "Property") all of which shall be combined in a consolidated plat; and

Whereas, Developer intends to expand the size of the warehouse to be constructed on the Initial Property, to extend the structure over portions of the Brehm Property and to obtain access to the structure over the Wilming Property; and

Whereas, the parties desire to amend the Development Agreement to include the Wilming Property and the Brehm Property in the definition of Property in the Development Agreement and to otherwise modify the Development Agreement to accommodate additional property; and

Whereas, City and Developer desire to amend the Development Agreement as set forth in the [provided] First Amendment; and

Whereas, the City Council held a public hearing on the proposed First Amendment and overruled all objections thereto; and

Whereas, the City Council finds that the First Amendment should be approved.

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

Section 1. That the First Amendment to Development Agreement by and between the City of Dubuque and Seippel Warehouse, LLC, a copy of which is [provided] hereto, is hereby approved.

Section 2. The City Manager is hereby authorized and directed to take such action as may be necessary to carry out the Development Agreement as amended.

Passed, approved, and adopted this 1st day of May, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant, City Clerk

ACTION ITEMS

1. 2023 Ken Kringle Awards Presentation: Motion by Roussell to receive and file the documents and listen to the presentation. Seconded by Jones. Historic Preservation Commission Vice Chairperson Thea Dement and Assistant Planner Chris Olson gave a brief presentation showing the winners of the awards and their projects. Motion carried 7-0.

2. Parks and Recreation Advisory Commission Recommendation for Renaming of the Former Pyatigorsk Park to Jaycee Park: Motion by Resnick to receive and file the documents and discuss amongst council. Seconded by Sprank. The council thanked the Park and Recreation Advisory Commission for their hard work and dedication to the process of reviewing all the submissions provided by individuals and organizations and presenting the City Council with a recommendation. A lengthy and detailed council discussion ensued regarding the recommended renaming of the park.

Amended motion by Farber to rename the former Pyatigorsk Park to Sister City International Park. Seconded by Jones. Motion carried 4-3 with Roussell, Resnick, and Wethal voting nay.

3. Comiskey Park – Phase 1 Redevelopment Project: Painting of Basketball Court and Splash Pad Schedule Change: Motion by Sprank to receive and file the documents. Seconded by Farber. The council thanked Leisure Services Manager Marie Ware for finding cost-saving alternatives and being fiscally responsible. Motion carried 7-0.

4. Sustainable Dubuque Grant Recommendations: Motion by Resnick, to receive and file and adopt the resolutions. Seconded by Wethal. Council Member Jones noted that the application from Tri-State Christian School should be disqualified as they are not located within the corporate city limits of Dubuque.

Therefore, the resolution entitled "Awarding Sustainable Dubuque Grant to Tri-State Christian School" should not be approved because they are not located within the corporate city limits of Dubuque. Council discussion ensued regarding a previous year's grant that had been awarded to Tri-State Christian School. The council also discussed the policy that the applicants must fall within the corporate city limits of Dubuque and adhering to that policy going forward.

Amended motion by Jones to disqualify Tri-State Christian School's application. Seconded by Farber. Motion carried 6-1 with Resnick voting nay.

Mayor Cavanagh restated the motion on the floor as motion by Jones to receive and file the documents and adopt Resolution No. 136-23 Awarding Sustainable Dubuque Grant to Centrally Rooted Mission, Inc., Resolution No. 137-23 Awarding Sustainable Dubuque Grant to Convivium Urban Farmstead, Resolution No. 138-23 Awarding Sustainable Dubuque Grant to the Four Mounds Foundation, Resolution No. 139-23 Awarding Sustainable Dubuque Grant to the Nova Elite Youth Basketball, Resolution No. 140-23 Awarding Sustainable Dubuque Grant to St. Mark Youth Enrichment, and Resolution No. 142-23 Awarding Sustainable Dubuque Grant to the Valentine Park Community Garden. Seconded by Farber. Motion carried 6-1 with Resnick voting nay.

RESOLUTION NO. 136-23 AWARDING SUSTAINABLE DUBUQUE GRANT TO CENTRALLY ROOTED MISSION, INC.

Whereas, the City Council adopts goals on an annual basis; and

Whereas, sustainability first appeared as a City Council goal in 2006; and

Whereas, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

Whereas, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

Whereas, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

Whereas, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

Whereas, the City Council adopted "The 50% by 2030 Plan" in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque's community greenhouse gas emissions; and

Whereas, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

Whereas, sustainability has remained a goal; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Livable Neighborhoods and Housing: Great Place to Live"; and

Whereas, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

Whereas, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

Whereas, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

Whereas, the grant recipients shall purchase new equipment and materials to expand programming to allow community members within LMI population to have free access to a music lab and art studio; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to Centrally Rooted Mission, Inc.

Section 2. The City Manager or his designee shall enter into a grant agreement with Centrally Rooted Mission, Inc. and shall ensure compliance with the grant agreement pursuant

to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 1st day of May, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

RESOLUTION NO. 137 - 23

AWARDING SUSTAINABLE DUBUQUE GRANT TO CONVIVUM URBAN FARM-STEAD

Whereas, the City Council adopts goals on an annual basis; and

Whereas, sustainability first appeared as a City Council goal in 2006; and

Whereas, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

Whereas, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

Whereas, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

Whereas, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

Whereas, the City Council adopted "The 50% by 2030 Plan" in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque's community greenhouse gas emissions; and

Whereas, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

Whereas, sustainability has remained a goal; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Livable Neighborhoods and Housing: Great Place to Live"; and

Whereas, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

Whereas, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

Whereas, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

Whereas, the grant recipients shall purchase new garden tools and equipment to increase volunteer safety and maximize hands on volunteer capacity and education for people who want to learn to grow their own food within the community; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to the Convivium Urban Farmstead.

Section 2. The City Manager or his designee shall enter into a grant agreement with Convivium Urban Farmstead and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 1st day of May, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

**RESOLUTION NO. 138-23
AWARDING SUSTAINABLE DUBUQUE
GRANT TO THE FOUR MOUNDS FOUNDATION**

Whereas, the City Council adopts goals on an annual basis; and

Whereas, sustainability first appeared as a City Council goal in 2006; and

Whereas, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

Whereas, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air

quality; and

Whereas, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

Whereas, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

Whereas, the City Council adopted "The 50% by 2030 Plan" in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque's community greenhouse gas emissions; and

Whereas, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

Whereas, sustainability has remained a goal; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by

adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Livable Neighborhoods and Housing: Great Place to Live"; and

Whereas, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

Whereas, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

Whereas, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

Whereas, the grant recipients shall hire an environmental intern to assist with updating land stewardship planning for endangered species and increase capacity to provide opportunities to educate the community; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to

further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to the Four Mounds Foundation.

Section 2. The City Manager or his designee shall enter into a grant agreement with the Four Mounds Foundation and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 1st day of May 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

**RESOLUTION NO. 139-23
AWARDING SUSTAINABLE DUBUQUE
GRANT TO THE NOVA ELITE YOUTH BASKETBALL**

Whereas, the City Council adopts goals on an annual basis; and WHEREAS, sustainability first appeared as a City Council goal in 2006; and

Whereas, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

Whereas, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

Whereas, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

Whereas, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

Whereas, the City Council adopted "The 50% by 2030 Plan" in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque's community greenhouse gas emissions; and

Whereas, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

Whereas, sustainability has remained a

goal; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

Whereas, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

Whereas, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

Whereas, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

Whereas, the grant recipients shall award scholarships to students who need financial help to allow them the opportunity to gain experience and be part of a traveling basketball team; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to the Nova Elite Youth Basketball.

Section 2. The City Manager or his designee shall enter into a grant agreement with the Nova Elite Youth Basketball and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 17th day of April 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

**RESOLUTION NO. 140-23
AWARDING SUSTAINABLE DUBUQUE
GRANT TO ST. MARK YOUTH ENRICHMENT**

Whereas, the City Council adopts goals on an annual basis; and

Whereas, sustainability first appeared as a

City Council goal in 2006; and

Whereas, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

Whereas, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

Whereas, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

Whereas, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

Whereas, the City Council adopted "The 50% by 2030 Plan" in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque's community greenhouse gas emissions; and

Whereas, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

Whereas, sustainability has remained a goal; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Livable Neighborhoods and Housing: Great Place to Live"; and

Whereas, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

Whereas, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

Whereas, efforts which address a Sustainable Dubuque principle and offer a community

engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

Whereas, the grant recipients shall provide hands on enrichment opportunities and programs for a 5-week summer camp for approximately 90 children that focus on holistic connections to nature; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to St. Mark Youth Enrichment.

Section 2. The City Manager or his designee shall enter into a grant agreement with St. Mark Youth Enrichment and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 1st day of May 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

**RESOLUTION NO. 142-23
AWARDING SUSTAINABLE DUBUQUE
GRANT TO THE VALENTINE PARK COM-
MUNITY GARDEN**

Whereas, the City Council adopts goals on an annual basis; and

Whereas, sustainability first appeared as a City Council goal in 2006; and

Whereas, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

Whereas, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

Whereas, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

Whereas, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

Whereas, the City Council adopted "The 50% by 2030 Plan" in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque's community greenhouse gas emissions; and

Whereas, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

Whereas, sustainability has remained a goal; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

Whereas, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

Whereas, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

Whereas, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

Whereas, the grant recipients shall replace a deer fence around the community garden to better protect against animals and expand and enclose additional garden area for vine growing; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to the Valentine Park Community Garden.

Section 2. The City Manager or his designee shall enter into a grant agreement with the Valentine Park Community Garden and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 1st day of May 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

5. Agreement with CCI5, LLC – Right of Way/Land Transfers at the intersection of Bies Drive, Sylvan Drive and Century Drive: Motion by Roussell to receive and file the documents and adopt Resolution No. 143-23 Approving an Agreement between the City of Dubuque, Iowa and CCI5, LLC. Seconded by Sprank. Motion carried 7-0.

**RESOLUTION NO. 143-23
APPROVING AN AGREEMENT BETWEEN
THE CITY OF DUBUQUE, IOWA AND CCI5,
LLC.**

Whereas, CCI5 is the owner of the property legally described as:

Lot 1 of Roger F. & Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa, according to the recorded plat thereof and as shown on Exhibit A of the [provided] Agreement (the Real Estate); and

Whereas, City is the owner of the abutting right-of-way as shown on Exhibit A of the [provided] Agreement; and

Whereas, in the future City intends to reconstruct the intersection of Bies Drive, Sylvan Drive and Century Drive, which reconstruction will include roadway improvements, sidewalk installation, and utility improvements (the Future Project); and

Whereas, City has determined that the Future Project will relocate the alignment of Century Drive which will require acquisition of additional right-of-way by City from CCI5; and

Whereas, CCI5 is willing to dedicate the necessary additional right-of-way to City; and

Whereas, the Future Project concept does not show a need for the existing excess cul-de-sac right-of-way area on the east side of the intersection and the area abuts the CCI5 property on Bies Drive; and

Whereas, City is willing to vacate the excess cul-de-sac right-of-way to CCI5; and

Whereas, the parties have agreed the land transfers as part of the Future Project are substantially equivalent in value; and

Whereas, via the [provided] agreement, the parties have come to terms as set forth herein for how to best effectuate the components of the Future Project to maximize the benefits to each party and the residents and visitors to Dubuque.

Whereas, CCI5, LLC has executed the Agreement.

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

Section 1. The Agreement [provided] hereto is hereby approved.

Section 2. The City Manager is authorized and directed to execute the Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this 1st day of May 2023.

Brad M. Cavanagh, Mayor
Attest: Trish Gleason, Assistant City Clerk

6. National Endowment for the Arts (NEA) Local Arts Agency (LAA) American Rescue Plan Act (ARPA) Creative Empowerment Subgrant Funding Recommendation for Round 1: Motion by Jones to receive and file the documents and approve. Seconded by Roussell. Motion carried 7-0.

7. Proposed 14th Amendment to Master Co-location and Shared Services Agreement between the City of Dubuque and ImOn Communications LLC: Motion by Farber to receive and file the documents and approve. Seconded by Jones. Motion carried 7-0.

8. Cancel May 15, 2023, Sustainable Dubuque Work Session: Motion by Jones to receive and file the documents and cancel the work session as recommended. Seconded by Roussell. Motion carried 7-0.

9. FLOCK Safety Automated License Plate Reader Presentation - Time Change for May 15, 2023, Work Session: Motion by Jones to receive and file the documents and change the time of the May 15, 2023, work session to 5:45 p.m. Seconded by Sprank. Motion carried 7-0.

10. Work Session Request: Speed Study Data related to Automated Speed Enforcement Recommendation: Motion by Roussell to receive and file the documents and schedule the work session for Tuesday, June 20, 2023, at 5:30 p.m. Seconded by Sprank. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Roussell reported on attending the Dubuque Federation of Labor Temple speaking at the Worker Memorial where they read the names of 50 individuals who died in the workplace. Ms. Roussell advised everyone to work together to make workspaces a safe space.

Mayor Cavanagh reported on attending the Julien Dubuque International Film Festival, stating that it is a great expression of film and art and an affirmation that what Dubuque is doing for the arts in the community is registering with people outside of our community.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:32 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Crenna Brumwell. Motion carried 7-0.

Upon motion, the City Council reconvened in open session at 9:49 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:51 p.m.

/s/Trish L. Gleason, MMC, Assistant City Clerk

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

The Dubuque City Council met in special session at 5:00 p.m. on May 15, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting work sessions on a Brownfield Site Conceptual Revisioning Plan and the Flock Safety Automated License Plate reader system.

WORK SESSIONS 2

1. Flexsteel Industries Brownfield Site Conceptual Revisioning Plan: Economic Development Director Jill Connors introduced Dan Fox, Senior Planner with East Central Intergovernmental Association (ECIA), who presented a Brownfield Site Conceptual Revisioning Plan that ECIA prepared at city staff's request for the former Flexsteel site located at 3400 Jackson Street in Dubuque. Mr. Fox and Emily Smart of Blackstone Environmental responded to questions from the City Council regarding the cost and timeframes of environmental studies. Responding to questions from the City Council, City Manager Van Milligen stated that the property is privately owned by Flexsteel except for the wetlands they intend to donate to the Dubuque County Conservation Board and that there may be city incentives for certain developments on the property. City Manager Van Milligen also stated that the environmental study results may lead to restrictions on certain developments in specific areas of the property. City Council Members emphasized that the plan is not finalized and confirmed with the presenters that developers could initiate conversations with Flexsteel regarding the property at any time.

This work session concluded at 5:41 p.m.

2. Flock Safety Automated License Plate Reader Presentation: Chief of Police Jeremy Jensen and Hector Soliman-Valdez, Senior Community Affairs Manager with Flock Safety, presented on the Flock Automated License Plate Reader system. The presenters responded to questions from the City Council regarding data storage, reliability, access,

sharing, and auditing; and what occurs with the data if an individual is arrested on a warrant. Responding to a question regarding next steps, Chief Jensen stated that the city must update its camera policy to address City Council concerns and user parameters.

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

/s/Adrienne N. Breitfelder, City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on May 15, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. ICMA YSEALI Fellow Presentation: Assistant City Manager Cori Burbach introduced ICMA YSEALI Fellow Dr. Tuan Tung, who made some brief remarks regarding his fellowship in Dubuque.

2. 2023 Employee SPIRIT Awards Recognition Assistant City Manager Cori Burbach made a presentation on the 2023 City of Dubuque SPIRIT Awards and recognized the award recipients.

PROCLAMATION(S)

1. Salvation Army Week (May 15-21, 2023) was accepted by Captain David Amick on behalf of the Dubuque Salvation Army.

2. Kids to Parks Day (May 20, 2023) was accepted by Park Division Manager Steve Fehsal on behalf of the Leisure Services Department.

3. Public Works Week (May 21-27, 2023) was accepted by Public Works Director John Klostermann on behalf of the Public Works Department.

4. LGBTQ+ Pride Month (June 2023) was accepted by Multicultural Family Center Assistant Director Sarah Peterson on behalf of the Multicultural Family Center's Family Pride Picnic Committee.

CONSENT ITEMS

Mayor Cavanagh requested Item No. 18 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated except for Item No. 18. Seconded by Jones. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of 5/1/23; Civil Service Commission of 5/3/23; Library Board of Trustees Update of 4/27/23; Long Range Planning Advisory Commission of 4/19/23; Proof of Publication for City Council Proceedings of 4/17/23. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Kevin Ehrlich for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

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

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 144-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

RESOLUTION NO. 144-23

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

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

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

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

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

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

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

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

Passed, approved, and adopted this 15th day of May, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Four Mounds Foundation Historical Resource Development Program (HRDP) Grant Submission for Four Mounds Foundation National Register of Historic Places Update: City Manager shared information with City Council that the Four Mounds Foundation applied for a grant related to the city owned Four Mounds Park that would allow for Four Mounds to amend and update its National Register of Historic Places Nomination to include a statewide significant designation, as well as to include the 1953 Pine Block Cabin on the site nicknamed "Marvin Gardens". Upon motion the documents were received and filed.

6. Brownfield Conceptual Redevelopment Plan for 3400 Jackson Street (former Flexsteel Industries Site): Upon motion the documents were received and filed.

7. Third Amendment to Development Agreement Between the City of Dubuque and Port of Dubuque LLC: Upon motion the documents were received and filed, and Resolution No. 145-23 Approving a Third Amendment to Development Agreement by and between the City of Dubuque, Iowa and Port of Dubuque LLC was adopted.

**RESOLUTION NO. 145-23
APPROVING A THIRD AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA,**

AND PORT OF DUBUQUE LLC

Whereas, the City of Dubuque and Port of Dubuque LLC entered into a Development Agreement dated for reference purposes November 18, 2019 for the development of property located at 480 Ice Harbor Drive in the City of Dubuque, Iowa (the Property); and

Whereas, City and Developer desire to amend the Development Agreement as set forth in the Third Amendment to Development Agreement [provided] hereto extending the Closing Date to July 31, 2023; and

Whereas, it is the determination of the City Council that approval of the Third Amendment to Development Agreement, for the development of the Property by Port of Dubuque LLC according to the terms and conditions set out in the Third Amendment to Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Third Amendment to Development Agreement by and between the City of Dubuque and Port of Dubuque LLC, a copy of which is [provided] hereto, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Third Amendment to Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Second Amendment to Development Agreement as herein approved.

Passed, approved, and adopted this 15th day of May, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Addendum to Approved Purchase Agreement for Disposition of City-Owned Property at 2407 Queen Street: Upon motion the documents were received and filed, and Resolution No. 146-23 Adding the FHA Amendatory Clause and Real Estate Certification to the Purchase Agreement for 2407 Queen Street was adopted.

RESOLUTION NO. 146-23 ADDING THE FHA AMENDATORY CLAUSE AND REAL ESTATE CERTIFICATION TO THE PURCHASE AGREEMENT FOR 2407 QUEEN STREET

Whereas, the City Council, by Resolution No. 118-23, dated April 17, 2023, approved the purchase agreement, and executed the Special Warranty Deed to sell to Melissa Sarazin the property located at 2407 Queen Street (the Property) legally described as:

Lot 2 of Lot 70 in Plat of Lots 70, 71 and 72 Additional to Stafford's Addition; and Lot 1 of the Subdivision of Lot 69 in Stafford's Addition, being Mineral Lot 321 in the City of Dubuque, Iowa, according to the recorded plat thereof; and

Whereas, the purchaser requests to add an FHA Amendatory Clause to the purchase agreement to meet the financing requirement for an FHA loan, which alters the original purchase agreement; and

Whereas, it is the determination of the City Council that the addition and approval of the FHA Amendatory Clause and Real Estate Certification to the purchase agreement for the sale to Melissa Sarazin according to the terms and conditions set out within is in the public interest of the City of Dubuque.

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

Section 1. The FHA Amendatory Clause is added to the purchase agreement by and between the City of Dubuque and Melissa Sarazin for the sale of the Property, a copy [provided] hereto, is hereby approved.

Section 2. The Housing and Community Development Department Director is authorized to execute the FHA Amendatory Clause and Real Estate Disclosure.

Passed, approved, and adopted this 15th day of May 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. Second Amendment to Community Development Block Grant (CDBG) Subrecipient Agreement between the City of Dubuque and Dubuque Community YMCA/YWCA Domestic Violence Shelter: Upon motion the documents were received and filed, and Resolution No. 147-23 Authorizing the Second Amendment to the CDBG Subrecipient Agreement between the City of Dubuque and Dubuque Community YMCA/YWCA was adopted.

**RESOLUTION NO. 147-23
AUTHORIZING THE SECOND AMENDMENT
TO THE CDBG SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF DUBUQUE
AND DUBUQUE COMMUNITY YMCA/YWCA**

Whereas, the City of Dubuque and Dubuque Community YMCA/YWCA entered into a CDBG Subrecipient Agreement dated July 6, 2021 with respect to rehab the Domestic Violence Shelter; and

Whereas, the parties desire to modify the Subrecipient Agreement as set out in the Second Amendment to the Subrecipient Agreement [provided] hereto; and

Whereas, the Dubuque Community YMCA/YWCA provides services to a majority low to moderate-income individuals and serve

a group primarily presumed to be LMI such as battered spouses and homeless persons.

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

Section 1. That the Second Amendment to the CDBG Subrecipient Agreement be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Amendment on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 15th day of May 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

10. Acceptance of U.S. Department of Agriculture (USDA) Office of Urban Agriculture and Innovative Production Grant: Upon motion the documents were received and filed, and Resolution No. 148-23 Accepting USDA Office of Urban Agriculture and Innovative Production Grant was adopted.

**RESOLUTION NO. 148-23
ACCEPTING USDA OFFICE OF URBAN AGRICULTURE
AND INNOVATIVE PRODUCTION GRANT**

Whereas, the City of Dubuque Housing and Community Development Department is convening community stakeholders around food access, production, and distribution to low/mod-income households; and

Whereas, the City of Dubuque applied for and received a United States Department of Agriculture Urban Agriculture and Innovative Production Competitive Grants in the amount of \$300,000, with a term until April 30, 2025; and

Whereas, the Housing and Community Development Department intends to implement a project for emerging food production technologies and developing fellowships for low/moderate income individuals for hands-on learning of these systems.

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

Section 1. That the grant agreement with the USDA is accepted.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to designate the City Manager or the Housing and Community Development Department Director to execute the grant documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 15th day of May 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

11. Chavenelle Road Hike Bike Trail Phase 2: Recommendation for Acceptance: Upon motion the documents were received and filed, and Resolution No. 149-23 Accepting the Chavenelle Road Hike Bike Trail Phase 2 Project and authorizing the payment of the contract amount to the contractor was adopted.

**RESOLUTION NO. 149-23
ACCEPTING THE CHAVENELLE ROAD
HIKE BIKE TRAIL PHASE 2 PROJECT AND
AUTHORIZING THE PAYMENT OF THE
CONTRACT AMOUNT TO THE CONTRAC-
TOR**

Whereas, the Public Improvement Contract for the Chavenelle Road Hike Bike Trail Phase 2 (the Project) has been completed by the contractor, Midwest Concrete, Inc. (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$399,242.51; and

Whereas, the Contractor has previously been paid \$387,265.23, leaving a balance of \$11,977.27; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Director of Finance and Budget is hereby directed to pay the balance of the retainage of \$11,977.27 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved, and adopted this 15th day of May 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breifelder, City Clerk

12. Acceptance of Grant of Easement for Ingress/Egress and Sidewalk from Joyce M. Tricarico and Michael Tricarico over private property at 2405 Queen Street in Dubuque: Upon motion the documents were received and filed, and Resolution No. 150-23 Accepting a Grant of Easement for Ingress/Egress and Sidewalk over and across part of Lot 1-70 in Stafford's Addition, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 150-23
ACCEPTING A GRANT OF EASEMENT FOR
INGRESS/EGRESS AND SIDEWALK OVER
AND ACROSS PART OF LOT 1-70 IN STAF-
FORD'S ADDITION, IN THE CITY OF DUBU-
QUE, IOWA**

Whereas, Joyce M. Tricarico and Michael Tricarico have executed a Grant of Easement for Ingress/Egress and Sidewalk over and across Part of Lot 1-70 in Stafford's Addition, in the City of Dubuque, Iowa

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts, and consents to the Grant of Easement for Grant of Easement for Ingress/Egress and Sidewalk over and across Part of Lot 1-70 in Stafford's Addition, in the City of Dubuque, Iowa, from Joyce M. Tricarico and Michael Tricarico, a copy of which is [provided] hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Section 3. That the City Clerk be and is hereby authorized and directed to record a certified copy of this resolution in the offices of the City Assessor, Dubuque County Recorder and Dubuque County Auditor.

Passed, approved, and adopted this 15th day of May 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breifelder, City Clerk

13. City of Dubuque and Interstate Power and Light Company Memorandum of Understanding Potential Purchase of Excess Property at Former Power Plant Site: Upon motion the documents were received and filed, and Resolution No. 151-23 Approving a Memorandum of Understanding between the City of Dubuque and the Interstate Power and Light Company (IPL) for the potential purchase of excess property at the former Power Generation Plant Site on 7th Street was adopted.

**RESOLUTION NO. 151-23
APPROVING A MEMORANDUM OF UNDER-
STANDING BETWEEN THE CITY OF DUBU-
QUE AND THE INTERSTATE POWER AND
LIGHT COMPANY (IPL) FOR THE POTEN-
TIAL PURCHASE OF EXCESS PROPERTY
AT THE FORMER POWER GENERATION
PLANT SITE ON 7TH STREET**

Whereas, City and Interstate Power and Light Company (IPL) wish to memorialize preliminary terms that could result in the execution of an offer to purchase potential excess property (the "Real Estate") on and through the Alliant Energy (IPL) former Power Generation Plant site on 7th Street located in Dubuque County, Iowa; and

Whereas, City wishes to purchase the Real Estate from IPL upon terms and conditions acceptable to City in its sole discretion; and

Whereas, IPL and City have agreed that IPL shall solicit proposals from a minimum of

three Licensed Land Surveyors and IPL and City shall mutually agree upon one of the Surveyors to complete the survey plats of the Real Estate and City has agreed that if City does not purchase the Real Estate, City shall reimburse IPL for one half of the survey expenses; and

Whereas, IPL and City have agreed that IPL shall solicit proposals from a minimum of three Licensed Appraisers and IPL and City shall mutually agree upon one of the Appraisers to complete the appraisal of the Real Estate (the "Appraisal") and City has agreed that if City does not purchase the Real Estate, City shall reimburse IPL for one half of the Appraisal costs; and

Whereas, Upon completion, IPL shall provide the Survey and Appraisal to City for review. Not less than thirty (30), City shall either (a) provide written notice to IPL that City does not intend to purchase the Real Estate; or (b) provide written notice to IPL that City does intend to purchase the Real Estate upon such terms and conditions as City approves in its sole discretion in the Offer; and

Whereas, Initial costs of the Survey and Appraisal shall be paid by IPL. If City closes on the purchase of the Real Estate, 50% of the Survey costs and 50% of the Appraisal costs shall be added to the purchase price at closing. If City does not close on the purchase of the Real Estate, City shall reimburse IPL for 50% of the Survey costs and 50% of the Appraisal costs.

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

Section 1. The Memorandum of Understanding Agreement is hereby approved.

Section 2. The City Manager is hereby authorized to execute the Memorandum of Understanding Agreement between the City and Interstate Power and Light Company (IPL) for the potential purchase of excess property at the former Power Generation Plant site on 7th Street.

Passed, approved, and adopted this 15th day of May 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breifelder, City Clerk

14. Iowa Amphitheater on Schmitt Island Project: Request to Distribute RFQ and Create an RFQ Review Committee: Upon motion the documents were received, filed, and approved.

15. Signed Contract(s): Gronen Restoration, Inc. for use of a Licensed Area; Origin Design Co. for the Old Highway Road Water Main Connection Loop. Upon motion the documents were received and filed.

16. Sustainable Dubuque Community Grant Award Recommendation: Upon motion the documents were received and filed, and Resolution No. 152-23 Awarding additional Sustainable Dubuque grant funding to various organizations was adopted.

**RESOLUTION NO. 152-23
AWARDING ADDITIONAL SUSTAINABLE
DUBUQUE GRANT FUNDING TO VARIOUS
ORGANIZATIONS**

Whereas, the City Council adopts goals on an annual basis; and

Whereas, sustainability first appeared as a City Council goal in 2006; and

Whereas, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

Whereas, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

Whereas, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

Whereas, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

Whereas, the City Council adopted "The 50% by 2030 Plan" in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque's community greenhouse gas emissions; and

Whereas, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

Whereas, sustainability has remained a goal; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Livable Neighborhoods and Housing: Great Place to Live"; and

Whereas, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

Whereas, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

Whereas, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

Whereas, the grant recipients provide various activities and services related to the 12 principles of sustainability named by the City of Dubuque; and

Whereas, a recommended grant recipient was disqualified by the City Council making additional funds available for granting; and

Whereas, the approved grant recipients were not fully funded and could further benefit the community by an increase in funding; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors by distributing the unawarded funds evenly to the grant recipients in order to increase the reach and impact of their programming.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to the following organizations:

Organization, Project, Approved Award
5/1/2023, Revised Award

Centrally Rooted, Launch of Exploration Labs, \$2,000, \$2,445

Convivium Urban Farmstead, Garden Supplies and Support, \$1,750, \$2,195

Four Mounds Foundation, Land Stewardship Planning for Endangered Species, \$1,750, \$2,195

Nova Elite Youth Basketball, Player Scholarships, \$1,350, \$1,795

St. Mark Youth Enrichment, Heroes Summer Camp, \$1,815, \$2,260

Section 2. The City Manager or his designee shall enter into grant agreements and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 15th day of May 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

17. Iowa Arts Council Grant Application: Upon motion the documents were received, filed, and approved.

18. House File 718: Mayor Cavanagh summarized the legislation's potential effects on the city's budget, stating that the projected loss of city funds will limit the city's future investments in the community. City Council members suggested conducting a work session to further detail the legislation's impact and clarified that the legislation was signed into law. Motion by Farber to receive and file the documents. Seconded by Jones. Motion carried 7-0.

19. Certified List - Police Officer: Upon motion the documents were received, filed, and made a matter of record.

May 10, 2023

Honorable Mayor and

Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, an examination for the position of Police Officer was administered on May 6, 2023. We, The Civil Service Commission, hereby certify that the individuals listed in the attached list have passed the written examination administered on either March 11, 2023, or May 6, 2023, are using a transfer score, or are currently certified as an Iowa Law Enforcement Officer and any vacancies for the position of Police Officer should be filled from this list and that this list is good through March 12, 2024.

Police Officer

1. Dustin Allen, 2. Noah Altman, 3. Dustin Brant, 4. Nathan Goodson-Gregg, 5. Ashley Hahnbaum – Certified, 6. Sophia Hammond, 7. Brandon Hoey, 8. Marcus Leitzen, 9. Noah Perry – Transfer Score, 10. Kenneth Schrader, 11. Josh Vauthier – Transfer Score

Respectfully Submitted,
Civil Service Commissioner

20. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 153-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 153-23
APPROVING APPLICATIONS FOR RETAIL
ALCOHOL LICENSES, AS REQUIRED BY
CITY OF DUBUQUE CODE OF ORDINANCES
TITLE 4 BUSINESS AND LICENSE**

REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications

Beecher Wine & Spirit, 1691 Asbury Rd.
Kwik Star 236, 2035 J. F. Kennedy
Super Stop 3, 2360 Central Ave.
Stone Cliff Winery, 600 Star Brewery Dr.

Renewals

Buffalo Wild Wings, 2805 Northwest Arterial
Days Inn & Spirits Bar & Grill, 1111 Dodge St.
Bowling Lanes, 1029 1/2 Main St.
Dubuque Museum of Art, 701 Locust St.
Five Flags Center, 405 Main St.
JC's Bar and Grill, 900 Central Ave.
Los Aztecas III Mexican Restaurant, 2345 NW Arterial
Mason Dixon Saloon, 163 Main St.
Pioneers Rest Stop, 4900 Old Highway Rd.
Rotary Club of Dubuque, 135 West 8th St.
Smokestack, 62 East. 7th St.
Wayfarer Coffee, 955 Washington St. Suite 105

Passed, approved, and adopted this 15th day of May 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

ITEMS SET FOR PUBLIC HEARING

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

1. Sale of City-owned property at 1559 Washington Street: Upon motion the documents were received and filed, and Resolution No. 154-23 Intent to dispose of an interest in City of Dubuque real estate to RC Restoration LLC, setting a time and place for hearing, and providing for the publication of notice thereof

was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 5, 2023 in the Historic Federal Building.

RESOLUTION NO. 154-23

INTENT TO DISPOSE OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE TO RC RESTORATION LLC, SETTING A TIME AND PLACE FOR HEARING, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

Whereas, the City of Dubuque, Iowa (City) owns 1559 Washington Street (the Property) legally described as:

North ½ of Lot 79 in East Dubuque Addition in the City of Dubuque, Iowa, according to the recorded plot thereof; and

Whereas, the City acquired the property by petition for title to abandoned property; and

Whereas, it is the recommendation of the Housing and Community Development Department to approve the purchase agreement for the sale to RC Restoration LLC according to the terms and conditions set out in the purchase agreement in the public interest of the City of Dubuque.

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

Section 1. That the City of Dubuque, Iowa, proposes to approve the purchase agreement of the above-described real estate to RC Restoration LLC.

Section 2. That the City Council shall conduct a public hearing on the proposed purchase agreement in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa on the 5th day of June 2023, beginning at 6:30 PM.

Section 3. That the City Clerk be and is hereby authorized and directed to publish notice of the public hearing in the form [provided] hereto, according to law.

Passed, approved, and adopted this 15th day of May 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Old Highway Road Water Main Installation Project: Initiate Public Bidding and Set the Public Hearing Date: Upon motion the documents were received and filed, and Resolution No. 155-23 The Old Highway Road Water Main Installation Project 2023: preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost; and ordering the advertisement for bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 5, 2023 in the Historic Federal Building.

**RESOLUTION NO. 155-23
THE OLD HIGHWAY ROAD WATER MAIN
INSTALLATION PROJECT 2023; PRELIMI-
NARY APPROVAL OF PLANS, SPECIFICA-
TIONS, FORM OF CONTRACT, AND ESTI-
MATED COST; SETTING DATE OF PUBLIC
HEARING ON PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATED
COST; AND ORDERING THE ADVERTISE-
MENT FOR BIDS**

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

Section 1. The proposed plans, specifications, form of contract and estimated cost for the Old Highway Road Water Main Installation Project 2023 in the amount of \$748,810, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2. A public hearing will be held on the 5th day of June, 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the [provided] notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

Section 3. The Old Highway Road Water Main Installation Project 2023 is hereby ordered to be advertised for bids for construction.

Section 4 The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

Section 5. The Water Department Manager is hereby directed to advertise for sealed bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 13th day of June, 2023. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 20th day of June, 2023, in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Iowa.

Passed, adopted, and approved this 15th day of May, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and McCoy Group, Inc. LLC Providing for the Sale of City-owned Real Estate to McCoy Group, Inc. and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 156-23 (1) approving the minimum requirements, competitive criteria, and offering procedures for the development and the sale of certain real property and improvements in the Greater Downtown Urban Renewal District; (2) determining that the offer to purchase submitted by McCoy Group, Inc. satisfies the offering requirements with respect to the real property and improvements and declaring the intent of the City Council to approve the sale to McCoy Group, Inc. in the event that no competing proposals are submitted; and (3) soliciting competing proposals was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 20, 2023 in the Historic Federal Building.

**RESOLUTION NO. 156-23
RESOLUTION (1) APPROVING THE MINI-
MUM REQUIREMENTS, COMPETITIVE CRI-
TERIA, AND OFFERING PROCEDURES
FOR THE DEVELOPMENT AND THE SALE
OF CERTAIN REAL PROPERTY AND IM-
PROVEMENTS IN THE GREATER DOW-
NTOWN URBAN RENEWAL DISTRICT; (2)
DETERMINING THAT THE OFFER TO PUR-
CHASE SUBMITTED BY MCCOY GROUP,
INC. SATISFIES THE OFFERING REQUIRE-
MENTS WITH RESPECT TO THE REAL
PROPERTY AND IMPROVEMENTS AND DE-
CLARING THE INTENT OF THE CITY COUN-
CIL TO APPROVE THE SALE TO MCCOY
GROUP, INC. IN THE EVENT THAT NO
COMPETING PROPOSALS ARE SUBMIT-
TED; AND (3) SOLICITING COMPETING
PROPOSALS**

Whereas, the City Council of Dubuque, Iowa, did on May 1, 2023 adopt an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District ("the Plan") for the Urban Renewal Area described therein; and

Whereas, the Plan provides, among other things, for the disposition of properties for private development purposes as a proposed economic development action; and

Whereas, McCoy Group, Inc. ("Developer") has submitted to the City a proposal in the form of an offer to purchase (the "Development

Agreement") for the purchase of certain City-owned real property hereinafter described ("the Property"), which Development Agreement proposes the Developer will undertake the purchase of a building located at the corner of Bell Street and East 6th Street as described therein, which Property is the real estate consisting of approximately 0.7 acres shown on Exhibit A, and which Development Agreement requests that this Property be made available for sale as rapidly as possible; and

Whereas, in order to establish reasonably competitive bidding procedures for the disposition of the Property in accordance with the statutory requirements of Iowa Code Chapter 403, specifically, Section 403.8, and to assure that the City extends a full and fair opportunity to all developers interested in submitting a proposal, a summary of submission requirements and minimum requirements and competitive criteria for the Property offering is included herein; and

Whereas, said Developer has signed a Development Agreement with the City, currently on file at the Office of the City Clerk; and

Whereas, to recognize both the firm proposal for sale of the Property and improvements already received by the City in the form of the Development Agreement, as described above, and to give full and fair opportunity to other developers interested in submitting a proposal for the sale and development of the Property, this Council should by this Resolution:

- 1) Set the fair market value of the Property for uses in accordance with the Plan;
- 2) Approve the minimum requirements and competitive criteria included herein;
- 3) Approve as to form the Development Agreement;
- 4) Set a date for receipt of competing proposals and the opening thereof;
- 5) Declare that the proposal submitted by Developer satisfies the minimum requirements of the offering, and that in the event no other qualified proposal is timely submitted, that the City Council intends to accept such proposal and authorize the City Manager to sign the Development Agreement;
- 6) Approve and direct publication of a notice to advise any other person of the opportunity to compete for sale of the Property on the terms and conditions set forth herein; and
- 7) Declare that in the event another qualified proposal is timely submitted and accepted, another and future notice will be published on the intent of the City to enter into the resulting contract, as required by law; and

Whereas, the City Council believes it is in the best interest of the City and the Plan to act as expeditiously as possible to sell the Property

as set forth herein.

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

Section 1. That the Property shown on Exhibit A [provided] hereto, shall be offered for sale in accordance with the terms and conditions contained in this Resolution.

Section 2. That it is hereby determined that in order to qualify for consideration for selection, any person must submit a proposal which meets these minimum requirements:

- 1) Contains an agreement to purchase the Parking Property, shown on Exhibit A, at not less than fair market value, which for the purposes of this resolution is hereby determined to be One Million One Hundred Thousand & 00/100 Dollars (\$1,100,000.00) and to provide for public parking on the Parking Property;
- 2) Sets out or provides to the satisfaction of the City Council the experience of the principals and key staff who are directly engaged in the performance of contract obligations in carrying out projects of similar scale and character; and
- 4) Meets, at a minimum, the terms and conditions of the Development Agreement submitted by the Developer including an agreement to create and maintain Eighteen (18) additional FTE employees employed by Developer or its Affiliate/s by October 1, 2025 and during the remaining term of the agreement for a total of Two Hundred Sixty-Six (266) FTE employees in the city of Dubuque, Iowa.

Section 3. That the Development Agreement by and between the City and the Developer be and is hereby approved as to form for the purposes hereinafter stated.

Section 4. That for the purpose of defining the offering of the Property for sale, said Development Agreement shall be deemed to be illustrative of the terms acceptable to the City with respect to:

- 1) Developer and City obligations; and
- 2) General terms and conditions.

Section 5. That the Development Agreement submitted by the Developer satisfies the requirements of this offering and, in the event that no other qualified proposals are timely submitted, that the City Council intends to accept and approve the Development Agreement.

Section 6. That it is hereby determined that the Developer possesses the qualifications, financial resources, and legal ability necessary to purchase the Property shown on Exhibit A and to construct, manage and operate the site in the manner proposed by this offering in accordance with the Plan.

Section 7. That the City Clerk shall receive

and retain for public examination the [provided] Development Agreement submitted by the Developer and, in the event no other qualified proposals are timely submitted, shall resubmit the Development Agreement to the City Council for final approval and execution upon expiration of the notice hereinafter prescribed.

Section 8. That the action of the City Council be considered to be and does hereby constitute notice to all concerned of the intention of this Council, in the event that no other qualified proposals are timely submitted, to accept the proposal of the Developer to purchase the Property shown on Exhibit A and to approve the Development Agreement by and between City and Developer.

Section 9. That the official notice of this offering and of the intent of the City, in the event no other qualified proposals are timely submitted, to approve the Development Agreement, shall be a true copy of this Resolution, but without the attachments referred to herein.

Section 10. That the City Clerk is authorized and directed to secure immediate publication of said official notice in the Telegraph Herald, a newspaper having a general circulation in the community, by publication of the text of this Resolution on or before the 19th day of May, 2023.

Section 11. That written proposals for the sale of the Property shown on Exhibit A will be received by the City Clerk at or before 10:00 a.m., June 16, 2023 in the Office of the City Clerk, located on the first floor at City Hall, 50 West 13th Street, Dubuque, Iowa 52001. Each proposal will be opened at the hour of 10:00 a.m. in City Hall, Dubuque, Iowa on June 16, 2023. Said proposals will then be presented to the City Council at 6:30 p.m., June 20, 2023, at a meeting to be held in the City Council Chambers, Historic Federal Building at 350 West 6th Street, Dubuque, Iowa.

Section 12. That the method of offering the Property for sale as set forth herein is in substantial conformance with the provisions of Iowa Code Section 403.8, requiring reasonable competitive bidding procedures as are hereby prescribed and "fair value."

Section 13. That the required documents for the submission of a proposal shall be in substantial conformity with the provisions of this Resolution.

Section 14. That the City Clerk is hereby nominated and appointed as the agent of the City of Dubuque, Iowa to receive proposals for the sale of the Property on that date and according to the procedure hereinabove specified for receipt of such proposals and to proceed at such time to formally acknowledge receipt of each of such proposal by noting the receipt of same in the Minutes of the Council; that the City Manager is hereby authorized and directed to make preliminary analysis of each

such proposal for compliance with the minimum requirements established by this Council hereinabove. For each proposal that satisfies these requirements, the City Council shall judge the strength of the proposal by the competitive criteria established hereinabove. The City Council shall then make the final evaluation and selection of the proposals.

Section 15. If, and only if, competing proposals are received and determined by the Council to meet the minimum requirements described herein, the Developer shall be allowed to amend its proposal in response thereto and to deliver same to the City Manager, by no later than a date determined by the City Council. In such event, the Council shall schedule a subsequent meeting to be held by the City Manager at which there shall be a bid-off conducted by the City Manager. During such bid-off, each competing bidder shall bid against the other, starting with the second proposal received and continuing until such time as each bidder shall decline to improve its proposal to acquire and redevelop the Property shown on Exhibit A in response to the last bid of the other bidder or bidders. The period of time to be allowed for such bid-off shall be determined by the City Manager. The rules of such bid-off shall be as determined by the City Manager at or before such bid-off period and shall be absolute.

Section 16. That in the event another qualified proposal is timely submitted and accepted by the City, another and further notice shall be published of the intent of the City of Dubuque, Iowa, to enter into the resulting agreement, as required by law.

Passed, approved, and adopted this 15th day of May, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breifelder, City Clerk

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. Equity and Human Rights Commission: One, 3-Year term through January 1, 2024 (Vacant term of Evans). Applicants: Pamela Birch, 1550 Butterfields Dr.; Michaela Freiburger, 1718 Diane Ct.; Kristen Leffler, 159 Julien Dubuque Dr.; Candace Raymond, 1155 Tressa St.; Theresa Sampson Brown, 2285 Clydesdale Ct.; Nina Streauslin, 3904 Cora Dr. This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 9 Commissioners total; currently 4 males/4 females/ 1 opening. Upon roll call vote, Ms. Sampson Brown was appointed to the three-year term through January 1, 2024. Ms. Freiburger received 1 vote (Wethal), and Ms. Sampson Brown received the remaining 6 votes.

2. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2025 (Vacant term of Krayner). Applicant: Cliff Conrad, 135 West 17th St. Motion by Jones to appoint Mr. Conrad to the three-year term through July 1, 2025. Seconded by Sprank. Motion carried 7-0.

PUBLIC HEARINGS

Municipal Services Center EV Charging Stations Project: Motion by Farber to receive and file the documents and adopt Resolution No. 157-23 Municipal Services Center EV Charging Stations Project: approval of plans, specifications, form of contract, and estimated cost; for the Municipal Services Center EV Charging Stations Project. Seconded by Russell. Public Works Director John Klostermann and Sustainable Communities Coordinator Gina Bell responded to questions from the City Council regarding future prospects on electric vehicles (EVs) and their contribution toward the city's goals within its Climate Action Plan. Mr. Klostermann and City Manager Van Milligen responded to a question from the City Council regarding other city departments' involvement in obtaining EVs. City Council Members discussed the benefits of EVs and their desire to further invest in the city's EV fleet. Motion carried 7-0.

RESOLUTION NO. 157-23 MUNICIPAL SERVICES CENTER EV CHARGING STATIONS PROJECT; AP- PROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; FOR THE MUNICIPAL SERVICES CENTER EV CHARGING STATIONS PRO- JECT

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

That the proposed plans, specification, form of contract and estimated costs for the Municipal Services Center EV charging Stations Project, in the estimated amount of \$134,670 are hereby approved.

Passed, approved, and adopted this 15th day of May 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. 2023 Pavement Marking Project: Motion by Jones to receive and file the documents and adopt Resolution No. 158-23 Approval of plans, specifications, form of contract, and estimated cost for the 2023 Pavement Marking Project. Seconded by Wethal. Responding to a question from the City Council on how the calculation of the State of Iowa's portion of the project is determined,

Project Manager Steve Sampson Brown stated that the state's portion is calculated from road use tax funds from state. Motion carried 7-0.

RESOLUTION NO. 158-23 APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE 2023 PAVEMENT MARKING PROJECT

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

That the proposed plans, specifications, form of contract and estimated cost for 2023 Pavement Marking Project, in the estimated amount \$226,693.00, are hereby approved.

Passed, adopted, and approved this 15th day of May 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Public Hearing for Sale of City-Owned Property at 590 Clarke Drive: Motion by Resnick to receive and file the documents and adopt Resolution No. 159-23 Disposing of city interest in real property at 590 Clarke Drive, in the City of Dubuque, Iowa. Seconded by Jones. Motion carried 7-0.

RESOLUTION NO. 159-23 DISPOSING OF CITY INTEREST IN REAL PROPERTY AT 590 CLARKE DRIVE, IN THE CITY OF DUBUQUE, IOWA

Whereas, the City Council, by Resolution No. 128-23, dated May 1, 2023, declared its intent to dispose of City interest in real property located at 590 Clarke Drive (the Property) legally described as:

Lot 8, except the Southerly 50 ft. thereof, as conveyed by Warranty Deed recorded in Book 148TL, Page 269, and, except that part conveyed by Warranty Deed 792-1998, in J.P. Porter's Addition to Dubuque, in the City of Dubuque, Iowa, according to the recorded plat thereof; and

Whereas, pursuant to published notice, a public hearing was held on the proposed disposition on May 15, 2023 at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

Whereas, it is the determination of the City Council that approval of the purchase agreement for the sale to Ry Meyer according to the terms and conditions set out in the purchase agreement is in the public interest of the City of Dubuque.

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

Section 1. The purchase agreement by and between the City of Dubuque and Ry Meyer for

the sale of the Property, a copy [provided] hereto, is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute a Special Warranty Deed, conveying the City's interest in the Property to Ry Meyer.

Section 3. That the City Clerk is hereby authorized and directed to cause said Special Warranty Deed to be delivered to the City Attorney's Office, together with a certified copy of the Resolution.

Passed, approved, and adopted this 15th day of May 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

4. Fiscal Year 2023 Second Budget Amendment: Motion by Resnick to receive and file the documents and adopt Resolution No. 160-23 Amending the current budget for Fiscal Year Ending June 2023 (as last certified or amended on 10/17/2022). Seconded by Farber. Motion carried 7-0.

Continued on Next Page

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET				
City of DUBUQUE				
Fiscal Year July 1, 2022 - June 30, 2023				
The City of DUBUQUE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023				
Meeting Date/Time: 5/15/2023 06:30 PM		Contact: Jennifer Larson	Phone: (563) 589-4398	
Meeting Location: City Council Chambers at the Historic Federal Building, 350 West 6 th Street, Dubuque, Iowa				
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .				
REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	25,574,621	0	25,574,621
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	25,574,621	0	25,574,621
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	12,965,223	0	12,965,223
Other City Taxes	6	23,115,778	0	23,115,778
Licenses & Permits	7	2,030,903	0	2,030,903
Use of Money & Property	8	17,083,716	0	17,083,716
Intergovernmental	9	74,245,447	2,818,072	77,063,519
Charges for Service	10	51,581,648	0	51,581,648
Special Assessments	11	184,524	0	184,524
Miscellaneous	12	10,323,926	856,572	11,180,498
Other Financing Sources	13	27,811,579	-2,186,822	25,624,757
Transfers In	14	61,175,973	-1,039,765	60,136,208
Total Revenues & Other Sources	15	306,093,338	448,057	306,541,395
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	35,458,346	117,065	35,575,411
Public Works	17	17,699,585	-21,811	17,677,774
Health and Social Services	18	1,084,405	3,186	1,087,591
Culture and Recreation	19	18,365,497	195,405	18,560,902
Community and Economic Development	20	16,941,286	-441,471	16,499,815
General Government	21	14,393,111	0	14,393,111
Debt Service	22	11,764,376	0	11,764,376
Capital Projects	23	125,564,458	1,581,898	127,146,356
Total Government Activities Expenditures	24	241,271,064	1,434,272	242,705,336
Business Type/Enterprise	25	91,997,072	1,816,034	93,813,106
Total Gov Activities & Business Expenditures	26	333,268,136	3,250,306	336,518,442
Transfers Out	27	61,175,973	-1,039,765	60,136,208
Total Expenditures/Transfers Out	28	394,444,109	2,210,541	396,654,650
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-88,350,771	-1,762,484	-90,113,255
Beginning Fund Balance July 1, 2022	30	179,887,926	0	179,887,926
Ending Fund Balance June 30, 2023	31	91,537,155	-1,762,484	89,774,671
Explanation of Changes: This amendment adds additional revenue from grants received, private funding, and the appropriation to spend the monies. Adjustment to reflect actual budget of projects.				
Passed, approved, and adopted this 15 th day of May 2023.				
Attest: /s/Brad M. Cavanagh, Mayor				
Attest: /s/Adrienne N. Breitfelder, City Clerk				

PUBLIC INPUT

Rick Dickinson, President and CEO of Greater Dubuque Development Corporation (GDDC), thanked the City Council for their vote in support of Public Hearing No. 1, summarizing the importance of EVs toward good air quality and how they factor into Dubuque being a community of choice for residents. Mr. Dickinson also thanked the City Council and city staff for Item Set for Public Hearing No. 3, expressing appreciation for the city quickly addressing the needs of McCoy Group, Inc.

ACTION ITEMS

1. Destination Iowa Outdoor Recreation Fund Grant: Motion by Resnick to receive and file the documents and approve the City Manager executing the Destination Iowa Outdoor Recreation Fund Grant. Seconded by Sprank. Council Member Farber asked if she needed to recuse herself from the vote. City Attorney Brumwell confirmed that Council Member Farber did not need to recuse herself. City Council Members expressed enthusiasm for the grant. Motion carried 7-0.

2. St. Anne & Avalon Intersection Reconstruction Project: Motion by Jones to receive and file the documents and adopt Resolution No. 161-23 Awarding Public Improvement Construction Contract for the St. Anne and Avalon Intersection Reconstruction Project. Seconded by Roussell. Motion carried 7-0.

**RESOLUTION NO. 161-23
AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE ST. ANNE AND AVALON INTERSECTION RECONSTRUCTION PROJECT**

Whereas, sealed proposals have been submitted by contractors for the St. Anne and Avalon Intersection Reconstruction Project, (the Project) and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 18th day of April 2023; and

Whereas, said sealed proposals were opened and read on the 4th day of May 2023 and it has been determined that Offset Construction, LLC, of Farley, IA. submitted the low bid in the amount of \$207,547.60, and is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Construction Contract for the Project is hereby awarded to Offset Construction, LLC and the City Manager is hereby directed to execute a Public Improvement Construction Contract on behalf of the

City of Dubuque for the Project.

Passed, adopted, and approved this 15th day of May 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Proposed amendment to the 2020 National Electrical Code: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Responding to a question from the City Council, Assistant Housing Director Michael Belmont stated that electrical is not in scope of the international building codes, and that the ordinance update is a revision to an existing amendment. City Attorney Brumwell stated that the National Electrical Code (NEC) has been adopted by the State of Iowa. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 20-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article D Electrical Code. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 20-23
AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES, ARTICLE D ELECTRICAL CODE**

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

Section 1. Section 14-1D-2 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1D-2: NATIONAL ELECTRICAL CODE AMENDMENTS:

The National Electrical Code adopted by section 14-1D-1 of this article is hereby amended as follows:

....

210.8. Ground-Fault Circuit-Interrupter Protection For Personnel. Ground-fault circuit-interrupter protection for personnel shall be provided as required in 210.8(A) through (E). The ground-fault circuit-interrupter shall be installed in a readily accessible location.

....

220.12(B) Energy Code. This section is hereby repealed and the following inserted in lieu thereof:

220.12(B) Energy Code. Where the building is designed and constructed to comply with an energy code adopted by the local authority, the lighting load shall be permitted to be calculated at the values specified in

the energy code.

Article 334.12 Uses Not Permitted.
Adopted as is, except add item 11:

(11) In hotels, motels, commercial, mercantile, industrial, institutional, and public buildings

Article 408.4 Field Identification Required. Insert the following section:

Article 408.4(C). Additional Labeling Of Electrical Service Panels And Switchboards. A permanent legible label shall be installed at or on the main electrical service panel and shall include the following:

- (1) The name of the contracting company performing the work
- (2) Contact information for the contracting company performing the work
- (3) Location(s) of all accessible bolted grounding connections to any metal water service piping.
- (4) approximate location(s) of all buried ground-rod connections, if any installed.
- (5) Approximate location of all bolted grounding connections to reinforcing steel in foundation if installed.
- (6) Location(s) of all accessible bolted bonding connections to building steel and all other metal piping systems including gas piping, sprinklers, etc.
- (7) Location of the intersystem bonding terminal bus bar. Irreversible connections (compression, exothermic, etc.) are not required to be accessible.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 15th day of May, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk
Published officially in the Telegraph Herald newspaper on the 19th day of May, 2023.

/s/Adrienne N. Breitfelder, City Clerk

4. Adoption of the 2021 International I-Codes: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. City Council Members discussed the exclusion of residential sprinklers in the City of Dubuque Code of Ordinances and that future discussions may be needed regarding them. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 21-23 Amending City of Dubuque Code of Ordinances Title

14 Building and Development, Chapter 1 Building Codes, Article A Building Code and Regulations; Ordinance No. 22-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article B Residential Code; Ordinance No. 23-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article E Fire Code and Regulations; Ordinance No. 24-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article F Mechanical Code; Ordinance No. 25-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article J Property Maintenance Code; and Ordinance No. 26-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article K International Existing Building Code. Seconded by Sprank. Motion carried 7-0.

ORDINANCE NO. 21-23

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES, ARTICLE A BUILDING CODE AND REGULATIONS

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

Section 1. Section 14-1A-1 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1A-1: INTERNATIONAL BUILDING CODE ADOPTED:

Except as hereinafter added to, deleted, modified, or amended, there is hereby adopted by reference as the building code of the City that certain building code known as the International Building Code, 2021 edition, and as published by the International Code Council, and the provisions of such building code shall be controlling in the construction of buildings and other structures and in all matters covered by such building code within the corporate limits of the City and shall be known as the "Dubuque Building Code". A copy of the International Building Code, 2021 edition, as adopted, shall be on file in the Office of the City Clerk for public inspection.

Section 2. Section 14-1A-2 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1A-2: INTERNATIONAL BUILDING CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the International Building Code, 2021 edition, adopted

in section 14-1A-1 of this article to read as follows:

Section 101.1. Title. Amended to read:

These regulations shall be known as the Dubuque Building Code, hereinafter referred to as "this code".

Section 103.1. Creation of enforcement agency. Amended to read:

103.1 Creation of enforcement agency. The Inspection & Construction Services Division is hereby created and the official in charge thereof shall be known as the Building Official. The function of this agency shall be the implementation, administration, and enforcement of the provisions of this code.

Section 105.5. Expiration. Amended to read:

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is completed within one year after its issuance. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods of not more than one hundred eighty (180) days each. Each extension shall be requested in writing and justifiable case demonstrated.

Sections 113.1 through 113.3 replaced with City of Dubuque Code of Ordinances section 14-1A-6.

Section 114. Violations. Amended to read:

114.1 Unlawful Acts. It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

The doing of any act, or the omission of any act, declared to be unlawful by this code, or any code or ordinance herein adopted by reference, shall be deemed a separate offense for each day or portion thereof during which any such unlawful act is committed, continued, or permitted and upon conviction, shall be punishable as provided in title 1 of the City Code of Ordinances. The penalty herein provided shall be cumulative with and in addition to the revocation, cancellation, or forfeiture of any license or permit elsewhere in this code provided for violation thereof.

A notice of violation is not required in every situation and City staff may issue a municipal infraction without previously issuing a notice of violation.

Section 116. Unsafe Structures And Equipment. Amended to read:

116 Unsafe Structures And Equipment.

All buildings or structures regulated by this code which are structurally unsafe or not provided with adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life are, for the purpose of this Section, unsafe. Any use of buildings or structures constituting a hazard to safety, health, or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage, or abandonment is, for the purposes of this Section, an unsafe use. Any parapet wall, cornice, spire, tower, tank, statuary, or other appendage or structural member which is supported by, attached to, or a part of a building and which is in deteriorated condition or otherwise unable to sustain the design loads which are specified in this code is, for the purposes of this Section, hereby designated as an unsafe building appendage.

All such unsafe buildings, structures, or appendages are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedures set forth in title 14, chapter 3 of the Code of Ordinances.

Section 202. Definitions. Amendment to "building official" and inclusion of "code official":

Building Official. See "Code Official".

Code Official. The officer or other designated authority charged with the administration and enforcement of this code or a duly authorized representative thereof. Any reference to "Building Official" in this code shall have the same meaning as "Code Official".

Section 903.3.1.1.1. Exempt Locations. Amended to read:

903.3.1.1.1 Exempt Locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system, in accordance with Section 907.2 of this code, that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from a room or area merely because the room or area is damp, of fire-resistance-rated construction, or contains electrical equipment.

1. A room or area where the application of water, or flame and water, constitutes a serious life or fire hazard.

2. A room or area where sprinklers are considered undesirable because of the nature of the

contents, where approved by the fire code official.

3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Rooms or areas that are of non-combustible construction with wholly noncombustible contents.
5. Fire service access elevator machine rooms and machinery spaces.
6. Machine rooms, machinery spaces, control rooms and control spaces associated with occupant evacuation elevators designed in accordance with Section 3008.

Section 1031.3.2 Minimum dimensions. Amended to read:

1031.3.2 Minimum dimensions. The minimum net clear opening height dimension shall be 24 inches (610 mm). The minimum net clear opening width dimension shall be 20 inches (508 mm). The net clear opening dimensions shall be the result of normal operation of the opening.

Exception: Replacement windows shall be exempt from the minimum size requirements of this section, provided that the replacement window meets the following conditions:

1. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening, provided that the replacement window shall be of a style that provides for the greatest net clear window opening area in the existing frame or existing rough opening and shall have a minimum net clear opening width of 20 inches (508 mm), a minimum net clear opening height of 22 inches (559 mm), and a minimum net clear opening of 4.0 square ft. (0.372 square meters).
2. The replacement window is not part of a change of occupancy or use.

Section 1031.3.3. Maximum height from floor. Amended to read:

1031.3.3 Maximum height from floor. Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 44 inches (1118 mm) as measured from the floor. Exception: The bottom of the clear opening may exceed 44 inches

(1118 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the bottom of the clear opening shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 18 inches (457 mm) and shall be a minimum of 36 inches (914 mm) wide or as wide as the clear openable width of the window, whichever is greater, or another approved method/platform.
- b. The emergency escape or rescue window shall comply with section 1031.3.2.

Section 3. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 15th day of May, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk

Published officially in the Telegraph Herald newspaper on the 19th day of May 2023.

/s/Adrienne N. Breitfelder, City Clerk

ORDINANCE NO. 22-23

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES, ARTICLE B RESIDENTIAL CODE

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

Section 14-1B-1 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1B-1: INTERNATIONAL RESIDENTIAL CODE ADOPTED:

Except as hereinafter added to, deleted, modified, or amended, there is hereby adopted by reference as the residential building code of the City that certain building code known as the International Residential Code, 2021 edition, and as published by the International Code Council, and the provisions of such building code shall be controlling in the construction, remodeling, maintenance, repair, and reconstruction of one- and two-family residential buildings and in all matters covered by such building code within the corporate limits of the City and shall be known as

the "Dubuque Residential Building Code". A copy of the International Residential Code, 2021 edition, as adopted, shall be on file in the Office of the City Clerk for public inspection.

Section 2. Section 14-1B-2 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1B-2: INTERNATIONAL RESIDENTIAL CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the International Residential Code, 2021 edition, adopted in section 14-1B-1 of this article to read as follows:

Section R101.1 Title. Amended to read:

R101.1 Title. These provisions shall be known as the Dubuque Residential Building Code of the City of Dubuque and shall be cited as such and will be referred to herein as "this code."

Section R103.1 Creation Of Enforcement Agency. Amended to read:

R103.1. Creation Of Enforcement Agency. There is hereby established in the city the Inspection & Construction Services Division, which shall be under the jurisdiction of the code official.

Section R105.5 Expiration. Amended to read:

R105.5. Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is completed within one year after its issuance. The code official is authorized to grant, in writing, one or more extensions of time, for periods not to exceed 180 days for each such approved extension. The extensions shall be requested in writing and justifiable cause demonstrated.

Section R112.1 through R112.4 replaced with City of Dubuque Code of Ordinances section 14-1A-6.

Section R113 Violations. Amended to read:

R113. Violations. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy, or maintain any building or structure or cause or permit the same to be done in violation of this code.

The doing of any act, or the omission of any act, declared to be unlawful by this code, or any code or ordinance herein adopted by reference shall be deemed a separate

offense for each and every day or portion thereof during which any such unlawful act is committed, continued, or permitted to continue and upon conviction shall be punishable as provided in title 1 of the City Code of Ordinances. The penalty herein provided shall be cumulative with and in addition to the revocation, cancellation, or forfeiture of any license or permit elsewhere in this code provided for violation thereof.

A notice of violation is not required in every situation and city staff may issue a municipal infraction without previously issuing a notice of violation.

Section R202 Definitions. Amendment to "building official" and inclusion of "code official":

Building Official. See "Code Official".

Code Official. The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. Any reference to building official in this code refers to code official.

Section R310.1. Emergency escape and rescue opening required. Amended to Read:

R310.1. Emergency escape and rescue opening required. Basements, habitable attics, and every sleeping room shall have not less than one operable emergency escape and rescue opening. Where basements contain one or more sleeping rooms, an emergency escape and rescue opening shall be required in each sleeping room. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court having a minimum width of 36 inches (914 mm) that opens to a public way.

Exceptions:

1. Storm shelters and basements used only to house mechanical equipment not exceeding a total floor area of 200 square ft. (18.58 m²).
2. Where the dwelling unit or townhouse unit is equipped with an automatic sprinkler system installed in accordance with Section P2904 of this code, sleeping rooms in basements shall not be required to have emergency escape and rescue

openings provided that the basement has one of the following:

- 2.1 One means of egress complying with Section R311 and one emergency escape and rescue opening.
- 2.2 Two means of egress complying with Section R311.
3. A yard shall not be required to open directly into a public way where the yard opens to an unobstructed path from the yard to the public way. Such path shall have a width of not less than 36 inches (914 mm).
4. Basements without bedrooms that provide a second stairway that terminates in a room separate from the first stairway.

Section R310.5 Replacement windows for emergency escape and rescue openings. Amended to read:

R310.5 Replacement windows for emergency escape and rescue openings shall be permitted to have minimum dimensions in accordance with Sections R310.5.1 through R310.5.3 of this code, provided the replacement window meets the following conditions:

1. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window shall be of a style that provides for the greatest net clear window opening area in the existing frame or existing rough opening.
2. The replacement window is not part of a change of occupancy.

R310.5.1 Minimum size. Emergency escape and rescue openings shall have a net clear opening of not less than 4.0 square ft. (0.37 m²).

R310.5.2 Minimum dimensions. The minimum net clear opening height dimension shall be 22 inches (558 mm). The minimum net clear opening width dimension shall be 20 inches (508 mm). The net clear opening dimensions shall be the result of normal operation of the opening.

R310.5.3 Maximum height from floor. Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 48 inches (1219 mm) above the floor.

Exception: An existing finished sill height may exceed 48 inches (1219 mm) above the floor if the following

conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the bottom of the clear opening shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 18 inches (457 mm) and shall be a minimum of 36 inches (914 mm) wide or as wide as the clear openable width of the window, whichever is greater, or another approved method/platform.

- b. The building is equipped with smoke alarms installed in accordance with section R314 of this code.

Section R313 Automatic Fire Sprinkler Systems. Deleted.

Section N1101.14 (R401.3) Certificate (Mandatory). Deleted.

Section N1102.4.1.2 (R402.4.1.2) Testing. Deleted.

Section N1103.3.4 (R403.3.4) Duct Leakage (Prescriptive). Deleted.

Section N1103.3.5 (R403.3.5) Building Cavities (Mandatory). Amended to read:

N1103.3.7 (R403.3.7). Building Cavities (Mandatory). Exterior building framing cavities shall not be used as ducts or plenums.

Section P2904 Dwelling Unit Fire Sprinkler Systems. Deleted.

Chapter 29. Deleted.

Chapter 30 Sanitary Drainage. Deleted.

Part VIII "Electrical" is hereby amended by deleting chapters 34-43 in their entirety.

Appendix A - Do not adopt

Appendix B - Do not adopt

Appendix C - Do not adopt

Appendix D - Do not adopt

Appendix E - Do not adopt

Appendix F - Do not adopt

Appendix G - Do not adopt

Appendix H - Do not adopt

Appendix I - Do not adopt

Appendix J - Do not adopt

Appendix K - Do not adopt

Appendix L - Do not adopt

Appendix M - Do not adopt

Appendix N - Do not adopt

Appendix O - Do not adopt

Appendix P - Do not adopt

Appendix Q - Adopt

Appendix R - Do not adopt

Appendix S - Do not adopt

Appendix T - Do not adopt

Section 3. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 15th day of May, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk

Published officially in the Telegraph Herald newspaper on the 19th day of May 2023.

/s/Adrienne N. Breitfelder, City Clerk

ORDINANCE NO. 23-23

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES, ARTICLE E FIRE CODE AND REGULATIONS

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

Section 1. Section 14-1E-1 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1E-1: INTERNATIONAL FIRE CODE ADOPTED:

Except as hereinafter added to, deleted, modified, or amended, the International Fire Code, 2021 edition, as promulgated by the International Code Council, is hereby adopted by reference from the effective date hereof.

A copy of the International Fire Code, 2021 edition, is on file at the fire headquarters for public inspection.

Section 2. Section 14-1E-2 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1E-2: INTERNATIONAL FIRE CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the International Fire Code, 2021 edition, adopted in section 14-1E-1 of this article to read as follows:

Section 101.1 Title. Amended to read:

101.1 Title. These regulations shall be known as the Dubuque Fire Code, hereinafter referred to as "this code."

Section 102.6 Historic Buildings. Amended to read:

102.6 Historic Buildings. Repairs, alterations, and additions to a historic building shall comply with the provisions of the Dubuque Existing Building Code.

Section 105.5 Required operational permits. Amended to read:

105.5 Required operational permits. The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.5.2 through 105.5.52 of this code. It shall be unlawful for any person, firm, or

corporation to use a building or premises or engage in any activity for which a permit is required by the Dubuque Code of Ordinances without first having obtained such permit.

Section 111 replaced with City of Dubuque Code of Ordinances section 14-1A-6.

Section 308.1.4 Open-flame cooking devices. Amended to read:

Charcoal burners and other open-flame cooking devices shall not be located, stored, or operated on combustible balconies or within 10 ft. (3,048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings.
2. Where buildings, balconies, and decks are protected by an automatic sprinkler system.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2 ½ pounds [nominal 1 pound (0.454 kg) LP-gas attached].

Section 505.1 Address Identification.

Amended to read:

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numerals or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address identification shall be maintained.

505.1.1 Interior room numbers. New and existing buildings shall be provided with approved room and suite identification. The room and suite identification shall be placed in a position that is plainly legible and visible. Identification characters shall contrast with their background.

Section 506.1 Where Required. Amended to read:

506.1 Where Required. An approved key box shall be required on all commercial and residential structures that contain off-site monitored fire alarm and/or sprinkler

systems or where access to or within a structure or an area is restricted because of secured openings. Where immediate access is necessary for lifesaving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type listed in accordance with UL 1037 and shall contain keys to gain necessary access as required by the fire code official.

506.1.2 Key boxes for fire service elevator keys. Amended to read:

506.1.2 Key boxes for fire service elevator keys. Approved key boxes shall be provided for fire service elevator keys shall comply with Section 506.1 of this code and all of the following:

1. The key box shall be the rapid entry key box system in use in the jurisdiction and approved by the fire code official.
2. The front cover shall be permanently labeled with the words "FIRE DEPARTMENT USE ONLY."
3. The key box shall be mounted at each elevator bank at the lobby nearest to the lowest level of fire department access.
4. The key box shall be mounted 5 ft. 6 inches (1,676 mm) above the finished floor to the right side of the elevator bank.
5. Contents of each key box shall be the building master key, fire service elevator keys, recall keys, and additional elevator access tools, keys, and information pertinent to emergency planning or elevator access as determined necessary by the fire code official.
6. In buildings with two or more elevator banks, a single key box shall be permitted to be used where such elevator banks are located on the same floor and separated by not more than 30 ft. (9,144 mm). Additional key boxes shall be provided for each individual elevator or elevator bank separated by more than 30 ft. (9,144 mm).

Section 604.6 Elevator Keys. Amended to read:

604.6 Elevator Keys. All elevators shall be provided elevator car door and fire-fighter service keys in accordance with Sections 606.6.1 through 604.6.4 of this code.

604.6.1 Elevator key location. Keys for the elevator car doors and fire-fighter service keys shall be kept in an approved key box in an approved location in

accordance with Section 506.1.2 of this code.

604.6.2 Requirements for fire service elevator keys. Fire service elevator keys shall comply with all of the following:

1. Fire service elevator keys shall be of a patent-protected design to prevent unauthorized duplication.
2. Fire service elevator keys shall be factory restricted by the manufacturer to prevent the unauthorized distribution of key blanks. Uncut key blanks shall not be permitted to leave the factory.
3. Fire service elevator keys subject to these rules shall be engraved with the words "DO NOT DUPLICATE."

604.6.3 Access to fire service keys. Access to fire service elevator keys shall be restricted to the following:

1. Elevator owners or their authorized agents.
2. Elevator contractors.
3. Elevator inspectors of the jurisdiction.
4. Fire code officials of the jurisdiction.
5. The fire department and other emergency response agencies designated by the fire code official.

604.6.4 Responsibility to provide keys. The building owner shall provide one set of keys for each approved key box for fire service elevator key required by Section 506.1.1 of this code.

Section 606.2 Where Required. Amended to read:

606.2 Where Required. A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors, including but not limited to cooking equipment used in fixed, mobile, or temporary concessions, such as trucks, buses, trailers, pavilions, or any form of roofed enclosure, as required by the fire code official.

Exceptions:

1. Factory-built commercial exhaust hoods that are listed and labeled in accordance with UL 710 and installed in accordance with Section 304.1 of the Dubuque Mechanical Code, shall not be required to comply with Sections 507.1.5, 507.2.3., 507.2.5, 507.2.8, 507.3.1, 507.3.3, 507.4 and 507.5 of the Dubuque Mechanical Code.
2. Factory-built commercial cooking recirculating systems that are listed and labeled in accordance with UL 710B and installed in accordance

with Section 304.1 of the Dubuque Mechanical Code, shall not be required to comply with Sections 507.1.5, 507.2.3, 507.2.5, 507.2.8, 507.3.1, 507.3.3, 507.4, and 507.5 of the Dubuque Mechanical Code. For the purpose of determining floor area required to be ventilated, each individual appliance shall be considered as occupying not less than 100 square ft. (9.3m²).

3. Where cooking appliances are equipped with integral down-draft exhaust systems and such appliances and exhaust systems are listed and labeled for the application in accordance with NFPA 96, a hood shall not be required at or above them.
4. A Type I hood shall not be required for an electric cooking appliance where an approved testing agency provides documentation that the appliance effluent contains 5 mg/m³ or less of grease when tested at an exhaust flow rate of 500 cfm (0.236 m³/s) in accordance with UL 710B.

Section 903.3.1.1.1 Exempt Locations.

Amended to read:

903.3.1.1.1 Exempt Locations. Automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with section 907.2 of this code that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from a room merely because it is damp, of fire-resistance-rated construction, or contains electrical equipment.

1. A room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. A room or space where sprinklers are considered undesirable because of the nature of the contents, where approved by the fire code official.
3. Generator and transformer rooms separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Rooms or areas that are of non-combustible construction with wholly noncombustible contents.
5. Fire service access elevator machine rooms and machinery spaces.
6. Automatic sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoist ways other than pits

where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "Elevator Machinery-No Storage Allowed".

7. Machine rooms, machinery spaces, control rooms, and control spaces associated with occupant evacuation elevators designed in accordance with Section 3008 of the Dubuque Building Code. Automatic sprinklers shall not be installed in elevator hoist ways other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

Section 1028.5 Access To A Public Way.

Amended to read:

1028.5 Access To A Public Way. The exit discharge pathway shall be hard surfaced and provide a direct and unobstructed access to a public way.

Exception: Where access to a public way cannot be provided, a safe dispersal area shall be provided where all of the following are met:

1. The area shall be of a size to accommodate not less than 5 square ft. (0.46 m²) for each person.
2. The area shall be located on the same lot not less than 50 ft. (15,240 mm) away from the building requiring egress.
3. The area shall be permanently maintained and identified as a safe dispersal area.
4. The area shall be provided with a safe and unobstructed path of travel from the building.

1031.3.1 Minimum size. Amended to read:

Emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square ft.. (0.53m²)

Exception: The minimum net clear opening for grade-floor emergency escape and rescue openings shall be 5 square ft.. (0.46m²)

Exception: Replacement windows installed in buildings meeting the scope of this code shall be exempt from the minimum size requirements of this section, provided that the replacement window meets the following conditions:

1. The replacement window is the manufacturer's largest standard size window that will fit within the

existing frame or existing rough opening. The replacement window shall be of a style that provides for the greatest net clear window opening area in the existing frame or existing rough opening but will have a minimum net clear openable width of 20 inches (508 mm), a minimum net clear openable height of 22 inches (558 mm), and a minimum net clear opening of 4.0 square ft. (0.372 m²).

2. Window replacements permitted between April 11, 2016 and the effective date of this ordinance that serve as the required emergency escape and rescue opening will be allowed to remain as long as they meet the following requirements:
 - a. Window was permitted as required by the City of Dubuque
 - b. Window was approved as code compliant as documented by the City of Dubuque.

3. The replacement window is not part of a change of occupancy or use.

Section 1031.3.3. Maximum height from floor. Amended to read:

1031.3.3. Maximum height from floor. Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 44 inches (1118 mm) measured from the floor. An existing finished sill height may exceed 44 inches (1118 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the finished sill height shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 18 inches (457 mm) and shall be at least as wide as the clear openable width of the window or other approved method/platform.
- b. The emergency escape and rescue opening shall comply with section 1031.3.2 of this code.

Appendix A - Do not adopt
 Appendix B - Adopt
 Appendix C - Adopt
 Appendix D - Adopt
 Appendix E - Do not adopt
 Appendix F - Do not adopt
 Appendix G - Do not adopt

Appendix H - Do not adopt
 Appendix I - Do not adopt
 Appendix J - Do not adopt
 Appendix K - Do not adopt
 Appendix L - Do not adopt
 Appendix M - Do not adopt

Section 3. Section 14-1E-3 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1E-3: RESERVED:

Section 4. Section 14-1E-4 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1E-4: EMERGENCIES:

Where a situation requires immediate decision, that of the fire chief shall be final and conclusive.

Section 5. Section 14-1E-5 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1E-5: SPECIAL CONDITIONS:

The fire chief in matters of fire prevention shall have full power to exercise judgment in a reasonable and proper manner and rule accordingly on all special cases in regard to any of the matters and things treated in this code relating to fire hazards not specifically covered thereby.

Section 6. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 15th day of May, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk
 Published officially in the Telegraph Herald newspaper on the 19th day of May 2023.

/s/Adrienne N. Breitfelder, City Clerk

ORDINANCE NO. 24-23

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES, ARTICLE F MECHANICAL CODE

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

Section 1. Section 14-1F-1 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1F-1: INTERNATIONAL MECHANICAL CODE ADOPTED:

Except as hereinafter added to, deleted, modified, or amended, there is hereby adopted by reference as the mechanical code of the City that certain mechanical code known as the International Mechanical Code, 2021 edition, as published by the International Code Council, and the provisions of such mechanical code shall be controlling for the installation, maintenance, and use of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat-

producing appliances within the corporate limits of the City and shall be known as the Dubuque Mechanical Code. A copy of the International Mechanical Code, 2021 edition, as adopted, shall be on file in the Office of the City Clerk for public inspection.

Section 2. Section 14-1F-2 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1F-2: INTERNATIONAL MECHANICAL CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the International Mechanical Code, 2021 edition, adopted in section 14-1F-1 of this article to read as follows:

Section 101.1 Title. Amended to read:

101.1 Title. These regulations shall be known as the Dubuque Mechanical Code, hereinafter referred to as "this code."

Section 103.1 Creation of enforcement agency. Amended to read:

103.1 Creation of enforcement agency. The Inspection & Construction Services Division is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

Section 108 Violations. Amended to read:

Section 108. Violations And Penalties. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish, equip, use, occupy, or maintain any building or structure or cause or permit the same to be done in violation of this code.

The doing of any act, or the omission of any act, declared to be unlawful by this code, or any code or ordinance herein adopted by reference, shall be deemed a separate offense for each and every day during which any such unlawful act is committed, continued, or permitted to continue and upon conviction shall be punishable as provided in title 1 of the City Code of Ordinances. The penalty herein provided shall be cumulative with and in addition to the revocation, cancellation, or forfeiture of any license or permit elsewhere in this code provided for violation thereof.

A notice of violation is not required in every situation and city staff may issue a municipal infraction without previously issuing a notice of violation.

Section 113 Means Of Appeal. Amended to read:

113.1 Means of Appeals. See City of Dubuque Code of Ordinances section 14-1A-6

Section 114. Board of Appeals. Amended to read:

114.1 Board of Appeals. See city of Dubuque code of ordinances section 14-1A-6

Section 202 Definitions. Amendment to "building official" and inclusion of "code official":

Building Official. See "Code Official". Code Official. The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. Any reference to "building official" in this code refers to "code official".

Section 3. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 15th day of May, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk

Published officially in the Telegraph Herald newspaper on the 19th day of May 2023.

/s/Adrienne N. Breitfelder, City Clerk

ORDINANCE NO. 25-23

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES, ARTICLE J PROPERTY MAINTENANCE CODE

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

Section 1. Section 14-1J-1 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1J-1: INTERNATIONAL PROPERTY MAINTENANCE CODE ADOPTED:

That a certain document, copies of which are on file in the Offices of the Housing and Community Development Department, being marked and designated as the International Property Maintenance Code, 2021 edition, as published by the International Code Council, be and is hereby adopted as the Dubuque Property Maintenance Code, for regulating and governing the conditions and maintenance of all property, buildings, and structures; by providing the standards for supplied utilities, facilities, and other physical things and conditions essential to ensuring that structures are safe, sanitary, and fit for occupancy and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the

demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions, and terms of said Dubuque Property Maintenance Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions, and changes, if any, prescribed in section 14-1J-2 of this article.

Section 1. Section 14-1J-2 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1J-2: INTERNATIONAL PROPERTY MAINTENANCE CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the International Property Maintenance Code, 2021 edition, adopted in section 14-1J-1 of this article to read as follows:

Section 101.1 Title. Amended to read:

101.1 Title. These regulations shall be known as the Property Maintenance Code of the City of Dubuque, hereinafter referred to as "this code."

Section 103.1 Creation of enforcement agency. Amended to read:

103.1 Creation of enforcement agency. The Inspection & Construction Services Division is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration, and enforcement of the provisions of this code.

Section 104.1. Fees. Amended to read:

104.1. Fees. The fees for activities and services performed by the Inspection & Construction Services Division will be established by the city council. Any unpaid penalty, fine, fee, or interest shall constitute a lien on the real property and may be collected in the same manner as a property tax. Prior to filing a lien, the City shall send a notice of intent to file a lien to the owner of the property by first class mail to such owner's personal or business mailing address.

Section 109.2 Notice of violation. Amended to read:

109.2 Notice of violation. The code official shall serve a notice of violation or order in accordance with Section 111.4 of this code. A notice of violation is not required in every situation and city staff may issue a municipal infraction without previously issuing a

notice of violation. Such notice shall be deemed to be properly served where a copy thereof is served in accordance with any of the methods of service in section 111.4.2 or by first-class mail to the last known address of the owner or the owner's authorized agent.

Section 109.5. Abatement of Violation. Amended to read:

109.5. Abatement of Violation, Escrow Established.

A. Abatement of Violation. The imposition of the penalties herein described shall not preclude legal action by the City to restrain, correct, or abate a violation, or to prevent illegal occupancy of a building, structure, or premises, or to stop an illegal act, conduct, business, or utilization of the building, structure, or premises.

B. Escrow System Established.

1. Pursuant to the authority granted in Iowa Code 364.17, the City hereby creates an escrow system for the deposit of rent which will be applied to the costs of correcting violations of the codes applicable to residential rental housing in the City of Dubuque.

2. No rent shall be recoverable by the owner, the owner's authorized agent, or the lessor of any dwelling which does not comply with the codes applicable to residential rental housing in the City of Dubuque until such time as the dwelling does comply with the applicable codes.

3. If other methods have failed, the code official may contract to have work done as necessary to remedy violations of the applicable codes at a residential rental property, the cost of which shall be assessed to the owner or lessor and constitute a lien on the property; or be paid using the funds deposited into the escrow system for the cost of correcting violations.

4. Escrow Order and Payment Requirement:

a. An escrow order will be sent by certified mail, return receipt requested, to the owner, the owner's authorized agent, or the lessor, the first lienholder, and the tenant. A copy will be posted at the premises.

b. Upon receipt of an escrow

order, tenants shall pay their rent to the City which will hold the funds in escrow as provided herein. When rent is placed in escrow, neither the owner, the owner's authorized agent, nor the lessor may recover rent from the tenant.

- c. The effective date of the escrow order is fourteen (14) days from the date of the order.
 - d. A first lienholder may submit proof of an "Assignment of Rents" to the City. The City will adjust the escrow order to limit escrow collection of rents to the amount above the amount of the monthly mortgage payment due to the first lienholder. Unless otherwise required by law, the lienholder shall be responsible for collecting rents below the escrow amount.
 - e. The owner, the owner's authorized agent, the lessor, or the first lienholder may appeal an escrow order to the Housing Appeals and Mediation Board.
 - f. If the Housing Appeals and Mediation Board adjusts or overturns the escrow order, the funds so adjusted shall be released to the owner, the owner's authorized agent, or the lessor and shall be payable within fourteen (14) days.
5. An escrow order shall be stayed pending an appeal by an owner, the owner's authorized agent, or the lessor.
 6. The City shall develop a policy outlining the parameters and procedures for initiation of an escrow order. Such policy shall be on file with the Inspection and Construction Service Division and available to the public for review.

Section 107 Means of Appeal. Amended to read:

Section 107 Means of Appeal.

107.1 General Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the applicable board of appeals, provided a written application for appeal is filed within 20 days after the day the decision, notice, or order was served. An application for appeal shall be based on a claim that the true

intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

Section 108 Board of Appeal. Amended to read:

Section 108 Boards of Appeals

108.1 General. There will be two boards for hearing appeals on matters covered by the Dubuque Property Maintenance Code.

1. The Building Code Advisory and Appeal Board will hear appeals of decisions or determinations made by the code official relative to interpretation of this code. The Building Code Advisory and Appeal Board will use the provisions of 14-1A-6 of the City of Dubuque Code of Ordinances for the handling of appeals.
2. The Housing Appeals and Mediation Board will hear appeals regarding repair deadlines, nuisance abatement orders, and landlord/tenant disputes regarding property access, nuisance abatement, and rent abatement. The Housing Appeals and Mediation Board will use the provisions of 14-1J-7 of the City of Dubuque Code of Ordinances for the handling of appeals.

Section 202. Definitions. Amended to add definitions for building official and modify the definition of code official:

Building Official. See "Code Official".
Code Official. The officer, officers, or other designated authorities charged with the administration and enforcement of this code, or any duly authorized representative. Any reference to building official in this code refers to code official.

Habitable Space. Space in a structure for living, sleeping, or eating. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

Section 302.3. Sidewalks And Driveways. Amended to read:

302.3. Sidewalks And Driveways. Sidewalks, walkways, stairs, driveways, parking spaces, and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions. Hazardous conditions are any condition stated in the City of Dubuque's Standards for Defective Sidewalks/Approaches.

Snow/ice removal shall comply with section 302.3.1 of this code.

302.3.1 Snow/Ice Removal. The owner of the premises shall be responsible for snow/ice removal from sidewalks, walkways, stairs, driveways, parking spaces, and similar areas immediately after the snowfall ends and no longer than 24 hours after the snow event.

Exception: Pursuant to Iowa Code § 562A.15, a landlord may enter into an agreement, in certain circumstances, with a tenant for maintenance in which case the tenant will be responsible for complying with this section. Upon request of the city, a landlord must provide a copy of the written agreement to the code official. Responsibility for a violation will default to the property owner if the requested documentation is not provided within five (5) days of the date of service of the notice of violation.

Section 302.4. Weeds. Amended to read:

302.4. Weeds. Premises and exterior property shall be maintained in accordance with section 6-8-2 of the City of Dubuque Code of Ordinances. Exception: Pursuant to Iowa Code § 562A.15, a landlord may enter into an agreement, in certain circumstances, with a tenant for maintenance in which case the tenant will be responsible for complying with section 6-8-2 of the City of Dubuque Code of Ordinances. Upon request of the city, a landlord must provide a copy of the written agreement to the code official. Responsibility for a violation will default to the property owner if the requested documentation is not provided within five (5) days of the date of service of the notice of violation.

Section 302.8. Motor Vehicles. Amended to read:

302.8. Motor Vehicles. See sections 16-7-1-3 and 16-14-5 of the City of Dubuque Code of Ordinances.

Section 303.2. Enclosures. Amended to read:

303.2 Enclosures. All private swimming pools, hot tubs, and spas, which are capable of containing water more than 24 inches (610 mm) in depth, shall be completely surrounded by a fence or barrier not less than 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less

than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. An existing pool enclosure shall not be removed, replaced, or changed in a manner that reduces its effectiveness as a safety barrier.

Section 304.2. Protective Treatment. Amended to read:

304.2. Protective Treatment. Exterior surfaces, including but not limited to doors, door and window frames, cornices, porches, trim, balconies, decks, and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking, or chipped paint shall be eliminated, and surfaces repainted, regardless of whether any such surface consists of or contains decay-resistant wood. For avoidance of doubt, once an exterior wood surface consisting of or containing decay-resistant wood has been painted, the paint must be maintained as provided in this code. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors, and skylights, shall be maintained weather resistant and watertight. Metal surfaces subject to rust or corrosion shall be coated to inhibit such rust or corrosion. Oxidation stains and rust shall be removed from exterior surfaces when oxidation stains or rust compromises the function of the building component to perform as designed. Surfaces designed for stabilization by oxidation are exempt from this requirement.

Section 304.3. Address Identification. Amended to add:

Exception: The fire official may approve nonconforming address identification.

Section 304.14. Insect Screens. Insert: May 1 to November 1.

Section 304.18.1. Doors. Amended to read:

304.18.1. Doors. Doors providing access to a dwelling unit, rooming unit, or housekeeping unit that is rented, leased, or let shall be equipped with a

lock designed to be readily openable from the side from which egress is to be made without the need for keys, special knowledge, or special effort. Such locks shall be installed according to the manufacturer's specifications and maintained in good working order.

Section 305.3. Interior Surfaces. Amended to read:

305.3. Interior Surfaces.

A. Interior surfaces, including windows and doors, shall be maintained in good, clean, and sanitary condition. Peeling, chipping, loose, flaking, or abraded paint shall be repaired, removed, or covered. Cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.

B. All residential properties receiving federal assistance must be in compliance with the Lead Safe Housing Rule at 24 CFR 35 and the Lead-Based Paint Poisoning Prevention Act at 42 USC 4822. The owner of federally assisted units must provide certification that the dwelling is in accordance with said regulations. If the federally assisted unit was constructed prior to 1978, upon occupancy a notice must be provided which outlines the lead-based paint regulations, the hazards of lead-based paint poisoning, the symptoms and treatment of lead poisoning, and the precautions to be taken against lead poisoning.

C. All residential property must comply with the Residential Lead-Based Paint Hazard Reduction Act of 1992, requiring the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of certain housing built before 1978.

Section 308.2.1. Rubbish Storage Facilities. Amended to add:

Exception: Pursuant to Iowa Code §562A.15 a landlord may enter into an agreement, in certain circumstances, with a tenant for maintenance in which case the tenant will be responsible for compliance with this provision. Upon request of the city, a landlord must provide a copy of the written agreement. Responsibility for a violation will default to the property owner if the requested documentation is not provided within five (5) days of the

date of service of the notice of violation.

Section 404.4.2. Deleted.

Section 404.4.3. Water Closet Accessibility. Amended to read as follows:

404.4.3. Water Closet Accessibility. Every bedroom in a dwelling unit shall have access to not less than one water closet and lavatory located in the same story as the bedroom or an adjacent story.

Section 602.3. Heat Supply. Insert: September 15 to May 15.

Section 602.4. Occupiable Workspaces. Insert: September 15 to May 15.

Section 602.5. Room Temperature Measurement. Amended to read:

602.5. Room Temperature Measurement. The required room temperatures shall be measured three (3) ft. (914 mm) above the floor, at an interior wall.

Section 605.2. Receptacles. Amended to add:

Exception: In lieu of every habitable space in a dwelling containing two separate and remote receptacle outlets, one receptacle and a separate permanently installed light fixture is allowable.

Section 702.4. Emergency escape openings. Amended to read:

702.4. Emergency escape and rescue openings. Basements, habitable attics, and every sleeping room shall not have less than one operable emergency escape and rescue opening. Where basements contain one or more sleeping rooms, an emergency escape and rescue opening shall be required in each sleeping room. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court having a minimum width of 36 inches (914 mm) that opens to a public way. Emergency escape and rescue openings shall have minimum dimensions in accordance with 702.4.1 through 704.2.3 of this code.

Exception: Window replacements permitted between April 11, 2016 and the effective date of this ordinance that serve as the required emergency escape and rescue opening will be allowed to remain as long as they meet the following requirements:

- a. Window was permitted as required by the City of Dubuque
- b. Window was approved as code compliant as documented by the City of Dubuque.

702.4.1 Minimum size. Emergency

escape and rescue openings shall have a net clear opening of not less than 4.0 square ft. (0.370 m²).

702.4.2 Minimum dimensions. The minimum net clear opening height dimension shall be 22 inches (558 mm). The minimum net clear opening width dimension shall be 20 inches (508 mm). The net clear opening dimensions shall be the result of normal operation of the opening.

702.4.3 Maximum height from floor. Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 48 inches (1219 mm) above the floor.

Exception: An existing finished sill height may exceed 48 inches (1219 mm) above the floor if the following conditions are met:

a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the bottom of the clear opening shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 18 inches (457 mm) and shall be a minimum of 36 inches (914 mm) wide or as wide as the clear openable width of the window, whichever is greater, or another approved method/platform.

b. The building is equipped with smoke alarms installed in accordance with Section R314 of the International Residential Code in one- and two-family dwellings, or Section 907.2.10 of the International Building Code for all other structures, regardless of the valuation of the alteration.

Appendix A - Do not adopt

Appendix B - Do not adopt

Section 3. Section 14-1J-3 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1J-3: RENTAL LICENSES:

....

M. Licensed Rental Units:

1. All rental units are subject to regular inspection and follow up re-inspection as necessary.
2. Not less than seven (7) calendar days prior to a scheduled inspection, the City will mail to the license holder or the license holder's authorized

representative, by regular mail, notice of the date and time of the scheduled inspection. If the license holder or an authorized representative of the license holder is not present at the time of the scheduled inspection, and the inspector is unable to obtain entry to the rental unit, a second inspection will be scheduled. The license holder shall be responsible for notifying all affected tenants of each scheduled inspection.

- a. The license holder may cancel a scheduled inspection once without payment of a re-scheduling fee, provided the city manager or the city manager's designee is notified of the cancellation not less than two (2) business days prior to the scheduled inspection.

Section 4. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 15th day of May, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk

Published officially in the Telegraph Herald newspaper on the 19th day of May 2023.

/s/Adrienne N. Breitfelder, City Clerk

ORDINANCE NO. 26-23

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES, ARTICLE K INTERNATIONAL EXISTING BUILDING CODE

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

Section 1. Section 14-1K-1 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1K-1: INTERNATIONAL EXISTING BUILDING CODE ADOPTED:

Except as hereinafter added to, deleted, modified or amended, there is hereby adopted by reference as the existing building code of the City that certain existing building code known as the International Existing Building Code, 2021 edition, published by the International Code Council, and the provisions of such existing building code shall be controlling for all matters covered by such existing building code within the corporate limits of the City and shall be known as the Dubuque Existing Building Code. A copy of the International Existing Building Code, 2021 edition, as adopted, shall be on file in the Office of the City Clerk for public inspection.

Section 2. Section 14-1K-2 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1K-2: INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the International Existing Building Code, 2021 edition, adopted in section 14-1K-1 of this article to read as follows:

Section 101.1 Title. Amended to read:

101.1 Title. These regulations shall be known as the Dubuque Building Code, hereinafter referred to as "this code."

Section 103.1 Creation Of Enforcement Agency. Amended to read:

103.1 Creation Of Enforcement Agency. There is hereby established in the City the Inspection & Construction Services Division, which shall be under the jurisdiction of the code official.

Section 105.5 Expiration. Amended to read:

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is completed within one year after its issuance. The building official is authorized to grant, in writing, one or more extensions of time, for periods of not more than 180 days each. Each extension shall be requested in writing and justifiable cause demonstrated.

Section 112 Means of Appeals. Replaced with: See City of Dubuque Code of Ordinances section 14-1A-6.

Section 505.3 Replacement window emergency escape and rescue opening. Amended to read:

505.3 Replacement window emergency escape and rescue openings. Where windows are required to provide emergency escape and rescue openings in Group R-2 and R-3 occupancies regulated by the International Building Code and one- and two-family dwellings and townhouses regulated by the International Residential Code, replacement windows shall be permitted to have minimum dimensions in accordance with Sections 505.3.1 through 505.3.4 of this code, provided the replacement window meets the following conditions:

1. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening; Provided that the replacement window shall be of a

style that provides for the largest net clear window opening area in the existing frame or existing rough opening.

2. The replacement window is not part of a change of occupancy.

Section 505.3.1 Minimum size. Amended to read:

505.3.1 Minimum size. Emergency escape and rescue openings shall have a net clear opening of not less than 4.0 square ft. (0.372 m²).

Section 505.3.2 Minimum dimensions. Amended to read:

505.3.2 Minimum dimensions. The minimum net clear opening height dimension shall be 22 inches (558 mm). The minimum net clear opening width dimension shall be 20 inches (508 mm). The net clear opening dimensions shall be the result of normal operation of the opening.

Section 505.3.3 Maximum height from floor. Amended to read:

505.3.3 Maximum height from floor. Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 48 inches (1219 mm) above the floor.

Exception: An existing finished sill height may exceed 48 inches (1219 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the bottom of the clear opening shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 18 inches (457 mm) and shall be a minimum of 36 inches (914 mm) wide or as wide as the clear openable width of the window, whichever is greater, or another approved method/platform.
- b. The building is equipped with smoke alarms installed in accordance with Section R314 of the International Residential Code in one and two-family dwellings, or Section 907.2.10 of the International Building Code for all other structures, regardless of the valuation of the alteration.

Section 505.4 Bars, grilles, covers or screens. Amended to read:

505.4 Bars, grilles, covers, or screens. Bars, grilles, covers, screens, or similar devices are permitted to be placed over emergency escape and rescue openings, bulkhead enclosures, or window wells that serve such openings, provided all of the following conditions are met:

1. Such devices shall be releasable or removable from the inside without the use of a key, tool, or force greater than that which is required for normal operation of the escape and rescue opening.
2. Where such devices are installed, they shall not reduce the net clear opening of the emergency escape and rescue openings.
3. Smoke alarms shall be installed in accordance with Section R314 of the International Residential Code in one and two-family dwellings, or Section 907.2.10 of the International Building Code for all other structures, regardless of the valuation of the alteration.

Section 702.5 Replacement window emergency escape and rescue opening. Amended to read:

702.5 Replacement window emergency escape and rescue opening. Where windows are required to provide emergency escape and rescue openings in Group R-2 and R-3 occupancies regulated by the International Building Code and one- and two-family dwellings and townhouses regulated by the International Residential Code, replacement windows shall be permitted to have minimum dimensions in accordance with Sections 702.5.1 through 702.5.4 of this code, provided the replacement window meets the following conditions:

1. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window shall be of a style that provides for the greatest net clear window opening area in the existing frame or existing rough opening.
2. The replacement window is not part of a change of occupancy.

Section 702.5.1 Minimum size. Amended to read:

702.5.1 Minimum size. Emergency escape and rescue openings shall have a net clear opening of not less than 4.0 square ft. (0.372 m²).

Section 702.5.2 Minimum dimensions.

Amended to read:

702.5.2 Minimum dimensions. The minimum net clear opening height dimension shall be 22 inches (558 mm). The minimum net clear opening width dimension shall be 20 inches (508 mm). The net clear opening dimensions shall be the result of normal operation of the opening.

Section 702.5.3 Maximum height from floor. Amended to read:

702.5.3 Maximum height from floor. Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 48 inches (1219 mm) above the floor.

Exception: An existing finished sill height may exceed 48 inches (1219 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the bottom of the clear opening shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 18 inches (457 mm) and shall be a minimum of 36 inches (914 mm) wide or as wide as the clear openable width of the window, whichever is greater, or another approved method/platform.
- c. The building is equipped with smoke alarms installed in accordance with Section R314 of the International Residential Code in one and two-family dwellings, or Section 907.2.10 of the International Building Code for all other structures, regardless of the valuation of the alteration.

Section 3. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 15th day of May, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk

Published officially in the Telegraph Herald newspaper on the 19th day of May 2023.

/s/Adrienne N. Breitfelder, City Clerk

5. Adoption of the 2021 Uniform Plumbing Code: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to

the meeting at which it is to be passed be suspended. Seconded by Farber. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 27-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes; and Ordinance No. 28-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes by repealing Article H Plumbing Code and adopting a new Article H Plumbing Code in lieu thereof. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 27-23
AMENDING CITY OF DUBUQUE CODE OF
ORDINANCES TITLE 14 BUILDING AND DE-
VELOPMENT, CHAPTER 1 BUILDING
CODES**

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

Section 1. Title 14 Building and Development, Chapter 1 is amended by repealing Article G Fuel Gas Code.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 15th day of May, 2023.

/s/Brad M. Cavanagh, Mayor
Attest: /s/Adrienne N. Breittfelder, City Clerk
Published officially in the Telegraph Herald newspaper on the 19th day of May, 2023.

/s/Adrienne N. Breittfelder, City Clerk

**ORDINANCE NO. 28-23
AMENDING CITY OF DUBUQUE CODE OF
ORDINANCES TITLE 14 BUILDING AND DE-
VELOPMENT, CHAPTER 1 BUILDING
CODES BY REPEALING ARTICLE H
PLUMBING CODE AND ADOPTING A NEW
ARTICLE H PLUMBING CODE IN LIEU
THEREOF**

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

Section 1. Title 14, Chapter 1 of the City of Dubuque Code of Ordinances is hereby repealed and the following adopted in lieu thereof:

ARTICLE H. PLUMBING CODE

**14-1H-1: UNIFORM PLUMBING CODE
ADOPTED:**

Except as hereinafter added to, deleted, modified or amended, the Plumbing Code as adopted and amended by the State of Iowa Administrative Code 641 Chapter 25 is hereby adopted by reference as the Dubuque Plumbing Code, subject to the amendments and adoptions by the State of Iowa Department of Public Safety, and the provisions of such Plumbing Code shall be

controlling for the installation, alteration, repair, relocation, replacement, addition to and use or maintenance of plumbing equipment and systems in all matters covered by such Plumbing Code within the corporate limits of the City. A copy of the Uniform Plumbing Code, 2021 edition, as adopted, shall be on file in the Office of the City Clerk for public inspection.

**14-1H-2: UNIFORM PLUMBING CODE
AMENDMENTS:**

The following additions, deletions, modifications, or amendments of the Uniform Plumbing Code, 2021 edition, adopted in section 14-1H-1 of this article to read as follows:

Section 101.1 Title. Amended to read:
101.1 Title. These regulations shall be known as the Dubuque Plumbing Code, hereinafter referred to as "this code."

Section 104.5 Fees. Amended to read:

104.5 Fees. The fees for each permit shall be as set forth by the city council.

Section 104.5.3 Fee Refunds. Amended to read:

104.5.3 Fee Refunds. The Code Official may authorize the refunding of a fee as follows:

- (1) The code official may authorize the refunding of any fee paid hereunder which was erroneously paid or collected.
- (2) The code official may authorize the refunding of not more than eighty (80) percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
- (3) The code official may authorize the refunding of not more than eighty (80) percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan review effort has been expended.

Table 104.5 Plumbing Permit Fees.
Delete Table.

Table 604.1 Materials for Building Supply and Water Distribution Piping and Fittings. Amended as follows:

Table 604.1 MATERIALS FOR BUILDING SUPPLY AND WATER DISTRIBUTION PIPING AND FITTINGS				
MATERIAL	BUILDING SUPPLY PIPE AND FITTINGS	WATER DISTRIBUTION PIPE AND FITTINGS	REFERENCED STANDARD(S) PIPE	REFERENCED STANDARD(S) FITTINGS
Copper and	X(3)	X	ASTM B42, ASME B43, ASTM B75,	ASME B16.15, ASME B16.18, ASME B16.22,

Copper Alloys			ASTMB88, ASTMB135, ASTMB251, ASTMB302, ASTMB447	ASMEB16.26, AS-MEB16.50(2), ASMEB16.51, ASSE1061, ASTM3226, IAPMOPS117
Ductile Iron	X	X	AWWAC151	ASMEB16.4, AWWAC110, AWWAC153
Galvanized Steel	-	X	ASTMA53	-
Malleable Iron	X	X	-	ASMEB16.3
PE-AL-PE	-	X	ASTMF1282, CSAB137.9	ASTMF1282, ASTM1974, CSAB137.9
PE-AL-PEX	-	X	ASTMF1986	ASTM1986
PE-RT	-	X	ASTMF2769, CSAB137.18	ASSE1061, ASTM3261, ASTM1055, ASTM1807, ASTM2098, ASTM2159, ASTM2735, ASTM2769, CSAB137.18
PEX	X(3)	X	ASTMF876, CSAB137.5, AW-WAC904(1)	ASSE1061, ASTM877, ASTM1807, ASTM1960, ASTM2080, ASTM2159, ASTM2735, CSAB137.5
PEX-AL-PEX	-	X	ASTMF1281, CSAB137.10	ASTMF1281, ASTM1974, ASTM2434, CSAB137.10
Stainless Steel	X	X	ASTMA269, ASTMA312, ASTMA554, ASTMA778	ASTMF3226, IAPMOPS117

Notes:

- 1) or Building supply or exterior cold-water applications, not for water distribution piping
 2) For Brazed Fittings only
 3) Building Supply water piping to the point of entrance into the building shall be Copper type K, or cast-iron water pipe.

Section 604.1 Pipe, Tube, and Fittings.

Add subsection as follows:

604.1.1 Building Supply piping. Building supply water piping to the point of entrance to the building shall be made of copper tube type K, or cast-iron water pipe.

604.3 Copper or Copper Alloy Tube. Copper or copper alloy tube for water piping shall have a min. weight as follows:

604.3.1 Building Supply. Copper or copper alloy tube for building supply piping shall be type K to the point of entrance to a building or structure.

604.3.1 Distribution Piping. Copper or copper alloy tube for water distribution within a building or structure shall be type L or type K.

Exception: Type M copper or copper alloy tubing shall be permitted to be used for water piping where piping is above-ground in, or on, a building.

Section 604.10 Plastic Materials. Amend section as follows:

604.10 Plastic Materials. Approved plastic materials shall be permitted to be used in building distribution piping, provided that where metal building distribution piping is used for electrical grounding purposes, replacement piping, therefore, shall be of like materials.

Exception: Where a grounding system acceptable to the Authority Having Jurisdiction is installed, inspected, and approved, the metallic pipe shall be permitted to be replaced with non-metallic pipe.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 15th day of May, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk
 Published officially in the Telegraph Herald newspaper on the 19th day of May 2023.

/s/Adrienne N. Breitfelder, City Clerk

6. Amendment to Ordinance 14-9-1 Swimming Pools: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Responding to a question from the City Council, Mr. Belmont stated that the ordinance amendment updates the definition of "swimming pool" to address safety issues. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 29-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 9 Swimming Pools, Section 14-9-1 Definition. Seconded by Sprank. Motion carried 7-0.

**ORDINANCE NO. 29-23
 AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 9 SWIMMING POOLS, SECTION 14-9-1 DEFINITION**

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

Section 1. Section 14-9-1 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-9-1: DEFINITION: As used in this chapter, a "swimming pool" is defined as any constructed or prefabricated pool, hot tub, spa, or other container used for swimming, bathing, or wading, which is capable of containing water over

twenty-four inches (24") in depth.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 15th day of May, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk

Published officially in the Telegraph Herald newspaper on the 19th day of May, 2023.

/s/Adrienne N. Breitfelder, City Clerk

COUNCIL MEMBER REPORTS

Council Member Jones reported on the upcoming honor flights at the Dubuque Regional Airport.

Mayor Cavanagh reported on the high attendance at the recent Dubuque farmer's markets.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:00 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with the City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:27 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:27 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 5:30 p.m. on May 31, 2023, in Conference Room A of City Hall, 50 W. 13th St., Dubuque, Iowa.

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

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

CLOSED SESSION

Motion by Farber to convene in closed session at 5:30 p.m. to discuss Professional Evaluation(s) – Chapter 21.5(1)(i) Code of Iowa. Seconded by Roussell. Motion carried 7-0.

The City Council reconvened in open session at 8:59 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:59 p.m.

/s/Adrienne N. Breitfelder, City Clerk

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

The Dubuque City Council met in special session at 5:30 p.m. on June 5, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on AchieveIt and Imagine Dubuque progress updates.

WORK SESSION

AchieveIt and Imagine Dubuque Progress Updates

Assistant City Manager Cori Burbach and International City/County Management Association (ICMA) Fellow Abhishek Rai presented updates on the use of the AchieveIt platform for reporting progress related to City Council Goals & Priorities. Following their presentation, Assistant Planner Jason Duba presented on the Imagine Dubuque Comprehensive Plan and how its progress will be reported within the AchieveIt platform. Responding to questions from the City Council, Ms. Burbach stated that data within AchieveIt can be embedded in city webpages for residents to view. Ms. Burbach also stated that the platform contains both the current and the past year's City Council goals and priorities. City Council members expressed their preference for an interactive version of the data within the platform.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:18 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on June 5, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa.

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

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

City Clerk Breitfelder announced that Council Member Reports would occur after the pledge of allegiance.

PLEDGE OF ALLEGIANCE

COUNCIL MEMBER REPORTS

Mayor Cavanagh read a statement in response to several recent hate or bias incidents in the community.

Council Member Sprank reported on the pride family picnic.

Council Member Resnick reported on his recent visit to England and the cultural diversity within its cities.

Council Member Wethal reported on serving as an honor flight guardian and the pride family picnic.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: Arts and Cultural Affairs Advisory Commission of 2/28/23 and 3/28/23; City Council Proceedings of 5/15/23; Civil Service Commission of 5/10/23; Zoning Advisory Commission of 5/3/23; Zoning Board of Adjustment of 4/27/23; Proof of Publication for City Council Proceedings of 4/24/23, 5/1/23, and 5/15/23. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Robert Berry for personal injury; John Higgins for property damage; Shyla Thurston for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Robert Berry for personal injury; John Higgins for property damage; Shyla Thurston for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 162-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 162-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

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

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

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

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

by designated requisitioning authorities in accordance with approved budget appropriations.

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

Passed, approved, and adopted this 5th day of June, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Budget Amendment for Fiscal Year 2024 Sustainability Budget: City Manager recommended City Council approve a Sustainability Budget Amendment for a Fiscal Year 2024 Sustainability Improvement Package for Energy Benchmarking to instead be applied to the Iowa Initiative for Sustainable Communities participation fee. Upon motion the documents were received, filed, and approved.

6. 2023 Dubuque Community Equity Profile: The Community Foundation of Greater Dubuque's 2023 Dubuque Community Equity Profile was provided. Upon motion the documents were received and filed.

7. Crescent Community Health Center: Impact Report 2022: Upon motion the documents were received and filed.

8. 2023-2024 Art on the River Exhibit Selections: City Manager recommended City Council approval of the Arts & Cultural Affairs Advisory Commission's recommendation for the 2023-2024 Art on the River sculpture selections. Upon motion the documents were received, filed, and approved.

9. American Public Works Association's (APWA) Application for Voluntary Accreditation: Upon motion the documents were received, filed, and approved.

10. Consumer Confidence Water Quality Report 2023: Upon motion the documents were received and filed.

11. Dubuque Main Street's Housing Business Luncheon Information: City Manager provided a copy of the City of Dubuque handouts that were distributed at Dubuque Main Street's Housing Business Luncheon featuring Iowa Finance Authority Director Debi Durham as the Keynote Speaker. The event program was also included. Upon motion the documents were received and filed.

12. Community Development Block Grant (CDBG) Subrecipient Agreement – Affordable Housing Network, Inc. 90 Main Street HVAC Replacement: Upon motion the documents were received and filed, and Resolution No. 163-23 Authorizing execution of CDBG Subrecipient Agreement with Affordable Housing Network, Inc. was adopted.

**RESOLUTION NO. 163-23
AUTHORIZING EXECUTION OF CDBG SUB-
RECIPIENT AGREEMENT WITH AFFORDA-
BLE HOUSING NETWORK, INC.**

Whereas, the Affordable Housing Network, Inc. prepared a request to improve the quality of existing affordable rental housing at 90 Main Street utilizing Community Development Block Grant funds; and

Whereas, the City Council approved the CDBG Fiscal Year 2022/Program Year 2021 Amendment #2 budget that included an increased budget for AHNI Agreements to accommodate this request; and

Whereas, a Categorically Excluded Subject to Review with 24 CFR Part 58.5 Environmental Review has been completed, and no compliance or consultation with regulatory authorities were found to be required; therefore, converting the project to exempt; and

Whereas, all services provided will be to a minimum of 51% low/moderate income residents, meeting the CDBG National Objective of Low/Mod-Income Housing benefit, and eligible activity of 14B: Rehab, Multi-Unit Residential.

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

Section 1. That the subrecipient agreement with Affordable Housing Network, Inc., beginning no sooner than June 6, 2023 be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 5th day of June 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

13. First Amendment to Community Development Block Grant CARES Act (CDBG-CV) Subrecipient Agreement for Almost Home Rehabilitation: Upon motion the documents were received and filed, and Resolution No. 164-23 Authorizing the First Amendment to the CDBG-CV Subrecipient Agreement with Almost Home at St. John's was adopted.

**RESOLUTION NO. 164-23
AUTHORIZING THE FIRST AMENDMENT TO
THE CDBG-CV SUBRECIPIENT AGREE-
MENT WITH ALMOST HOME AT ST. JOHN'S**

Whereas, the City of Dubuque and Almost Home at St. John's entered into a CDBG-CV Subrecipient Agreement dated October 17, 2022 with respect to rehab the shelter to respond to the COVID-19 pandemic; and

Whereas, the City Council approved the Iowa Economic Development Authority CDBG-CV agreement with the City of Dubuque on December 21, 2020; and

Whereas, the parties desire to modify the Subrecipient Agreement as set out in the First Amendment to the Subrecipient Agreement [provided] hereto; and

Whereas, Almost Home at St. John's will provide services to a majority low to moderate-income individuals and serve a group primarily presumed to be LMI such as homeless persons.

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

Section 1. That the First Amendment to the Subrecipient Agreement with Almost Home at St. John's be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 5th day of June 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

14. Signed Contract for 514 Angella Project: City Manager recommended City Council receive and file the signed contract for 514 Angella, which is currently under construction by the Four Mound HEART programs. Approval authorizes payments to Four Mounds on a weekly basis. Upon motion the documents were received, filed, and approved.

15. Landlord Incentives for Accepting Housing Assistance – Damage Protection Program Ending: Upon motion the documents were received and filed.

16. 2023 Pavement Marking Project: Award Public Improvement Contract: Upon motion the documents were received and filed, and Resolution No. 165-23 Awarding Public Improvement Contract for the 2023 Pavement Marking Project was adopted.

**RESOLUTION NO. 165-23
AWARDING PUBLIC IMPROVEMENT CON-
TRACT FOR THE 2023 PAVEMENT MARK-
ING PROJECT**

Whereas, sealed proposals have been submitted by contractors for the 2023 Pavement Marking Project, (the Project) pursuant to Resolution No. 127-23 and Notice to Bidders published on the City of Dubuque, Iowa website

and plan room service with statewide circulation on the 5th day of May 2023; and

Whereas, said sealed proposals were opened and read on the 18th day of May 2023 and it has been determined that Ostrom Painting & Sandblasting, Inc. of Rock Island, IL submitted low bid in the amount of \$215,350.73., and is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Ostrom Painting & Sandblasting, Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 5th day of June 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

17. Agreement with James B. Gansen and Mary L. Gansen – Relocating an Access Easement over City of Dubuque Property along Bellevue Heights Road: Upon motion the documents were received and filed, and Resolution No. 166-23 Approving an Agreement between the City of Dubuque, Iowa, and James B. Gansen and Mary L. Gansen was adopted.

**RESOLUTION NO. 166-23
APPROVING AN AGREEMENT BETWEEN
THE CITY OF DUBUQUE, IOWA, AND
JAMES B. GANSEN AND MARY L. GANSEN**

Whereas, James B. Gansen and Mary L. Gansen (Gansen) are the owners of the property legally described as:

Lot 2 JQ Acres No. 3, Dubuque County, Iowa, according to the recorded plat thereof and as shown on Exhibit A (Gansen Property); and

Whereas, City is the owner of the property legally described as:

Lot 1 JQ Acres, Dubuque County, Iowa, according to the recorded plat thereof and as shown on Exhibit A (City Property); and

Whereas, the Gansen Property has access to the public road and right of way of Bellevue Heights Road over the City Property via an existing 66' wide access easement as shown on the final plat of JQ Acres filed as instrument number 2011-00007351 in the Office of the Dubuque County Recorder, [provided] as Exhibit A; and

Whereas, the Iowa DNR has inadvertently constructed several hiking trails related improvements in the area of the existing access easement; and

Whereas, Gansen, after coordination with City and County Engineering staff, have

relocated their driveway improvements to not conflict with the City trail improvements and to connect to Bellevue Heights Road at a safer location; and

Whereas, City and Gansen would like to enter into an agreement to relocate the access easement in order to provide Gansen safer access to Bellevue Heights Road and resolve the issues with the encroaching City trail improvements; and

Whereas, via the [provided] agreement, the parties have come to terms as set forth herein for how to best effectuate the components of the easement relocation to maximize the benefits to each party and the residents and visitors to Dubuque; and

Whereas, Gansen has executed the Agreement.

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

Section 1. The Agreement [provided] hereto is hereby approved.

Section 2. The City Manager is authorized and directed to execute the Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this 5th day of June 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

18. City of Dubuque Municipal Separate Storm Sewer System (MS4) Inspection: City Manager recommended City Council officially record the results of the Iowa Department of Natural Resources (DNR's) recent inspection of the City's National Pollution Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit compliance program in the minutes of the City Council. Upon motion the documents were received, filed, and made a matter of record.

19. Agreement with C Ellis Properties, LLC – Extending Existing Sidewalk on Miracle League Drive to the Veterans Memorial Park Property: Upon motion the documents were received and filed, and Resolution No. 167-23 Approving an Agreement between the City of Dubuque, Iowa and C Ellis Properties, LLC was adopted.

**RESOLUTION NO. 167-23
APPROVING AN AGREEMENT BETWEEN
THE CITY OF DUBUQUE, IOWA AND C ELLIS
PROPERTIES, LLC**

Whereas, C Ellis Properties, LLC (CEP) is the owner of the property legally described as:

Lot 1 of Lot 9, Block 5, in "Scenic View Heights No. 2", in the City of Dubuque, Iowa, according to the recorded plat thereof

and as shown on Exhibit A (the Real

Estate); and

Whereas, City is the owner of the abutting right-of-way known as Miracle League Drive as shown on Exhibit A; and

Whereas, there is an existing sidewalk along the east side of Miracle League Drive that terminates 100 ft. south of the City-owned Veterans Memorial Park property as shown on Exhibit A; and

Whereas, City wishes to extend the existing sidewalk on the east side of Miracle League Drive to the Veterans Memorial Park property to provide a continuous sidewalk from Kane Street for safe pedestrian access to the park (Sidewalk Project); and

Whereas, the existing access driveway to the Veterans Memorial Park encroaches onto the CEP property and the Sidewalk Project improvements will encroach onto the CEP property; and

Whereas, CEP is willing to grant a permanent access and sidewalk easement to the City over the encroaching park driveway area and future Sidewalk Project area; and

Whereas, via the [provided] agreement, the parties have come to terms as set forth herein for how to best effectuate the components of the Sidewalk Project to maximize the benefits to each party and the residents and visitors to Dubuque; and

Whereas, CEP has executed the Agreement.

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

Section 1. The Agreement [provided] hereto is hereby approved.

Section 2. The City Manager is authorized and directed to execute the Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this 5th day of June 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitsfelder, City Clerk

20. Acceptance of Lot A in Rustic Point Estates: Upon motion the documents were received and filed, and Resolution No. 168-23 Accepting the dedication of Lot A of Rustic Point Estates, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 168-23
ACCEPTING THE DEDICATION OF LOT A
OF RUSTIC POINT ESTATES, IN THE CITY
OF DUBUQUE, IOWA**

Whereas, Lot A (Storm Water Detention), Lot B (Derby Grange Rd.), Lot C (John F. Kennedy Road), Lot E (Barnwood Lane), Lot F (Wagon Wheel Lane), and Lot G (Sickle Lane) of the Final Plat of Rustic Point Estates in the City of Dubuque, Iowa were dedicated by the owner, Derby Grange, LLC to the public for the

described purposes; and

Whereas, Pursuant to Resolution No. 266-17, Lot B (Derby Grange Rd.), Lot C (John F. Kennedy Road), Lot E (Barnwood Lane), Lot F (Wagon Wheel Lane), and Lot G (Sickle Lane) of the Final Plat of Rustic Point Estates in the City of Dubuque, Iowa were accepted by the City of Dubuque for the described purposes.

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

Section 1. That the City of Dubuque wishes to now accept the dedication of Lot A of the Final Plat of Rustic Point Estates for the purposes of owning and maintaining the storm water detention facilities on said Lot A.

Section 2. That the dedication of Lot A of the Final Plat of Rustic Point Estates in the City of Dubuque, Iowa, is hereby accepted.

Passed, adopted, and approved this 5th day of June, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitsfelder, City Clerk

21. English Lane Sanitary Replacement Project: Upon motion the documents were received and filed, and Resolution No. 169-23 Accepting the English Lane Sanitary Reconstruction Project and authorizing the payment to the contractor was adopted.

**RESOLUTION NO. 169-23
ACCEPTING THE ENGLISH LANE SANITARY
RECONSTRUCTION PROJECT AND
AUTHORIZING THE PAYMENT TO THE
CONTRACTOR**

Whereas, the public improvement contract for the English Lane Sanitary Reconstruction Project (the Project) has been completed by the Contractor, Offset Construction, LLC, (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$67,155.76; and

Whereas, the Contractor has previously been paid \$63,797.97, leaving a balance of \$3,357.79; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$3,357.79 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 5th day of June 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

22. Signed Contract(s): Dittmer Recycling, Inc. for the processing and marketing of recyclables; RDG Planning & Design, Inc. for the Grand River Center parking lot lighting design and consulting services. Upon motion the documents were received and filed.

23. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Offset Construction, LLC for the St Anne & Avalon Intersection Reconstruction Project. Upon motion the documents were received, filed, and approved.

24. Request for City Council Ratification of Five Amendments to current Collective Bargaining Agreements: Upon motion the documents were received, filed, and approved.

25. Dubuque Jaycees Fireworks Permit: City Manager recommended City Council approval to issue a permit to the Dubuque Jaycees for a fireworks display on July 3, 2023. Upon motion the documents were received, filed, and approved.

26. Dubuque Golf and Country Club Fireworks Permit: City Manager recommended City Council approval to issue a permit to the Dubuque Golf and Country Club for a fireworks display on July 4, 2023. Upon motion the documents were received, filed, and approved.

27. Dubuque Golf and Country Club Fireworks Request 2023: Correspondence from Lance Marting, General Manager/CEO of Dubuque Golf and Country Club, requesting approval to conduct a fireworks display on Tuesday, July 4, 2023 at 9:30 p.m. on the Dubuque Golf and Country Club grounds with a rain date of Wednesday, July 5, 2023. Upon motion the documents were received, filed, and approved.

28. Adoption of Supplement Number 2023 S-10 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 170-23 Adopting Supplement No. 2023 S-10 to the Code of Ordinances of the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 170-23
ADOPTING SUPPLEMENT NO. 2023 S-10
TO THE CODE OF ORDINANCES OF THE
CITY OF DUBUQUE, IOWA**

Whereas, under date of August 17, 2009, the City Council, pursuant to Ordinance No. 43-09, readopted the Code of Ordinances of the City of Dubuque, Iowa in its entirety; and

Whereas, since August 17, 2009, the City of Dubuque, Iowa has compiled supplements to the Code of Ordinances consisting of all new ordinances and amendments to ordinances; and

Whereas, Section 380.8 of the Code of Iowa provides that supplements, adopted by resolution, become part of the Code of Ordinances; and

Whereas, Code Supplements are prepared by the American Legal Publishing of Cincinnati, Ohio and filed in the Office of the City Clerk of the City of Dubuque, Iowa.

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

Section 1. That Supplement No. 2023 S-10 to the City of Dubuque Code of Ordinances, which codifies Ordinance Nos. 1-23 through 15-23 as approved by the City Council through March 15, 2023, is hereby adopted, and becomes part of the Code of Ordinances of the City of Dubuque, Iowa.

Passed, approved, and adopted this 5th day of June 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

29. Approval of Retail Alcohol Licenses and Tobacco, Alternative Nicotine, and Vapor Product Permits: Upon motion the documents were received and filed, and Resolution No. 171-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits; and Resolution No. 172-23 Approving application(s) for retail permits to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code Chapter 453A.47A were adopted.

**RESOLUTION NO. 171-23
APPROVING APPLICATIONS FOR RETAIL
ALCOHOL LICENSES, AS REQUIRED BY
CITY OF DUBUQUE CODE OF ORDINANCES
TITLE 4 BUSINESS AND LICENSE
REGULATIONS, CHAPTER 2 LIQUOR CONTROL,
ARTICLE B LIQUOR, BEER AND WINE
LICENSES AND PERMITS**

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the

applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications

Canfield Hotel, 36 West 4th St.

Kwik Star #495, 2685 Dodge St.

The Grand Opera House, 135 West 8th Street

Adding A Privilege

Bread and Vine Dubuque, 168 East 10th St.

Whiskey River, 1070 University Ave.

New Applications Provisional Issuances

Backpocket Dubuque, 333 E 10th St.

Dubuque Jaycees –

Millwork Night Market 6-4-23 to 6-8-23, Between 7th and 9th Streets +8th St. between Jackson and Washington Sts.

Passed, approved, and adopted this 5th day of June 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breifelder, City Clerk

RESOLUTION NO. 172-23

APPROVING APPLICATIONS FOR RETAIL PERMITS TO SELL TOBACCO, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, AND VAPOR PRODUCTS, AS REQUIRED BY IOWA CODE §453A.47A

Whereas, applications for retail permits to sell tobacco, tobacco products, alternative nicotine products, vapor products, or a combination of these products have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by Iowa Code §453A.47A; and

Whereas, the Iowa Department of Revenue requires all applications be approved by the City Council; and

Whereas, all retail permits to sell tobacco, tobacco products, alternative nicotine products, and vapor products shall expire on June 30 of each year, as established in Iowa Code §453A.47A(7).

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for retail permits to sell one or more of the following as specified on the retail permit applications: tobacco, tobacco products, alternative nicotine products, and vapor products.

Effective from: June 5, 2023 to June 30, 2023

Business Name, Business Address

Super Stop 3, 2360 Central Ave.

Effective from: July 1, 2023 to June 30, 2024

Business Name, Business Address

A and M Trading, 1620 John F. Kennedy Rd.

Big 10 Mart #10, 1875 John F. Kennedy Rd.

Big 10 Mart #11, 3300 Asbury Rd.

Big 10 Mart #12, 405 Rhomberg Ave.

Big 10 Mart #13, 2100 John F. Kennedy Rd.

Botanicanna, 555 John F. Kennedy Rd. Unit 558

BP Fuel, 1450 Loras Blvd.

Casey's General Store #2420, 2699 Rockdale Rd.

Casey's General Store #2421, 4003 Peru Rd.

Casey's General Store #3473, 1072 Cedar Cross Rd.

Diamond Jo Casino, 301 Bell Street

Dollar General Store #10074, 2440 Gateway Dr.

Dollar General Store #6896, 605 West Locust St.

Dollar General Store #7289, 3250 Kennedy Cir Ste 8

Dubuque Mining Co., 555 John F. Kennedy Rd. #600

Dubuque Tobacco and Grocery, 1248 Iowa St.

Eagle Country Market, 1800 Elm St.

EZ Stop 1, 1101 Rhomberg Ave.

EZ Stop II, 700 Rhomberg Ave.

Family Dollar #21599, 2013 Central Ave. #4

Family Dollar #32889, 2600 Dodge St. Suite B1

Fareway Stores #114, 2050 John F. Kennedy Rd.

Fas Mart #5159, 2175 Central Ave.

Hammerheads Bar and Billiards, 2095 Kerper Blvd. Suite #2

Hartig Drug #2, 157 Locust St.

Hartig Drug #3, 2255 John F. Kennedy Rd.

Hartig Drug #4, 2225 Central Ave.

Hartig Drug #8, 1600 University Ave.

Hy-Vee #1 Fast & Fresh, 3270 Dodge St.

Hy-Vee #1 Food Store, 3500 Dodge St.

Hy-Vee #2 Fast and Fresh, 2395 NW Arterial

Hy-Vee #2 Food Store, 2395 NW Arterial

Hy-Vee #3 Fast and Fresh, 300 South Locust St.

Hy-Vee #3 Food Store, 400 South Locust St.

Hy-Vee Wine & Spirits #1, 3500 Dodge St.

Kwik Star #236, 2035 John F. Kennedy Rd.

Kwik Star #495, 2685 Dodge St.

Kwik Stop #300, 1215 East 16th St.

Kwik Stop #325, 1210 East 16th St.

Kwik Stop #48, 3201 Central Ave.

Kwik Stop #58, 3340 John F. Kennedy Rd.

Kwik Stop #72, 2255 Kerper Blvd.

Kwik Stop #76, 2320 Gateway Dr.

Kwik Stop #78, 4039 Pennsylvania Ave.

Kwik Stop #84, 2335 University Ave.

Kwik Stop #86, 2150 Twin Valley Dr.

Liquor Tobacco & Gas, 1401 Central Ave.
 Liquor Tobacco & Grocery, 1998 Jackson St.
 Midwest Vapors, 2600 Dodge St. Suite B4
 Moondog Music, 806 Wacker Dr. #120
 Paro Food Mart, 3200 Central Ave.
 Phillips 66/Arby's, 10 South Main St.
 Pioneer's Rest Stop, 4900 Old Hwy Rd.
 Port of Dubuque Marina, 450 East Third St.
 Q Casino, 1855 Greyhound Park Dr.
 Spencer Gifts, LLC, 555 John F. Kennedy Rd.
 Super Stop 3, 2360 Central Ave.
 Super Stop IV, 535 Hill St. Suite A
 The Altered State, 1523 Central Ave.
 The Great Vape, 3250 Central Ave.
 The Konnexion, 1099 University Ave.
 Tobacco Outlet Plus #504, 806 Wacker Dr. Suite 140
 Vapor City Outlet, 3330 Asbury Rd.
 Walgreens #11942, 345 East 20th St.
 Walgreens #6154, 2260 John F. Kennedy Rd.
 Walgreens #9708, 55 John F. Kennedy Rd.
 Walmart # 2004, 4200 Dodge St.
 Walnut Tap, 709 University Ave.

Passed, approved, and adopted this 5th day of June 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

ITEMS SET FOR PUBLIC HEARING

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

Kerper Court and Kerper Boulevard Intersection Improvement Project: Upon motion the documents were received and filed and Resolution No. 173-23 Kerper Court and Kerper Boulevard Intersection Improvement Project: preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost; and ordering the advertisement for bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 20, 2023 in the Historic Federal Building.

**RESOLUTION NO. 173-23
 KERPER COURT AND KERPER BOULEVARD INTERSECTION IMPROVEMENT PROJECT: PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS**

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

Section 1. The proposed plans, specifications, form of contract and estimated cost for the Kerper Court and Kerper Boulevard Intersection Improvement Project in the estimated amount \$1,327,497.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2. A public hearing will be held on the 20th day of June, 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the [provided] notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

Section 3. The Kerper Court and Kerper Boulevard Intersection Improvement Project is hereby ordered to be advertised for bids for construction.

Section 4. The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

Section 5. The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 22nd day of June 2023. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 5th day of July 2023, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, adopted, and approved this 5th day of June 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. West 1st Street Sanitary Repair Project - Initiate Public Improvement Bidding Process: Upon motion the documents were received and filed and Resolution No. 174-23 W 1st Street Sanitary Repair Project: preliminary approval

of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 20, 2023 in the Historic Federal Building.

RESOLUTION NO. 174-23

WEST 1ST STREET SANITARY REPAIR PROJECT: PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST

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

Section 1 The proposed plans, specifications, form of contract and estimated cost for the W 1st Street Sanitary Repair Project, in the estimated amount \$221,497.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2. A public hearing will be held on the 20th day of June 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the [provided] notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

Passed, approved, and adopted this 5th day of June 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

3. Grant of Easements to James B. Gansen and Mary L. Gansen, and Robert J. Flanagan and Tina M. Flanagan: Upon motion the documents were received and filed and Resolutions: No. 175-23 Intent to dispose of city interest by Grant of Easements for Access to James B. Gansen and Mary L. Gansen, and Robert J. Flanagan and Tina M. Flanagan, across part of Lot 1 of JQ Acres, Dubuque County, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 20, 2023 in the Historic Federal Building.

RESOLUTION NO. 175-23

INTENT TO DISPOSE OF CITY INTEREST BY GRANT OF EASEMENTS FOR ACCESS TO JAMES B. GANSEN AND MARY L. GANSEN, AND ROBERT J. FLANAGAN AND TINA M. FLANAGAN, ACROSS PART OF LOT 1 OF JQ ACRES, DUBUQUE COUNTY, IOWA

Whereas, James B. Gansen and Mary L. Gansen, and Robert J. Flanagan and Tina M. Flanagan have each requested a "Grant of Easement" for access across Part of Lot 1 of JQ Acres, Dubuque County, Iowa, for private driveway improvements; and

Whereas, Buesing and Associates has prepared and submitted to the City Council an exhibit showing the easement area for the proposed private driveway improvements across Part of Lot 1 of JQ Acres, Dubuque County, Iowa.

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

Section 1. That the City of Dubuque intends to grant easements for private driveway improvements to James B. Gansen and Mary L. Gansen, and to Robert J. Flanagan and Tina M. Flanagan. across Part of Lot 1 of JQ Acres, Dubuque County, Iowa, as shown on the [provided] Exhibit A.

Section 2. That a public hearing on the intent to dispose of City interest by Grant of Easements for access to James B. Gansen and Mary L. Gansen, and to Robert J. Flanagan and Tina M. Flanagan. across Part of Lot 1 of JQ Acres, Dubuque County, Iowa, is hereby set for the 20th day of June 2023, at the Historic Federal Building (and/or by virtual means), 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to dispose of said interest to be published in the manner as prescribed by law.

Passed, approved, and adopted this 5th day of June, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

4. Resolution Setting a Public Hearing on a Proposed Development Agreement between the City of Dubuque and Switch Homes, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 176-23 Intent to approve a Development Agreement between the City of Dubuque and Switch Homes, LLC including the proposed reimbursement of Switch Homes, LLC for certain infrastructure improvements as described in the Development Agreement by the issuance of Urban Renewal Tax Increment

Revenue Grants, fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa, and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 20, 2023 in the Historic Federal Building.

**RESOLUTION NO. 176-23
INTENT TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBUQUE AND SWITCH HOMES, LLC INCLUDING THE PROPOSED REIMBURSEMENT OF SWITCH HOMES, LLC FOR CERTAIN INFRASTRUCTURE IMPROVEMENTS AS DESCRIBED IN THE DEVELOPMENT AGREEMENT BY THE ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANTS, FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, the City of Dubuque and Switch Homes, LLC have entered into a Development Agreement, subject to the approval of the City Council, pursuant to which Switch Homes, LLC will cause certain infrastructure improvements to be constructed on and within Development Property as described in the Agreement; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement; and

Whereas, the Development Agreement provides for reimbursement of Switch Homes, LLC by the issuance of Tax Increment Revenue Grants from the tax increment revenues collected in respect of the improvements to be constructed in accordance with the Development Agreement, for the purpose of carrying out the objectives of an Urban Renewal Plan as described therein; and

Whereas, before said Tax Increment Revenue Grants may be approved, Chapter 403 of the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Council intends to approve the proposed Development Agreement with Switch Homes, LLC.

Section 2. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing to be held on the 20th

day of June, 2023 at 6:30 p.m. in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa.

Section 3. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing the execution of the Development Agreement with Switch Homes, LLC, pursuant to and in accordance with the proposed Switch Homes Housing Urban Renewal Area, including but not limited to the funding of reimbursement for improvements by the issuance of Tax Increment Revenue Grants under the terms and conditions of the Development Agreement and said Urban Renewal Plan. It is expected that the aggregate amount of the Tax Increment Revenue Grants will not exceed \$4,091,173.

Section 4. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting.

Section 5. That the notice of the proposed action shall be in substantially the form [provided] hereto.

Passed, approved, and adopted this 5th day of June, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Resolution for the proposed Switch Homes Housing Urban Renewal Area: Upon motion the documents were received and filed and Resolution No. 177-23 Resolution of necessity finding that certain property designated as the Switch Homes Housing Urban Renewal Area and described herein is an Economic Development Area and that the development of said area is necessary in the interest of the residents of the City of Dubuque, Iowa, and setting a date for hearing on a proposed Urban Renewal Plan for said area was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on July 5, 2023 in the Historic Federal Building.

**RESOLUTION NO. 177-23
RESOLUTION OF NECESSITY FINDING THAT CERTAIN PROPERTY DESIGNATED AS THE SWITCH HOMES HOUSING URBAN RENEWAL AREA AND DESCRIBED HEREIN IS AN ECONOMIC DEVELOPMENT AREA AND THAT THE DEVELOPMENT OF SAID AREA IS NECESSARY IN THE INTEREST OF THE RESIDENTS OF THE CITY OF DUBUQUE, IOWA, AND SETTING A DATE FOR HEARING ON A PROPOSED URBAN RENEWAL PLAN FOR SAID AREA**

Whereas, a significant need for housing units exists in the City of Dubuque and local

resources are needed to advance the development of housing; and

Whereas, the City Council has determined that the area described in Attachment A and Attachment B to this Resolution, designated as the Switch Homes Housing Urban Renewal Area, meets the definition of an economic development area as defined in Chapter 403 "Urban Renewal" of the Iowa Code; and

Whereas, the City Council of the City of Dubuque has determined that the creation of the Switch Homes Housing Urban Renewal Area will stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by Iowa Code 403.17(12), as described in the Urban Renewal Plan; and

Whereas, Iowa Code Chapter 403 requires that before urban renewal authority may be exercised, a City Council must adopt a resolution of necessity finding that the area in question is a slum, blighted or economic development area, and that so designating such area is necessary in the interest of the public health, safety, or welfare of the residents of the municipality.

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

Section 1. That the proposed Switch Homes Housing Urban Renewal Area, generally described in Attachment A and Attachment B to this Resolution, is an economic development area as defined by Chapter 403 of the Iowa Code, appropriate for public improvements related to housing and residential development and is appropriate for an urban renewal project.

Section 2. That the development of the Switch Homes Housing Urban Renewal Area is necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning and local community objectives.

Section 3. That the development of Switch Homes Housing Urban Renewal Area will provide new opportunities for quality housing and job creation in the community.

Section 4. That the City Manager is authorized and directed to prepare an Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area, to forward said Plan to the City's Long Range Planning Commission for review and comment, and to begin the consultation process required by law with affected taxing entities.

Section 5. That the City Clerk is directed to publish notice of a public hearing on the adoption of an Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area to be held on the 5th day of July, 2023, at 6:30 p.m. in the form [provided] hereto. The notice of said hearing shall generally identify the areas

covered by the proposed Urban Renewal Plan and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 6. That the Economic Development Department is further directed to send by ordinary mail a copy of the proposed Urban Renewal Plan, the notice of public hearing, a notice of consultation, and, to the extent the Urban Renewal Plan includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District Board of Education and Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved, and adopted this 5th day of June, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

6. Set for Public Hearing - Weber Acres Voluntary Annexation Request: Upon motion the documents were received and filed and Resolution No. 178-23 Setting a public hearing on an application for voluntary annexation of territory to the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on July 5, 2023 in the Historic Federal Building.

**RESOLUTION NO. 178-23
SETTING A PUBLIC HEARING ON AN APPLICATION FOR VOLUNTARY ANNEXATION OF TERRITORY TO THE CITY OF DUBUQUE, IOWA**

Whereas, the City Council of Dubuque has received a written application from the City of Dubuque (applicant) in conjunction with the Iowa Department of Transportation (owner) for the voluntary annexation of 4.56 acres of property. The property is comprised of public right-of-way and industrially zoned land in Dubuque County as shown on Exhibit A and legally described as:

All of Lot 2 of Weber Acres in Dubuque County, Iowa, as Originally Platted and Shown on the Final Plat of Weber Acres, Dubuque County, Iowa, Per Instrument Number 11187-00 in the Dubuque County Recorder's Office, Dated August 2, 2000, Containing 4.56 Acres, Which Includes 1.34 Acres of Existing Public Road Right of Way.

The intent of this description is to include all of said Lot 2 of Weber Acres as originally platted, including that part of said Lot 2 of Weber Acres included in

the Condemnation Document per Instrument Number 18684-01 in the Dubuque County Recorder's Office.

Whereas, the annexation territory is not subject to an existing annexation moratorium agreement and does not include any railroad property; and

Whereas, the annexation territory does include State owned property; and

Whereas, Chapter 368.5 of the Code of Iowa allows the annexation of property owned by the state of Iowa, provided the attorney general is served with notice of the hearing and a copy of the proposal; and

Whereas, Chapter 368 of the Code of Iowa authorizes this annexation by adoption of a resolution and required notification; and

Whereas, the annexation territory is consistent with the City's Comprehensive Plan; and

Whereas, the future growth and development of the City of Dubuque, Iowa makes it desirable that the annexation territory be made part of the City of Dubuque, Iowa; and

Whereas, the City of Dubuque has the capacity to provide substantial municipal services to the annexation territory; and

Whereas, the annexation is in the public interest.

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

Section 1. A public hearing will be held on the 5th day of July 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed annexation, and the City Clerk be and is hereby directed to cause the [provided] notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than fourteen days prior to the date of such hearing.

Passed, approved, and adopted this 5th day of June 2023.

Brad Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

BOARDS/COMMISSIONS

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

1. Board of Library Trustees: Two, 4-Year terms through July 1, 2027 (Expiring terms of Lieberman and Mullin). Applicants: Victor Lieberman, 1575 Montrose Ter.; Pam Mullin, 2050 Mullin Rd. This commission is subject to

the State of Iowa Gender Balance Law, §69.16A. 7 Commissioners total; currently 3 males/2 females/ 2 openings. Mr. Lieberman and Ms. Mullin respectively spoke in support of their applications and provided a brief biography.

2. Cable Television Commission: Two, 3-Year terms through July 1, 2026 (Expiring terms of Maloney and Tigges). Applicants: Pauline Maloney, 506 Saint George St.; Ronald Tigges, 4927 Wild Flower Dr.

3. Historic Preservation Commission: Two, 3-Year terms through July 1, 2026 (Expiring Langworthy District term of Dement, and Licensed Architect term of Monk). Applicants: Thea Dement, 375 Alpine St (Qualifies as Living within the Langworthy District); Christina Monk, 2770 Van Buren St. (Qualifies as a Licensed Architect). This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 9 Commissioners total; currently 4 males/2 females/ 3 openings. Ms. Dement spoke in support of her application and provided a brief biography.

4. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2026 (Expiring term of Ward). Applicant: Mark Ward, 2758 Tiffany Ct. City Clerk Breitfelder stated that Mr. Ward submitted written input in support of his application.

5. Park and Recreation Advisory Commission: Three, 3-Year terms through June 30, 2026 (Expiring terms of Axtell, Kennicker, and Ochoa). Applicants: Ron Axtell, 1895 Norland Dr.; Ericson Hilbun, 1430 Oeth Ct.; Robin Kennicker, 2929 Elm St.; Jessica Ochoa, 1970 Hale St.; Shirley Snow, 779 University Ave. Mr. Axtell, Ms. Kennicker, and Ms. Ochoa respectively spoke in support of their applications and provided a brief biography. Ms. Kennicker concurrently spoke in support of her application to the Resilient Community Advisory Commission.

6. Resilient Community Advisory Commission: One Cross Representative whose term will coincide with their term on the cross represented board or commission (Expiring Cross Representative Member term of Kennicker). Applicants: Thea Dement, 375 Alpine St. - Current member of Historic Preservation Commission – Term will expire on 7-1-26 if reappointed to the Historic Preservation Commission at the 6-20-23 City Council meeting; Robin Kennicker, 2929 Elm St. - Current member of Park and Recreation Advisory Commission – Term will expire on 6-30-26 if reappointed to the Parks and Recreation Advisory Commission at the 6-20-23 City Council meeting. Two, 3-Year

terms through July 1, 2026 (Expiring At-Large terms of Chamberland and Jayawickrama). *Note: cross representative applicants who are not appointed to the cross- representative term are eligible for the at-large terms. Applicants: Joshua Chamberland, 2145 Delaware St.; Thea Dement, 375 Alpine St.; Lalith Jayawickrama, 2360 Cherry St.; Robin Kennicker, 2929 Elm St.; Lori Ollendick, 1390 Oak Park Pl. Ms. Dement spoke in support of her application.

7. Zoning Advisory Commission: Three, 3-Year terms through July 1, 2026 (Expiring terms of Christ, Kemp, and Zuccaro). Applicants: Martha Christ, 88 Princeton Pl.; Carrie Lohrmann, 1840 Asbury Rd.; Teri Zuccaro, 1765 Plymouth Ct. This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 7 Commissioners total; currently 4 males/0 females/ 3 openings. Ms. Christ spoke in support of her application and provided a brief biography. City Clerk Breitfelder stated that Ms. Zuccaro submitted written input in support of her application.

PUBLIC HEARINGS

Resolution of Adoption for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.3: Motion by Farber to receive and file the documents and adopt Resolution No. 179-23 Approving the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.3. Seconded by Wethal. Motion carried 7-0.

RESOLUTION NO. 179-23 APPROVING THE AMENDED AND RE- STATED URBAN RENEWAL PLAN FOR THE GREATER DOWNTOWN URBAN RENEWAL DISTRICT, VERSION 2023.3

Whereas, by Resolution 130-23 on May 1, 2023, the City Council of the City of Dubuque, Iowa authorized the preparation of an Amended and Restated Urban Renewal Plan (the "Amended and Restated Plan, Version 2023.3") for the Greater Downtown Urban Renewal District (the "District"); and

Whereas, the City of Dubuque's primary objective for the Amended and Restated Plan, Version 2023.3, is to provide opportunities which will further economic development purposes and objectives and remediate blighting conditions, and to address these objectives, additional projects are being added as described in the Amended and Restated Plan; and

Whereas, a consultation process has been undertaken with affected taxing entities in accordance with Chapter 403 of the Code of Iowa with no written objections or recommended

changes to the Amended and Restated Plan, Version 2023.3, received; and

Whereas, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the proposed Amended and Restated Plan, Version 2023.3.

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

Section 1. That the Amended and Restated Urban Renewal Plan, Version 2023.3, for the Greater Downtown Urban Renewal District, on file in the City Clerk's Office and made reference to herein, is hereby approved.

Section 2. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

Passed, approved, and adopted this 5th day of June, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2023.3: Motion by Roussell to receive and file the documents and adopt Resolution No. 180-23 Approving the Amended and Restated Urban Renewal Plan, Version 2023.3 for the Dubuque Industrial Center Economic Development District. Seconded by Sprank. Motion carried 7-0.

RESOLUTION NO. 180-23 APPROVING THE AMENDED AND RE- STATED URBAN RENEWAL PLAN, VER- SION 2023.3 FOR THE DUBUQUE INDUS- TRIAL CENTER ECONOMIC DEVELOP- MENT DISTRICT

Whereas, by Resolution 131-23 adopted on May 1, 2023, the City Council of the City of Dubuque, Iowa authorized the preparation of an Amended and Restated Urban Renewal Plan (the "Amended and Restated Urban Renewal Plan" or "Plan") for the Dubuque Industrial Center Economic Development District (the "District"); and

Whereas, the Amended and Restated Urban Renewal Plan for the District, Version 2023.3, is on file in the City Clerk's Office; and

Whereas, the City Council's primary objective for the Amended and Restated Urban Renewal Plan for the District is to expand the District by creating Subarea T and to add a project to the Public Purpose Activities as shown in the Amended and Restated Urban Renewal Plan Version 2023.3 to provide opportunities which will further economic development purposes and objectives as described in the Plan; and

Whereas, a consultation process has been undertaken with affected taxing entities in accordance with Chapter 403 of the Code of Iowa

and no written objections or recommended changes to the Plan have been received; and

Whereas, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the Amended and Restated Urban Renewal Plan after public notice thereof.

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

Section 1. That the Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District, Version 2023.3, is hereby approved.

Section 2. That a feasible method exists for the location of any families who will be displaced from the District, as amended, into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; and that the Amended and Restated Plan conforms to the general plan of the City as a whole. With respect to any real property in the District acquired by the City in connection with the land and projects included in the Plan, non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the District, as amended, continues to be an area for economic development (commercial and industrial) within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Iowa Code Chapter 403; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That, notwithstanding any resolution, ordinance, plan, amendment, or any other document, the Amended and Restated Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan.

Section 5. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

Passed, approved, and adopted this 5th day of June, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Community Development Block Grant Fiscal Year 2023 Annual Action Plan Amendment #2 Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 181-23 Adopting the Fiscal Year

2023 (Program Year 2022) Community Development Block Grant (CDBG) Annual Action Plan Amendment #2. Seconded by Roussell. Motion carried 7-0.

RESOLUTION NO. 181-23

ADOPTING THE FISCAL YEAR 2023 (PROGRAM YEAR 2022) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AMENDMENT #2

Whereas, the City of Dubuque, through a series of public meetings and hearings, proposed a Fiscal Year 2023 (Program Year 2022) Community Development Block Grant Annual Action Plan for inclusion in the City Budget addressing housing and non-housing needs in the community; and

Whereas, the Community Development Advisory Commission reviewed the second amendment to the Fiscal Year 2023 (Program Year 2022) Community Development Block Grant Annual Action Plan; and

Whereas, all services provided will be to a minimum of 51% low/moderate income residents.

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

Section 1. That the Community Development Block Grant Fiscal Year 2023 (Program Year 2022) Annual Action Plan Amendment #2, [provided] hereto and by this reference made a part hereof, is hereby approved.

Section 2. The City Manager or his designee of the City of Dubuque is hereby authorized to directed staff to prepare and submit to the United States Department of Housing and Urban Development the Fiscal Year 2023 (Program Year 2022) Annual Action Plan Amendment #2 with all related documents, for the use of Community Development Block Grant funds based on this adopted budget and execute standard contracts and agreements.

Passed, approved, and adopted this 5th day of June 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

4. Jule Public Hearing - Iowa Department of Transportation's Consolidated Funding Application: Motion by Roussell to receive and file the documents and adopt Resolution No. 182-23 Authorizing Resolution: approval of Consolidated Funding Application to Iowa DOT. Seconded by Farber. Motion carried 7-0.

RESOLUTION NO. 182-23

AUTHORIZING RESOLUTION: APPROVAL OF CONSOLIDATED FUNDING APPLICATION TO IOWA DOT

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

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

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

Whereas, pursuant to published notice, a public hearing was held on the proposed approval of the consolidated funding application on June 5, 2023, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

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

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

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

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

From the State Transit Assistance Program: 2.02% of formula funds, Total: \$337,216

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and persons with disabilities: \$79,816

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

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

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

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

Passed, adopted, and approved this 5th day of June 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Public Hearing for Sale of City-Owned Property at 1559 Washington Street: Motion by Jones to receive and file the documents and adopt Resolution No. 183-23 Disposing of city

interest in real property at 1559 Washington Street, in the City of Dubuque, Iowa. Seconded by Sprank. Motion carried 7-0.

RESOLUTION NO. 183-23

DISPOSING OF CITY INTEREST IN REAL PROPERTY AT 1559 WASHINGTON STREET, IN THE CITY OF DUBUQUE, IOWA

Whereas, the City Council, by Resolution No. 154-23, dated May 15, 2023, declared its intent to dispose of City interest in real property located at 1559 Washington (the Property) legally described as:

North ½ of Lot 79 in East Dubuque Addition in the City of Dubuque, Iowa, according to the recorded plot thereof; and

Whereas, pursuant to published notice, a public hearing was held on the proposed disposition on June 5, 2023 at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

Whereas, it is the determination of the City Council that approval of the purchase agreement for the sale to RC Restoration LLC according to the terms and conditions set out in the purchase agreement is in the public interest of the City of Dubuque.

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

Section 1. The purchase agreement by and between the City of Dubuque and RC Restoration LLC for the sale of the Property, a copy [provided] hereto, is hereby approved.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute a Special Warranty Deed, conveying the City's interest in the Property to RC Restoration LLC.

Section 3. That the City Clerk is hereby authorized and directed to cause said Special Warranty Deed to be delivered to the City Attorney's Office, together with a certified copy of the Resolution.

Passed, approved, and adopted this 5th day of June 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

6. Old Highway Road Water Main Connection Loop 2023 Public Hearing: Motion by Sprank to receive and file the documents and adopt Resolution No. 184-23 Approval of plans, specifications, form of contract, and estimated cost for the Old Highway Road Water Main Connection Loop 2023. Seconded by Wethal. Motion carried 7-0.

RESOLUTION NO. 184-23

APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE OLD HIGHWAY ROAD WATER MAIN CONNECTION LOOP 2023

NOW THEREFORE, BE IT RESOLVED BY

THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the proposed plans, specifications, form of contract and estimated cost for the Old Highway Road Water Main Water Main Connection Loop 2023 in the amount of \$853,750.00, are hereby approved.

Passed, approved, and adopted this 5th day of June, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breifelder, City Clerk

PUBLIC INPUT

Skyi Lynne Shannon, 605 Bluff St. Room 103, provided input on experience with housing discrimination and requested housing be made available for marginalized groups.

Shea Boxleiter, 501 Sunset Ridge; Anna Boxleiter, 501 Sunset Ridge; Amelia Boxleiter, 501 Sunset Ridge; Gabriella Roling, 640 Sunset Ridge; Carmella Seller, 1696 W 3rd St.; Heather Clark, 755 S. Grandview; and Brooklyn Williams, 250 W 6th St., Apt 605, respectively spoke about safety concerns for students crossing the street in front of Bryant Elementary School and suggested that additional measures be implemented, such as signage and school speed zones, near the school to increase student safety.

ACTION ITEMS

1. Greater Dubuque Development Corporation - Quarterly Update: Motion by Jones to receive and file the documents and listen to the presentation. Seconded by Farber. President and CEO Rick Dickinson presented the quarterly update on the activities of the Greater Dubuque Development Corporation (GDDC). Mr. Dickinson suggested his quarterly presentation occur after each quarter and was advised to work with city staff to change the future presentation schedule. City Manager Van Milligen highlighted some of the recent accomplishments of GDDC, including the Simmons warehouse groundbreaking and the McCoy Group's proposed land purchase for employee parking. City Council members commended GDDC's economic development efforts. Motion carried 7-0.

2. Smart Parking Mobility Management Plan Update: Motion by Roussell to receive and file the documents and listen to the presentation. Seconded by Sprank. Director of Transportation Services Ryan Knuckey made a presentation on the Smart Parking & Mobility Management Plan. Responding to a question from the City Council, Mr. Knuckey summarized the next phases of the plan and stated that he intends to provide another update in late summer of 2023. Motion carried 7-0.

3. AM/PM Commuter Route: Motion by Roussell to receive and file the documents and approve extending the Jule AM/PM Commuter Route for an additional six months through December 30, 2023. Seconded by Sprank. Responding to a question from the City Council, City Manager Van Milligen stated that if City Council approves the extension, city staff will approach employers to request they financially contribute to the route so that it remains free for riders. Mr. Knuckey stated previous funding was divided between GDDC and the Transportation Services Department, and that ridership fees would be \$1.50 one-way if the department had to start charging riders. Motion carried 7-0.

4. Amending Tax Increment Ordinance 10-23 for the Dubuque Industrial Center Economic Development District, as amended by Version 2023.3 of the Amended and Restated Plan: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 30-23 An ordinance correcting and amending Ordinance No. 10-23, previously amended, providing that general property taxes levied and collected each year on all property located within the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Area of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project by adding Subarea T to the division of revenues. Seconded by Farber. Motion carried 7-0.

ORDINANCE NO. 30-23

CORRECTING AND AMENDING ORDINANCE NO. 10-23, PREVIOUSLY AMENDED, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED AND RESTATED DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL AREA OF THE CITY OF DUBUQUE, COUNTY OF DUBUQUE, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF DUBUQUE,

COUNTY OF DUBUQUE, DUBUQUE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH THE AMENDED AND RE-STATE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL REDEVELOPMENT PROJECT BY ADDING SUBAREA T TO THE DIVISION OF REVENUES

Whereas, the Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District (the "District") described in Resolution No. 130-88 was adopted on May 2, 1988 and was thereafter amended and restated by Resolution No. 484-90 on December 17, 1990, Resolution No. 142-97 on April 7, 1997, Resolution No. 478-97 on November 17, 1997, Resolution No. 15-08 on January 7, 2008, Resolution No. 101-08 on March 17, 2008, Resolution No. 109-08 on April 7, 2008, Resolution No. 87-11 on March 7, 2011, Resolution No. 171-13 on June 3, 2013, Resolution No. 197-15 on June 1, 2015, Resolution No. 309-15 on September 8, 2015, Resolution No. 132-16 on September 19, 2016, Resolution No. 157-18 and Resolution No. 158-18 on May 21, 2018, Resolution 380-18 on December 17, 2018, Resolution 125-21 and Resolution 126-21 on April 19, 2021, Resolution 323-21 and Resolution 324-21 on September 20, 2021, Resolution 387-21 on November 1, 2021, Resolution 197-22 on May 16, 2022, by Resolution 289-22 on September 6, 2022, by Resolution No. 290-22 on September 6, 2022, by Resolution 73-23 on March 20, 2023, by Resolution 74-23 on March 20, 2023, and by Resolution 180-23 on June 5, 2023 (as amended and restated, the "Urban Renewal Plan" or "Amended and Restated Urban Renewal Plan"); and

Whereas, the City Council of the City of Dubuque, Iowa originally provided for the division of taxes pursuant to Section 403.19 of the Code of Iowa within the District in Ordinance No. 26-88 passed and approved on May 2, 1988 and thereafter amended and restated by Ordinance No. 63-88 on December 5, 1988, by Ordinance No. 66-97 on November 17, 1997, by Ordinance No. 70-08 on October 20, 2008, by Ordinance No. 10-14 on February 3, 2014, by Ordinance No. 39-15 on June 1, 2015, by Ordinance No. 55-15 on September 8, 2015, by Ordinance No. 49-16 on September 19, 2016, Ordinance 18-18 on May 21, 2018, by Ordinance 45-18 on December 17, 2018, by Ordinance 15-21 and Ordinance 16-21 on April 19, 2021, by Ordinance 22-21 on June 7, 2021, by Ordinance 31-21 and Ordinance 32-21 on

September 20, 2021, by Ordinance 37-21 on November 1, 2022, by Ordinance 21-22 on May 16, 2022, by Ordinance 28-22 on September 6, 2022, by Ordinance 28-22A on November 7, 2022, by Ordinance 10-23 on March 20, 2023, and by Ordinance 30-23 on June 5, 2023; and

Whereas, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the District, and the continuing needs of redevelopment within the District are such as to require the continued application of the incremental tax resources of the District; and

Whereas, the following enactment is necessary to accomplish the objectives described in the premises.

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

Ordinance Number 10-23 is hereby amended to read as follows:

Section 1. Section 1 is amended to read as follows:

Section 1: For purposes of this Ordinance, the following terms shall have the following meanings:

(a) Original Project Area means that portion of the City of Dubuque, Iowa described in the Urban Renewal Plan for the District approved by Resolution No. 130-88 on May 2, 1988, and subsequently amended by Resolution No. 484-90 on December 17, 1990, which Original Project Area includes the lots and parcels located within the area now legally described as follows:

All of Dubuque Industrial Center Eighth Addition; and

All of Lot 1 Dubuque Industrial Center 13th Addition; and

Lot 2 Dubuque Industrial Center 13th Addition; and

Lot 1-2-2 Dubuque Industrial Center Fifth Addition; and

Lot 1 Dubuque Industrial Center Fifth Addition; and

Lot 1 Dubuque Industrial Center 11th Addition; and

Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and

Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and

Lot 1-3 Dubuque Industrial Center 12th Addition; and

Lot 1 of lot 3 of final plat of lot 1 of Dubuque Industrial Center First Addition; and

Lot 1 Dubuque Industrial Center 10th Addition; and

Lot 2-3 Dubuque Industrial Center

12th Addition; and
 Lots 1 & 2 of final plat of lot 1 of
 Dubuque Industrial Center First
 Addition; and
 Lot 1 Dubuque Industrial Center
 12th Addition; and
 Lot 2 Dubuque Industrial Center
 Ninth Addition; and
 Lot 2 Dubuque Industrial Center
 12th Addition; and
 Lot 2-2 Dubuque Industrial Center
 Sixth Addition; and
 Lot 3 Dubuque Industrial Center
 Ninth Addition; and
 Lot 1 Dubuque Industrial Center
 Sixth Addition; and
 Lot 2 of 2 Dubuque Industrial Cen-
 ter 7th Addition; and
 Lot 2-1 Walter Addition; and
 Lot 2-1 Walter Addition; and
 And all adjoining public right-of-
 way, all in the City of Dubuque,
 Dubuque County, Iowa.

The Original Project Area is referred to as
 "Subarea A" in the Urban Renewal Plan here-
 inafter described.

(b) Subarea B has been removed from
 the division of revenues by Ordinance
 22-21 on June 7, 2021.

(c) Subarea C means that portion of the
 City of Dubuque, Iowa described as
 Subarea C in the Amended and Re-
 stated Urban Renewal Plan for the
 District approved by Resolution No.
 289-22 on September 6, 2022, which
 Subarea C includes the lots and par-
 cels located within the area legally de-
 scribed as follows:

Lots 1 and 2 of Dubuque Industrial
 Center North Second Addition;
 Lots 2, 3, C and A of Dubuque In-
 dustrial Center North First Addi-
 tion, excepting that Part of said
 Lot A originally platted as Lot 2 of
 the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 30,
 T89N, R2E of the 5th PM; and
 any adjoining public street right-
 of-way, all in the City of Dubuque,
 Dubuque County, Iowa,
 EXCEPT those lots and parcels
 included in Subarea K, those lots
 and parcels included in Subarea
 O, and those lots and parcels in-
 cluded in Subarea R.

(d) Subarea D means that portion of
 the City of Dubuque, Iowa de-
 scribed as Subarea D in the
 Amended and Restated Urban Re-
 newal Plan for the District approved
 by Resolution No. 109-08 on April 7,
 2008, which Subarea D includes the
 lots and parcels located within the
 area legally described as follows:

Lots 1, 2, and B and all of the right
 of way of Chavenelle Court in
 Dubuque Industrial Center West
 8th Addition in the City of Dubu-
 que, Dubuque County, Iowa.

(e) Subarea E means that portion of
 the City of Dubuque, Iowa de-
 scribed as Subarea E in the
 Amended and Restated Urban Re-
 newal Plan for the District approved
 by Resolution No. 73-23 on March
 20, 2023, which Subarea E includes
 the lots and parcels located within
 the area legally described as fol-
 lows:

All of Dubuque Industrial Center
 South First Addition in the City of
 Dubuque, Iowa, except Lot 2 of
 Dubuque Industrial Center South
 First Addition in the City of Dubu-
 que, Iowa; and

All of Seippel Road right of way
 from the north boundary line of Lot
 1 of 1 of South Fork Subdivision
 No. 1 in the City of Dubuque, to
 the south boundary lines of Lot H
 of Dubuque Industrial Center
 West and Lot 1 of Dubuque Indus-
 trial Center West 2nd Addition in
 the City of Dubuque, Dubuque
 County, Iowa, including crossings
 at the intersections of Old High-
 way Road and Chicago Central &
 Pacific Railroad rights-of-way.

(f) Subarea F means that portion of
 the City of Dubuque, Iowa, and
 Dubuque County described as Sub-
 area F in the Amended and Re-
 stated Urban Renewal Plan for the
 District approved by Resolution No.
 197-15 on June 1, 2015, which Sub-
 area F includes the lots and parcels
 located within the area legally de-
 scribed as follows:

Lot one (1) of Graf Farm Subdivi-
 sion #2, Dubuque County, Iowa,
 according to the recorded plat
 thereof;

Lot 1 of Lot 1 of Lot 1 of Lot 1 of
 West One-half of Northeast One-
 quarter, Section 25, Township 89
 North, Range 1 East of the 5th
 P.M., in Center Township, Dubu-
 que County, Iowa;

Lot 2 in "W.A. Norman Place" in
 Section 25, Center Township,
 Dubuque County, Iowa, according
 to the plat thereof; and

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec-
 tion 25, Township 89 North,
 Range 1 East of the 5th P.M., in
 Center Township, Dubuque
 County, Iowa.

- (g) Subarea G means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea G in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 309-15 on September 8, 2015, which Subarea G includes the lots and parcels located within the area legally described as follows:

The South one-half of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

Lot 1 of Lot 1 of the Northwest Quarter of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

Lot 2 of McFadden Farm Place #2, in the City of Dubuque, Iowa.

Lot 2 of McFadden Farm Place, in the City of Dubuque, Iowa.

Lot A of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

Lot A of Lot 1 of 1 of the Northwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

All in the City of Dubuque, Dubuque County, Iowa.

- (h) Subarea H means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea H in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea H includes the lots and parcels located within the area legally described as follows:

Lot 1 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and Lot 2 of Lot 1 of Lot 1 of Lot 2 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, of Section 30, in Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

- (i) Subarea I means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea I in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea I includes the lots and parcels located within the area legally

described as follows:

Lot 2 Seippel Road Place #2, Dubuque County, Iowa.

Lot 2-1-1 of the Southeast Quarter of the Southeast Quarter of Section 25, Township 89 North, Range 2 East of the 5th P.M., Dubuque County, Iowa

- (j) Subarea J means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea J in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea J includes the lots and parcels located within the area legally described as follows:

Lot 2 Julien Care Place, Dubuque County, Iowa.

Lot 3 Julien Care Place, Dubuque County, Iowa

Lot 2-1 Julien Care Place, Dubuque County, Iowa

- (k) Subarea K means that portion of the City of Dubuque, Iowa, removed from Subarea C of the District by Version 2018.1 of the Amended and Restated Plan for the District approved by Resolution No. 157-18, and added to the District by Version 2018.2 of the Amended and Restated Plan for the District approved by Resolution No. 158-18 as Subarea K, all on May 21, 2018, which Subarea K includes the lots and parcels located within the area legally described as follows:

Lot 1 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa.

- (l) Subarea L means that portion of the City of Dubuque, Iowa described as Subarea L in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 380-18 on December 17, 2018, which Subarea L includes the lots and parcels located within the area legally described as follows:

Lot 1 of Loretta Bahl's Homestead, in the City of Dubuque, Iowa, comprised of Lot 1 of the West 30 Acres of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 19, Township 89 North, Range 2 East of the 5th P.M. all in the City of Dubuque, Dubuque County, Iowa.

- (m) Subarea M means that portion of the City of Dubuque, Iowa described as Subarea M in the Amended and Restated Urban Renewal Plan for the

District approved by Resolution 380-18 on December 17, 2018, which Subarea M includes the lots and parcels located within the area legally described as follows:

Lot 2 of the Subdivision of Lot 2 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 89 North, Range 2 East of the 5th P.M. all in the City of Dubuque, Dubuque County, Iowa.

- (n) Subarea N means that portion of the City of Dubuque, Iowa described as Subarea N in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 126-21 on April 19, 2021, which Subarea N includes the lots and parcels located within the area legally described as follows:

Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa; and

All of the street right of way of Innovation Drive adjacent to Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa.

All in the City of Dubuque, Iowa

- (o) Subarea O means that portion of the City of Dubuque, Iowa removed from Subarea C and now described as Subarea O in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 324-21 on September 20, 2021, which Subarea O includes the lots and parcels located within the area legally described as follows:

Lot 2 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa; and

A Part of Lot C in Dubuque Industrial Center North First Addition in the City of Dubuque, Iowa, being more particularly described as follows:

Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa;

Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 ft. to the Point of Beginning;

Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 ft.;

Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 ft.;

Thence North 19 degrees 12 minutes 36 seconds East, 433.37 ft., to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third

Addition in the City of Dubuque, Iowa; Thence North 90 degrees 00 minutes 00 seconds West, 231.12 ft.;

Thence North 60 degrees 11 minutes 47 seconds West, 280.07 ft.;

Thence North 51 degrees 38 minutes 25 seconds West, 318.12 ft.;

Thence South 57 degrees 28 minutes 14 seconds West, 86.87 ft.;

Thence South 18 degrees 59 minutes 51 seconds East, 140.84 ft.;

Thence South 51 degrees 57 minutes 52 seconds East, 101.08 ft.;

Thence South 01 degree 57 minutes 06 seconds East, 108.09 ft.;

Thence South 33 degrees 59 minutes 54 seconds East, 90.10 ft.;

Thence South 44 degrees 57 minutes 34 seconds East, 130.53 ft.;

Thence South 12 degrees 19 minutes 12 seconds West, 171.97 ft.;

Thence South 87 degrees 35 minutes 13 seconds West, 260.33 ft.;

Thence South 02 degrees 35 minutes 19 seconds East, 40.00 ft., to the

Point of Beginning, said part of Lot C contains 6.59 acres, more or less; All in the City of Dubuque, Iowa

- (p) Subarea P means that portion of Dubuque County and the City of Dubuque, Iowa described as Subarea P in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 387-21 on November 1, 2021, which Subarea P includes the lots and parcels located within the area legally described as follows:

Lot 2 of Wertzberger Acres No. 3, in Table Mound Township, Dubuque County, Iowa, according to the recorded Plat thereof; and

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Lot 1 of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, Lot 1 of Lot 1 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and Lot 2 of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, in Section 14, Township 88 North, Range 2 East of the 5th P.M., in Dubuque County, Iowa, according to United States Government Survey and the recorded Plats thereof, excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and of Lot 1 of Lot 1 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and of Lot 2 of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of

Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the Warranty Deed filed as Instrument Number 2010-00003964 in the Dubuque County Recorder's Office, and excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the Warranty Deed filed as Instrument Number 2011-00011776 in the Dubuque County Recorder's Office; and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the warranty deed filed as instrument number 2010-00003964 in the Dubuque County Recorder's Office, and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the warranty deed filed as instrument number 2011-00011776 in the Dubuque County Recorder's Office; and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of the Southwest 1/4 of the Northwest 1/4, all in Section 13, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 7.50 acres and as shown and described in the warranty deed filed as instrument number 2010-00007163 in the Dubuque County Recorder's Office;

and

A part of that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of 3 of Archdiocese Place No. 2 at Key West in Section 11, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque and of Lot 2 of the Northwest 1/4 of the Northeast 1/4 and of Lot 2 of 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 1 of the Southeast Quarter of the Northeast Quarter, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 51.12 acres and as shown and described in the warranty deed filed as instrument number 2011-00018392 in the Dubuque County Recorder's Office, more particularly described as follows:

Commencing at the east 1/4 corner of said section 14; thence south 87° (degrees) 30' (minutes) 08" (seconds) west (assumed bearing for the purpose of this description) on the south line of the northeast 1/4 of said section 14, a distance of 316.67 ft. to the southeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4 which is on the present northwesterly right-of-way line of U.S. highway 61, being the point of beginning of the area herein described; thence continuing south 87°30'08" west on said south line, also being the south line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 744.37 ft. to the west line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 01°46'59" west on said west line, 365.46 ft.; thence north 02°36'29" west on said west line, 258.32 ft. to the northwesterly line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 15°33'01" east on said northwesterly line, 189.90 ft.; thence north 20°16'31" east on said northwesterly line, 100.25 ft.; thence north 31°16'30" east on said northwesterly line, 371.74 ft.; thence north 51°35'55" east on said northwesterly line, 46.89 ft.; thence north 26°34'03" east on said northwesterly line, 112.65 ft. to the northwest corner of said lot 1 of the southeast 1/4 of the northeast 1/4, also being the southwest corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4; thence north 35°25'51"

east on the westerly and southwesterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, a distance of 200.90 ft.; thence north 01°11'53" west on said westerly and southwesterly line, 284.09 ft.; thence north 51°36'20" west on said westerly and southwesterly line, 173.35 ft.; thence south 73°41'30" east a distance of 115.82 ft.; thence south 48°36'34" east on the northeasterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, 759.07 ft. to the southeast corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, also being the northeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4; thence south 02°41'19" east on the easterly line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 954.91 ft. to the present northwesterly right-of-way line of U.S. highway 61; thence south 38°00'39" west on said northwesterly right-of-way line, 485.62 ft. to the point of beginning, containing 31.49 acres, more or less; and

An 80-foot-wide strip of land in the Southeast Half of Section 31, Township 89 North, Range 2 East, The Southwest Quarter of Section 32, Township 89 North, Range 2 East, the North Half of Section 5, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 4, Township 88 North, Range 2 East, the South Half of Section 3, Township 88 North, Range 2 East, the Southwest Quarter of Section 2, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 11, Township 88 North, Range 2 East, and the Northeast Quarter of Section 14, Township 88 North, Range 2 East, of the Fifth P.M., centered on the following described line:

Commencing at the Southeast Corner of Lot B, Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa (Record Doc. #2014-1397), at the Northerly Right-of-Way of Seippel Road; thence South 35°44'18" East (Record North 35°52'10" West) along the East Line of said First Addition, 11.13 ft.; thence South 10°51'45" East, 40.00 ft. to the centerline of Seippel Road, the Point of Beginning; thence North 79°08'15" East along said centerline, 1004.09

ft.; thence Easterly along the centerline of U. S. Highway 52 and the extension thereof an arc length of 880.50 ft. along a 1,200.00 foot radius curve being concave southerly, having a long chord of South 79°50'32" East, 860.88 ft.; thence South 58°49'18" East along said centerline of U. S. Highway 52, 2,489.33 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 3,363.36 ft. along a 12,000.00 foot radius curve being concave Northeasterly, having a long chord of South 66°51'04" East, 3,352.36 ft.; thence South 74°52'50" East along said centerline of U. S. Highway 52, 1318.07 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,569.39 ft. along a 12,000.00 foot radius curve being concave Southwesterly, having a long chord of South 71°08'02" East, 1,568.27 ft.; thence South 67°23'15" East along said centerline of U. S. Highway 52, 1093.39 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,414.18 ft. along a 23,000.00 foot radius curve being concave Southwesterly, having a long chord of South 65°37'33" East, 1,413.95 ft.; thence South 63°51'52" East along said centerline of U. S. Highway 52, 947.44 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,134.73 ft. along a 8,000.00 foot radius curve being concave Northeasterly, having a long chord of South 67°55'41" East, 1,133.78 ft.; thence South 71°59'29" East along said centerline of U. S. Highway 52, 3,507.89 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 7,787.63 ft. along a 7,500.00 foot radius curve being concave Southwesterly, having a long chord of South 42°14'42" East, 7,442.46 ft.; thence South 12°29'54" East along said centerline of U. S. Highway 52, 750.54 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 449.54 ft. along a 4,000.00 foot radius curve being concave Northeasterly, having a long chord of South 15°43'05" East, 449.31 ft., to the End Point, the sidelines of said 80-foot-wide strip of land are to be shortened or lengthened to the intersection of the easterly line of

Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa as recorded in Doc. #2014-1397 and the intersection of the northerly line of Lot 1 and Lot 1 of 1 as recorded in Doc. #2010-3964.

(q) Subarea Q means that portion of the City of Dubuque, Iowa described as Subarea Q in the Amended and Re-stated Urban Renewal Plan for the District approved by Resolution 197-22 on May 16, 2022, which Subarea Q includes the lots and parcels located within the area legally described as follows:

Lot 1-5 of Dubuque Industrial Center West 5th Addition in the City of Dubuque, Iowa; All in the City of Dubuque, Iowa

(r) Subarea R means that portion of the City of Dubuque, Iowa described as Subarea R in the Amended and Re-stated Urban Renewal Plan for the District approved by Resolution 290-22A on November 7, 2022, which Subarea R includes the lots and parcels located within the area legally described as follows:

Part of Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows: Commencing at the southeast corner of said Lot 3; thence N00°36'04"W, 364.16 ft. along the east line of said Lot 3; thence S89°24'16"W, 502.28 ft. along the outside face of the south wall of the existing building to the point of beginning; thence S00°35'44"E, 37.00 ft.; thence S89°24'16"W, 170.00 ft.; thence N00°35'44"W, 32.00 ft.; thence S89°24'16"W, 210.00 ft.; thence N00°35'44"W, 362.00 ft.; thence N89°24'16"E, 255.00 ft. to the northerly extension of the outside face of the west wall of the existing building; then S00°35'44"E, 357.00 ft. along said face of the west wall of the southwest corner of the existing building; thence N89°24'16"E, 125.00 ft. along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres; All in the City of Dubuque, Iowa.

(s) Subarea S means that portion of the

City of Dubuque, Iowa described as Subarea S in the Amended and Re-stated Urban Renewal Plan for the District approved by Resolution 74-23 on March 20, 2023, which Subarea S includes the lots and parcels located within the area legally described as follows:

Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa; All in the City of Dubuque, Iowa.

(t) Subarea T means that portion of the City of Dubuque, Iowa described as Subarea T in the Amended and Re-stated Urban Renewal Plan for the District approved by Resolution 180-23 on June 5, 2023, which Subarea T includes the lots and parcels located within the area legally described as follows:

The East 10 Acres of the Southwest Quarter of the Southeast Quarter of Section 19, T88N, R2E, of the 5th P.M., Dubuque County, Iowa; All in the City of Dubuque, Iowa.

(u) Amended Project Area means that portion of the City of Dubuque, Iowa and Dubuque County included within the Original Project Area, Subarea C, Subarea D, Subarea E, Subarea F, Subarea G, Subarea H, Subarea I, Subarea J, Subarea K, Subarea L, Subarea M, Subarea N, Subarea O, Subarea P, Subarea Q, Subarea R, Subarea S, and Subarea T each as described in this Section.

Section 2. Section 3 is amended to read as follows:

Section 3: As to the Original Project Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Original Project Area upon the total sum of the assessed value of the taxable property in the Original Project Area as shown on the assessment roll as of January 1, 1987, being the first day of the calendar year preceding the effective date of Ordinance No. 26-88, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such Subarea.

As to Subarea B, Subarea B has been removed from the division of revenues by Ordinance 22-21. Subarea B will remain within the District.

As to Subarea C (except the lots and parcels now forming Subarea K and those lots and parcels removed by

Amended and Restated Urban Renewal Plan Version 2021.4 now forming Subarea O, and those lots and parcels removed by Ordinance 27-22, now forming Subarea R), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 70-08, and base values shall be reduced due to the removal of area from Subarea C.

As to Subarea D, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 70-08.

As to Subarea E, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2013, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 10-14.

As to Subarea F, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2014, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 39-15.

As to Subarea G, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2014, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 55-15.

As to Subarea H, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea I, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea J, base period taxes

shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea K, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 18-18.

As to Subarea L, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 45-18.

As to Subarea M, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 45-18.

As to Subarea N, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2020, being the assessment roll applicable to property in such subarea as of January 1 of preceding the effective date of Ordinance No. 16-21.

As to Subarea O, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2020, being the assessment roll applicable to property in such subarea as of January 1 of preceding the effective date of Ordinance 32-21.

As to Subarea P, Subarea P has been removed from the division of revenues by Ordinance 21-22. Subarea P will remain within the District.

As to Subarea Q, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2021, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 21-22.

As to Subarea R, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1,

2021, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 28-22-A.

As to Subarea S, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2022, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 10-23.

As to Subarea T, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2022, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of this Ordinance No. 30-23.

Section 3: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 5th day of June, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk
Published officially in the Telegraph Herald newspaper on the 9th day of June 2023.

/s/Adrienne N. Breitfelder, City Clerk

5. Trash Cart Exemption Program: Motion by Wethal to receive and file the documents and approve the Trash Cart Exemption program and Trash Cart Exemption Form. Seconded by Sprank. Responding to a question from the City Council, Assistant Public Works Director Arielle Swift stated that city staff reviewed comparable programs throughout the state and country and confirmed that they collected the same data that the city intends to collect to verify eligibility for exemptions from trash cart use. Ms. Swift stated that physical limitations or terrain would be considered eligible reasons for an exemption. City Council members commended the program. Motion carried 7-0.

6. Consolidation of Police Department Divisions to the Historic Federal Building: Motion by Sprank to receive and file the documents and approve moving the Police Department Divisions of Community Oriented Policing (COP), School Resource Officer (SRO) and Critical Incident Team (CIT) to a consolidated location in the Historic Federal Building and City Council authorization the use of the Downtown Urban Renewal Rehabilitation Loan Repayment Fund to fund up to \$70,000 for the remodel of the identified rooms to accommodate the three Police Department Divisions. Seconded by Jones. City Council members expressed support for

the consolidation, stating it illustrated efforts to implement an efficient process. Motion carried 7-0.

7. Housing Programs and Incentives Brochure: Motion by Jones to receive and file the documents. Seconded by Farber. City Council Members stressed the importance of promoting the city's housing programs and incentives and expressed enthusiasm that developers were taking advantage of them. Motion carried 7-0.

8. Iowa Finance Authority (IFA) HOME Tenant-Based Rental Assistance (TBRA) Program Application: Motion by Wethal to receive and file the documents and adopt Resolution No. 185-23 Authorizing the Mayor to execute an application for the Home Tenant Based Rental Assistance Program and authorizing the Director of Housing and Community Development and the City Manager to approve the application. Seconded by Jones. Responding to questions from the City Council, Housing and Community Development Director Alexis Steger stated that the program will be administered in conjunction with city partners, including the Department of Human Services (DHS), Veterans Affairs (VA), and area homeless shelters, who will help identify eligible recipients. Ms. Steger stated that the city has applied for this program before without being accepted, but that the city recently receiving a match from the Community Foundation of Greater Dubuque will make the city's current application more competitive. Responding to a question about the city's response to pan handling, Ms. Steger stated that the city provides pan handlers a resource card with phone numbers and addresses of various services. Motion carried 7-0.

**RESOLUTION NO. 185-23
AUTHORIZING THE MAYOR TO EXECUTE
AN APPLICATION FOR THE HOME TENANT-BASED RENTAL ASSISTANCE PROGRAM AND AUTHORIZING THE DIRECTOR OF HOUSING AND COMMUNITY DEVELOPMENT AND THE CITY MANAGER TO APPROVE THE APPLICATION**

Whereas, the Iowa Finance Authority has published the availability of the HOME Tenant-Based Rental Assistance program; and

Whereas, the City of Dubuque proposes to use HOME Tenant-Based Rental Assistance to pilot a rental deposit assistance program.

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

Section 1: That the Mayor is hereby authorized and directed to submit an application to the Iowa Finance Authority (IFA) for the HOME Tenant-Based Rental Assistance program.

Section 2: That the Director of Housing and Community Development and the City Manager are hereby authorized to approve the application that is submitted to IFA.

Section 3: That the City Manager is hereby authorized and directed to forward said application and resulting standard executed contract to the respective agency in a timely fashion and as required by the Iowa Finance Authority.

Passed, approved, and adopted this 5th day of June, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

9. Agreement with Chris Richard for Housing TIF incentives of \$10,000 per Low-Income Unit Created: Motion by Farber to receive and file the documents and adopt Resolution No. 186-23 Approving a Development Agreement by and between the City of Dubuque, Iowa and CARich Properties LLC. providing for funding assistance through Housing Tax Increment Financing in the amount of \$110,000 for the development of 1706 Central Avenue. Seconded by Sprank. Responding to a question from the City Council, City Manager Van Milligen summarized how property taxes are allocated in TIF districts, stating that 60% of the property taxes generated from the development assist in implementing the project, with the remaining 40% allocated to affordable housing in the community. Responding to a question from the City Council, Ms. Steger stated that the developer must certify that housing rates are affordable and ensure their structures meet building codes. Motion carried 7-0.

**RESOLUTION NO. 186-23
APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND CARICH PROPERTIES LLC. PROVIDING FOR FUNDING ASSISTANCE THROUGH HOUSING TAX INCREMENT FINANCING IN THE AMOUNT OF \$110,000 FOR THE DEVELOPMENT OF 1706 CENTRAL AVENUE**

Whereas, it is the determination of the City Council that approval of the Development Agreement, for development of the Property at 1706 Central Avenue by CARich Properties LLC according to the terms and conditions set out in the Development Agreement is in the public interest of the City of Dubuque.

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

Section 1. That the Development Agreement by and between the City of Dubuque and CARich Properties, a copy of which is [provided] hereto, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development

Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved, and adopted this 5th day of June, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

10. Work Session Request: Economic Development: Motion by Jones to receive and file the documents and schedule the work session for Monday, June 26, 2023, at 6:00 PM p.m. Seconded by Wethal. Motion carried 7-0.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:15 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 10:20 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:20 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in special session at 5:30 p.m. on June 20, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick (arrived at 5:31 p.m.), Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on speed study data.

WORK SESSION

Speed Study Data Related to Automated Speed Enforcement Recommendations

Police Chief Jeremy Jensen made introductory remarks followed by a presentation from International City/County Management Association (ICMA) Fellow Abhishek Rai, Traffic Engineer Justine Hull, and City Engineer Gus Psihoyos on speed study data related to automated speed enforcement. Responding to a question from the City Council, Mr. Psihoyos stated that the Engineering Department did not collect data on the number of accidents that occurred on the days they tracked speed, but they could obtain that information. In response to additional questions, Mr. Psihoyos summarized how traffic engineers determine speed limits and the department's previous involvement with speed shields. Responding to a question from the City Council, Mr. Rai stated that data presented on speed-related accidents comes from the Fatality Analysis Reporting System (FARS). Responding to questions from the City Council, Chief Jensen stated that radar speed signs do not offer an enforcement capability and that data presented on distracted drivers comes from the Department of Transportation (DOT). City Council Members concluded that additional information was needed before taking action on automated speed enforcement cameras. It was determined that crash data was needed for the days that speed was tracked by the Engineering Department for this presentation, the results from speed cameras in Cedar Rapids and Waterloo, and how revenue collected from enforcing speed cameras would be utilized. City Manager Van Milligen confirmed that city staff can obtain that information. Staff will include the information on a city council agenda once it has been compiled.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:31 p.m.

/s/Adrienne N. Breittfelder, CMC, City Clerk

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

The Dubuque City Council met in regular session at 6:33 p.m. on June 20, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PROCLAMATION(S)

1. Apples for Students Months (June and July 2023) was accepted by Beth McGorry on behalf of St. Mark Youth Enrichment.

2. Summer Learning Week (July 9 - 15, 2023) was accepted by Beth McGorry on behalf of St. Mark Youth Enrichment.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of 5/31/23 and 6/5/23; Historic Preservation Commission of 5/18/23; Library Board of Trustees of 5/25/23; Resilient Community Advisory Commission of 6/8/23; Zoning Advisory Commission of 6/7/23; Zoning Board of Adjustment of 5/25/23. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Kyle Cross for personal injury/property damage; David Hawkins for property damage; Mary Koppes for property damage; Robert Lynn for property damage; Alexis Lyons for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance

Pool: Kyle Cross for personal injury/property damage; Mary Koppes for property damage; Robert Lynn for personal injury; Alexis Lyons for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 187-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 187-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

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

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

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

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

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

Passed, approved, and adopted this 20th day of June, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breifelder, City Clerk

5. Resolution Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2023 – Period 12: Upon motion the documents were received and filed, and Resolution No. 188-23 Authorizing the Chief Financial Officer to make the appropriate interfund transfers of sums and record the same in the appropriate manner for the FY 2023 for the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 188-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MAKE THE APPROPRIATE INTERFUND TRANSFERS OF SUMS AND RECORD THE SAME IN THE APPROPRIATE MANNER FOR THE FY 2023 FOR THE CITY OF DUBUQUE, IOWA**

Whereas, Iowa Administrative Rules Code Section 545-2.5(5) implements Iowa Code Section 384.18 and provides that the City Council shall approve all transfers of moneys from one budgeted fund to another budgeted fund as provided in Iowa Administrative Rules Code Section 545-2.5(5).

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

Section 1. Authorize the Chief Financial Officer to Transfer Funds. That the Chief Financial Officer be and is hereby authorized by the City Council to make the appropriate interfund transfer of sums and record the same in the appropriate manner for FY 2023.

Section 2. Transfer of Funds. That the Chief Financial Officer will transfer the following sums and to record the same in the appropriate manner:

1. Transfer from General Fund to the Section 8 Fund \$172,382.00 for the deficit related to HUD administrative funding.
2. Transfer from the General Fund to the DRA Distribution Fund \$1,266,922.00 for budgeted capital projects.
3. Transfer from General Fund to Transit Fund \$1,706,685.00 for the Transit Levy and reimbursement of the downtown shuttle.
4. Transfer from the Tort Liability Fund to the General Fund \$510,819.06 for the cost of liability insurance.
5. Transfer from the Trust & Agency Fund to the General Fund \$2,326,864.60 for the cost of employee benefits.
6. Transfer from the Dubuque Industrial Center Tax Increment Financing Fund to the General Fund \$326,993.71 for the reimbursement of Tax Increment

Financing eligible expenses.

7. Transfer from the Greater Downtown Tax Increment Financing Fund to the General Fund \$140,217.18 for the reimbursement of Tax Increment Financing eligible expenses.
8. Transfer from Dubuque Industrial Center TIF fund to the General Construction Fund \$371,500.00 for Tax Increment financing eligible construction projects.
9. Transfer from Greater Downtown TIF Fund to Parking Operations Fund \$280,000.00 for debt service on downtown ramps.
10. Transfer from Greater Downtown TIF Fund to Housing Trust Fund \$51,705.00 for reimbursement of Tax Increment Financing eligible construction projects.
11. Transfer from Sanitary Sewer Operating Fund to General Fund \$1,837,117.00 for recharge of administrative overhead.
12. Transfer from Sanitary Sewer Operating Fund to Sanitary Sewer Capital Fund \$1,943,179.00 for capital construction.
13. Transfer from Stormwater Operating Fund to General Fund \$659,648.00 for recharge of administrative overhead.
14. Transfer from Stormwater Operating Fund to Stormwater Construction Fund \$400,000.00 for capital construction.
15. Transfer from Parking Operating Fund to General Fund \$223,618.00 for recharge of administrative overhead.
16. Transfer from Water Operating Fund to General Fund \$595,651.00 for recharge of administrative overhead.
17. Transfer from Water Operating Fund to Water Construction Fund \$1,000,000.00 for capital construction.
18. Transfer from Refuse Fund to General Fund \$1,305,346.00 for recharge of administrative overhead.
19. Transfer from Landfill Fund to General Fund \$477,980.00 for recharge of administrative overhead.
20. Transfer from General Fund to the Debt Service Fund \$191,104.50 for annual debt service payments.
21. Transfer from Dubuque Industrial Center Tax Increment Financing Fund to the Debt Service Fund \$651,136.56 for annual debt service payments.
22. Transfer from Greater Downtown Tax Increment Financing Fund to the Debt Service Fund \$2,233,674.70 for annual debt service payments.
23. Transfer from Road Use Tax Special Revenue Fund to the Debt Service Fund \$65,475.00 for annual debt service payments.

24. Transfer from Street Construction Fund to the Debt Service Fund \$234,138.06 for annual debt service payments.
25. Transfer from Sales Tax Increment Special Revenue Fund to the Debt Service Fund \$4,675,826.79 for annual debt service payments.
26. Transfer from Sales Tax Construction Fund to the Debt Service Fund \$605,862.35 for annual debt service payments.
27. Transfer from Passenger Facility Fund to the Debt Service Fund \$181,053.72 for annual debt service payments.
28. Transfer from DRA Distribution Fund to the Stormwater Operating Fund \$151,133.75. for stormwater subsidies related to tax exempt entities, farms, and half rate for income qualified.
29. Transfer from Sales Tax Construction Fund to the Stormwater Operating Fund \$255,390.00 for stormwater subsidies related to tax exempt entities, farms, and half rate for income qualified.
30. Transfer from the General Fund to the Refuse Fund \$39,491.54 for reimbursement of 50% rate reduction.
31. Transfer from the General Fund to the Sanitary Sewer Operating Fund \$31,007.89 for reimbursement of 50% rate reduction.
32. Transfer from the General Fund to the Water Operating Fund \$21,686.83 for reimbursement of 50% rate reduction.
33. Transfer from the Greater Downtown Tax Increment Financing Fund to the Parking Operating Fund \$2,069,332.99. for the reimbursement of Tax Increment Financing eligible debt service expenses.
34. Transfer from the Greater Downtown Tax Increment Financing Fund to the Transit Enterprise Fund \$281,608.52 for the reimbursement of Tax Increment Financing eligible debt service expenses.
35. Transfer from the Sales Tax Special Revenue Fund to the Transit Enterprise Fund \$69,903.00 for the reimbursement of debt service expenses.
36. Transfer from the Greater Downtown Tax Increment Financing Fund to the Downtown Loan Pool Fund \$200,000.00 for the reimbursement of Tax Increment Financing eligible expenses.
37. Transfer from the General Fund to the Refuse Operating Fund \$95,339.00 for the reimbursement of tipper cart expenses.

Passed, approved, and adopted this 20th day of June 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Contracted Services Agreements Fiscal Year 2024 for Community Foundation of Greater Dubuque Programs: City Attorney recommended City Council approval of the [provided] Contracted Services Agreements with the Community Foundation of Greater Dubuque for Inclusive Dubuque and Project HOPE and authorizes the Mayor to execute the contracts on behalf of the City. Upon motion the documents were received, filed, and approved.

7. Temporary Agreement Between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque: Upon motion the documents were received and filed, and Resolution No. 189-23 Approving an Agreement between the City of Dubuque and ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque was adopted.

**RESOLUTION NO. 189-23
APPROVING AN AGREEMENT BETWEEN
THE CITY OF DUBUQUE AND ITC MID-
WEST, LLC TO OPERATE AN ELECTRIC
TRANSMISSION SYSTEM IN THE CITY OF
DUBUQUE**

Whereas, the City of Dubuque, Iowa (City) and ITC Midwest, LLC (ITC Midwest) have tentatively entered into an Agreement for the operation of an electric transmission system in the City of Dubuque until such time as City and ITC Midwest finalize a franchise agreement to operate the system; and

Whereas, the City Council finds that it is in the best interests of the City of Dubuque to approve the Agreement.

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

Section 1. The [provided] Agreement is hereby approved.

Section 2. The City Manager is authorized and directed to sign the Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this 20th day of June, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. City of Dubuque Data and Cyber-Security Center: City Manager recommended City Council approve the Conflict Waiver Letter as [provided] by Ahlers & Cooney, P.C., Attorney Conner Wasson and authorize the Mayor to sign the consent form. Upon motion the documents were received, filed, and approved.

9. Signed Contract(s): Proposal for Classification and Compensation Study with Carlson Dettmann Consulting; Proposal for the Police/Fire Classification and Compensation Study and Benefit/Total Rewards Survey with Carlson Dettmann Consulting; Professional Services Agreement with Carlson Dettmann Consulting for an assessment of the city's classification and compensation program; Professional Services Agreement with Carlson Dettmann Consulting for market measurement for Fire and Police positions and Benefits/Total Rewards Survey; Vendor Service Agreement with Carlson Dettmann Consulting for Classification and Compensation Study; Vendor Service Agreement with Carlson Dettmann Consulting for Police/Fire Classification and Compensation Study and Benefit/Total Rewards Survey. Upon motion the documents were received and filed.

10. Second Amendment to Community Development Block Grant CARES Act (CDBG-CV) Subrecipient Agreement for Almost Home Rehabilitation: Upon motion the documents were received and filed, and Resolution No. 190-23 Authorizing the Second Amendment to the CDBG-CV Subrecipient Agreement with Almost Home at St. John's was adopted.

**RESOLUTION NO. 190-23
AUTHORIZING THE SECOND AMENDMENT
TO THE CDBG-CV SUBRECIPIENT AGREEMENT
WITH ALMOST HOME AT ST. JOHN'S**

Whereas, the City of Dubuque and Almost Home at St. John's entered into a CDBG-CV Subrecipient Agreement dated October 17, 2022 with respect to rehab the shelter to respond to the COVID-19 pandemic; and

Whereas, the City Council approved the Iowa Economic Development Authority CDBG-CV agreement with the City of Dubuque on December 21, 2020; and

Whereas, the parties desire to modify the Subrecipient Agreement as set out in the Second Amendment to the Subrecipient Agreement [provided] hereto; and

Whereas, Almost Home at St. John's will provide services to a majority low to moderate-income individuals and serve a group primarily presumed to be LMI such as homeless persons.

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

Section 1. That the Second Amendment to the Subrecipient Agreement with Almost Home at St. John's be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 20th day of June 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

11. Final Plat of Steger Heights Plat 3: Upon motion the documents were received and filed, and Resolution No. 191-23 Approving the Final Plat of Steger Heights Plat 3, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 191 - 23
APPROVING THE FINAL PLAT OF STEGER
HEIGHTS PLAT 3, IN THE CITY OF DUBU-
QUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Steger Heights Plat 3 in the City of Dubuque, Iowa; and

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

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

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

Section 1. That Section 11-14 of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived to allow 0 ft. of frontage on a public street or an approved private street for Lot 2 Steger Heights Plat 3.

Section 2. That the Final Plat of Steger Heights Plat 3, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

Passed, approved, and adopted this 20th day of June 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

12. Q Casino Project Progress Article: City Manager provided a copy of a Dubuque 365ink Magazine article about the Q Casino's project progress. Upon motion the documents were received and filed.

13. English Lane Sanitary and Storm Repair Project: Upon motion the documents were received and filed, and Resolution No. 192-23 Accepting the English Lane Sanitary and Storm Repair Project and authorizing the payment to the contractor was adopted.

**RESOLUTION NO. 192-23
ACCEPTING THE ENGLISH LANE SANI-
TARY AND STORM REPAIR PROJECT AND
AUTHORIZING THE PAYMENT TO THE
CONTRACTOR**

Whereas, the public improvement contract for the English Lane Sanitary and Storm Repair Project (the Project) has been completed by the Contractor, McDermott Excavating, (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$58,436.26; and

Whereas, the Contractor has previously been paid \$55,514.45, leaving a balance of \$2,921.81; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$2,921.81 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 20th day of June 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

14. Acceptance 2023 Asphalt Overlay Curb Ramp Project 1: Upon motion the documents were received and filed, and Resolution No. 193-23 Accepting the 2023 Asphalt Overlay Curb Ramp Project 1 and authorizing the payment to the contractor was adopted.

RESOLUTION NO. 193-23

ACCEPTING THE 2023 ASPHALT OVERLAY CURB RAMP PROJECT 1 AND AUTHORIZING THE PAYMENT TO THE CONTRACTOR

Whereas, the public improvement contract for the 2023 Asphalt Overlay Curb Ramp Project 1 (the Project) has been completed by the Contractor, BCD Contractors, (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$150,009.10; and

Whereas, the Contractor has previously been paid \$142,508.65, leaving a balance of \$7,500.45; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$7,500.45 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 20th day of June 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

15. Acceptance 2023 Asphalt Overlay Curb Ramp Project 2: Upon motion the documents were received and filed, and Resolution No. 194-23 Accepting the 2023 Asphalt Overlay Curb Ramp Project 2 and authorizing the payment to the contractor was adopted.

RESOLUTION NO. 194-23

ACCEPTING THE 2023 ASPHALT OVERLAY CURB RAMP PROJECT 2 AND AUTHORIZING THE PAYMENT TO THE CONTRACTOR

Whereas, the public improvement contract for the 2023 Asphalt Overlay Curb Ramp Project 2 (the Project) has been completed by the Contractor, Midwest Concrete, Inc., (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$103,316.73; and

Whereas, the Contractor has previously been paid \$98,150.89, leaving a balance of \$5,165.84; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$5,165.84 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 20th day of June 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

16. Acceptance of Quit Claim Deed from James B. Gansen and Mary L. Gansen, and Robert J. Flanagan and Tina M. Flanagan: Upon motion the documents were received and filed, and Resolution No. 195-23 Accepting Quit Claim Deeds from James B. Gansen and Mary L. Gansen, and Robert J. Flanagan and

Tina M. Flanagan, for certain easements across Part of Lot 1 of JQ Acres, Dubuque County, Iowa was adopted.

**RESOLUTION NO. 195 - 23
ACCEPTING QUIT CLAIM DEEDS FROM
JAMES B. GANSEN AND MARY L. GANSEN,
AND ROBERT J. FLANAGAN AND TINA M.
FLANAGAN, FOR CERTAIN EASEMENTS
ACROSS PART OF LOT 1 OF JQ ACRES,
DUBUQUE COUNTY, IOWA**

Whereas, James B. Gansen and Mary L. Gansen are the owners of the property legally described as:

Lot 2 JQ Acres No. 3, Dubuque County, Iowa, according to the recorded plat thereof; and

Whereas, Robert J. Flanagan and Tina M. Flanagan (Gansen) are the owners of the property legally described as:

Lot 1 JQ Acres No. 3, Dubuque County, Iowa, according to the recorded plat thereof; and

Whereas, Lot 1 and Lot 2 of JQ Acres No. 3 have access to the public road and right of way of Bellevue Heights Road over the City Property legally described as Lot 1 of JQ Acres, Dubuque, County Iowa, via an existing 66' wide access easement as shown on the final plat of JQ Acres filed as instrument number 2011-00007351 in the Office of the Dubuque County Recorder; and

Whereas, James B. Gansen and Mary L. Gansen, and to Robert J. Flanagan and Tina M. Flanagan, and the City of Dubuque have agreed to relocate the existing access easement to a mutually beneficial location; and

Whereas, James B. Gansen and Mary L. Gansen, and to Robert J. Flanagan and Tina M. Flanagan have executed the [provided] Quit Claim Deeds releasing their interest in the said 66' wide access easement as shown on the final plat of JQ Acres filed as instrument number 2011-00007351 in the Office of the Dubuque County Recorder.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts, and consents to the Quit Claim Deeds from James B. Gansen and Mary L. Gansen, and to Robert J. Flanagan and Tina M. Flanagan, copies of which are [provided] hereto, as required by Iowa Code Section 569.7.

Section 2. The City Clerk is hereby authorized to and directed to record this resolution and the Deeds with the Dubuque County Recorder.

Passed, approved, and adopted this 20th day of June, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breifelder, City Clerk

17. Five Flags Pyrotechnics Permit: City Manager recommended City Council approval of a Pyrotechnic Permit as submitted by the Five Flags Center for a pyrotechnic display at music performance on July 1, 2023. Upon motion the documents were received, filed, and approved.

18. Certified List - Police Officer: Civil Service Commission submitted the certified list for the position of Police Officer. Upon motion the documents were received, filed, and made a matter of record.

June 14, 2023

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, an examination for the position of Police Officer was administered on May 6, 2023. We, The Civil Service Commission, hereby certify that the individuals listed in the attached list have passed the written examination administered on either March 11, 2023, or May 6, 2023, are using a valid transfer score, or are currently certified as an Iowa Law Enforcement Officer and any vacancies for the position of Police Officer should be filled from this list and that this list is good through March 12, 2024.

Police Officer

1. Dustin Allen, 2. Noah Altman, 3. Ser Jon Bennett, 4. Dustin Brant, 5. Nathan Goodson-Gregg, 6. Ashley Hahnbaum – Certified, 7. Sophia Hammond, 8. Brandon Hoey, 9. Marcus Leitzen, 10. Noah Perry – Transfer Score, 11. Kenneth Schrader, 12. Josh Vauthier – Transfer Score

Respectfully Submitted,
Civil Service Commissioner

19. Settlement Agreement, Beecher Store, Inc.: City Manager recommended City Council approval of a Tobacco Compliance Settlement Agreement with Beecher Store, Inc, 1691 Asbury Road. Upon motion the documents were received, filed, and approved.

20. Settlement Agreement, EZ Stop 1: City Manager recommended City Council approval of a Tobacco Compliance Settlement Agreement with EZ Stop 1, 1101 Rhomberg Avenue. Upon motion the documents were received, filed, and approved.

21. Settlement Agreement, Kwik Stop #300: City Manager recommended City Council approval of the Tobacco Compliance Settlement Agreement with Kwik Stop #300, 1215 East 16th Street. Upon motion the documents were received, filed, and approved.

22. Settlement Agreement, Pioneers Rest Stop: City Manager recommended City Council approval of the Tobacco Compliance Settlement Agreement with Pioneer's Rest Stop, 4900 Old Highway Road. Upon motion the documents were received, filed, and approved.

23. Approval of Retail Alcohol Licenses and Tobacco, Alternative Nicotine, and Vapor Product Permit Applications: Upon motion the documents were received and filed, and Resolution No. 196-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits; and Resolution No. 197-23 Approving applications for retail permits to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code §453A.47A were adopted.

**RESOLUTION NO. 196-23
APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

Renewals

1st & Main, 101 Main St. #113
7 Hills Brewing Co, LLC, 1085 Washington St. and 1098 Jackson St.
Adobo's Mexican Grill, 756 Main St.
Applebee's Neighborhood Grill And Bar, 1395 Associates Dr.
Diamond Jo Casino, 301 Bell St.
Fischer Lanes, 880 Locust St.
Fox Den Motel, 920 Main St.
House Of China Co, 170 John F Kennedy Rd.
Jubeck New World Brewing LLC, 115 West 11th St.

Oolong Asia Cuisine, 145 West 11th St.
Paul's Tavern, 176 Locust St.
The Lift, 180 Main St.

Vinny Vanucchis Little Italy, 164 Main St
Walnut Tap Tavern, 709 University Ave.

Passed, approved, and adopted this 20th day of June 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 197-23
APPROVING APPLICATIONS FOR RETAIL PERMITS TO SELL TOBACCO, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, AND VAPOR PRODUCTS, AS REQUIRED BY IOWA CODE §453A.47A**

Whereas, applications for retail permits to sell tobacco, tobacco products, alternative nicotine products, vapor products, or a combination of these products have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by Iowa Code §453A.47A; and

Whereas, the Iowa Department of Revenue requires all applications be approved by the City Council; and

Whereas, all retail permits to sell tobacco, tobacco products, alternative nicotine products, and vapor products shall expire on June 30 of each year, as established in Iowa Code §453A.47A(7).

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for retail permits to sell one or more of the following as specified on the retail permit applications: tobacco, tobacco products, alternative nicotine products, and vapor products.

Effective from: July 1, 2023 to June 30, 2024

Business Name, Business Address

Beecher Liquor, 1691 Asbury Rd.
Central Grocery and Beauty Inc., 1572 Central Ave.
Dubuque Wine and Spirits, 2013 Central Ave. #2
Dubuque Wine and Spirits, 3305 Asbury Rd.
Pink Cloud Smoke Shop, 3301 Pennsylvania Ave.
Sid's Beverage Store Inc., 2727 Dodge St.

Passed, approved, and adopted this 20th day of June 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. Board of Library Trustees: Two, 4-Year terms through July 1, 2027 (Expiring terms of Lieberman and Mullin). Applicants: Victor Lieberman, 1575 Montrose Ter.; Pam Mullin, 2050 Mullin Rd. This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 7 Commissioners total; currently 3 males/2 females/ 2 openings. City Council confirmed that appointments to the Board of Library Trustees were no longer mayoral appointments based on a previous ordinance amendment. Motion by Roussell to appoint Mr. Lieberman and Ms. Mullin to the four-year terms through July 1, 2027. Seconded by Sprank. Motion carried 7-0.

2. Cable Television Commission: Two, 3-Year terms through July 1, 2026 (Expiring terms of Maloney and Tigges). Applicants: Pauline Maloney, 506 Saint George St.; Ronald Tigges, 4927 Wild Flower Dr. Motion by Jones to appoint Mr. Maloney and Mr. Tigges to the three-year terms through July 1, 2026. Seconded by Wethal. Motion carried 7-0.

3. Historic Preservation Commission: Two, 3-Year terms through July 1, 2026 (Expiring Langworthy District term of Dement, and Licensed Architect term of Monk). Applicants: Thea Dement, 375 Alpine St (Qualifies as Living within the Langworthy District); Christina Monk, 2770 Van Buren St. (Qualifies as a Licensed Architect). This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 9 Commissioners total; currently 4 males/2 females/ 3 openings. Motion by Jones to appoint Ms. Dement and Ms. Monk to the three-year terms through July 1, 2026. Seconded by Sprank. Motion carried 7-0.

4. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2026 (Expiring term of Ward). Applicant: Mark Ward, 2758 Tiffany Ct. Motion by Farber to appoint Mr. Ward to the three-year term through July 1, 2026. Seconded by Roussell. Motion carried 7-0.

5. Park and Recreation Advisory Commission: Three, 3-Year terms through June 30, 2026 (Expiring terms of Axtell, Kennicker, and Ochoa). Applicants: Ron Axtell, 1895 Norland Dr.; Ericson Hilbun, 1430 Oeth Ct.; Robin Kennicker, 2929 Elm St.; Jessica Ochoa, 1970 Hale St. Shirley Snow, 779 University Ave. Upon roll call vote, Mr. Axtell, Ms. Kennicker, and Ms. Ochoa were appointed to the 3-year terms through June 30, 2026. Mr. Axtell and Ms. Kennicker respectively received all seven votes for two of the 3-year terms. Mr. Hilbun received 1 vote (Farber), and Ms. Ochoa received the remaining 6 votes for the other 3-year term.

6. Resilient Community Advisory Commission: One Cross Representative whose term will coincide with their term on the cross represented board or commission (Expiring Cross Representative Member term of Kennicker). Applicants: Thea Dement, 375 Alpine St. - Current member of Historic Preservation Commission – Term will expire on 7-1-26 if reappointed to the Historic Preservation Commission at the 6-20-23 City Council meeting; Robin Kennicker, 2929 Elm St. - Current member of Park and Recreation Advisory Commission – Term will expire on 6-30-26 if reappointed to the Parks and Recreation Advisory Commission at the 6-20-23 City Council meeting.

Two, 3-Year terms through July 1, 2026 (Expiring At-Large terms of Chamberland and Jayawickrama). *Note: cross representative applicants who are not appointed to the cross-representative term are eligible for the at-large terms. Applicants: Joshua Chamberland, 2145 Delaware St.; Thea Dement, 375 Alpine St.; Lalith Jayawickrama, 2360 Cherry St.; Robin Kennicker, 2929 Elm St.; Lori Ollendick, 1390 Oak Park Pl.

Upon roll call vote, Ms. Kennicker was appointed to the three-year term, which will be through June 30, 2026, to coincide with her term on the Park and Recreation Advisory Commission. Ms. Kennicker received all 7 votes.

City Clerk Breitfelder announced that since Ms. Kennicker was appointed to the cross represented term, she is ineligible for the at-large term. Upon roll call vote, Mr. Chamberland and Mr. Jayawickrama were appointed to the 3-year terms through July 1, 2026. Mr. Chamberland received all 7 votes from Council for one of the terms. Ms. Ollendick received 1 vote (Resnick), and Mr. Jayawickrama received the remaining 6 votes for the other 3-year term.

7. Zoning Advisory Commission: Three, 3-Year terms through July 1, 2026 (Expiring terms of Christ, Kemp, and Zuccaro). Applicants: Martha Christ, 88 Princeton Place; Carrie Lohrmann, 1840 Asbury Rd.; Teri Zuccaro, 1765 Plymouth Court. This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 7 Commissioners total; currently 4 males/0 females/ 3 openings. Motion by Roussell to appoint Ms. Christ, Ms. Lohrmann, and Ms. Zuccaro to the three 3-year terms through July 1, 2026. Seconded by Farber. Council Member Roussell thanked Ms. Christ for her decades of service on the commission. Motion carried 7-0.

PUBLIC HEARINGS

1. Resolution Approving the Development Agreement by and between the City of Dubuque, Iowa and McCoy Group, Inc. LLC

Providing for the Sale of City-owned Real Estate to McCoy Group, Inc. and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Roussell to receive and file the documents and adopt Resolution No. 198-23 Approving the disposal of an interest in real property owned by the City of Dubuque by sale pursuant to a Development Agreement with McCoy Group, Inc. Seconded by Resnick. Zach Berry, 2688 University Ave., requested clarification on whether the development agreement will result in the construction of a new parking lot. City Manager Van Milligen stated that McCoy group is purchasing an existing parking lot north of the property that they will occupy. City Council Members thanked city staff for putting together this agreement. Motion carried 7-0.

**RESOLUTION NO. 198-23
APPROVING THE DISPOSAL OF AN INTEREST IN REAL PROPERTY OWNED BY THE CITY OF DUBUQUE BY SALE PURSUANT TO A DEVELOPMENT AGREEMENT WITH MCCOY GROUP, INC.**

Whereas, the City Council of Dubuque, Iowa, did on June 5, 2023, adopt an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District ("the Plan") for the Urban Renewal Area described therein; and

Whereas, the City of Dubuque, Iowa, is interested in stimulating reinvestment in the Greater Downtown Urban Renewal District; and

Whereas, the Plan provides, among other things, for the disposition of properties for private development purposes; and

Whereas, McCoy Group, Inc. submitted to the City a proposal in the form of an offer to purchase (the "Development Agreement") for the purchase of certain City-owned real property hereinafter described ("the Property"), which Development Agreement proposes Merge, LLC will undertake the purchase of a building located at the corner of Bell Street and 6th Street as described therein, which Property is the real estate consisting of approximately 0.7 acres shown on Exhibit A, and which Development Agreement requests that this Property be made available for sale as rapidly as possible; and

Whereas, Iowa Code Chapter 403 authorizes cities to dispose of property in furtherance of an urban renewal project and to take other actions as may be necessary to carry out the purposes of said Chapter, and the Plan similarly authorizes the City to dispose of property; and

Whereas, in compliance with Iowa Code Section 403.8, and to the extent required by law, Iowa Code Section 364.7, the City Council

has set forth its proposal to dispose of its interests in the Property and the City Clerk published a notice on May 19, 2023 as required by law soliciting competitive proposals for the Property; and

Whereas, as of 10:00 a.m. on June 16, 2023 the City Clerk received no competitive proposals for the Property; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to approve the Development Agreement proposed by McCoy Group, Inc., and the sale of the Property as provided in the Development Agreement.

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

Section 1. The Council finds that the transfer of the Property will promote the purposes of the urban renewal law, Iowa Code Ch. 403 in the City and, together with the other consideration provided for in the Agreement, that these benefits constitute fair value for the City's disposal of interests in the Property under Iowa Code Section 403.8.

Section 2. The Development Agreement between the City and McCoy Group, Inc. including the sale of the Property as provided therein, is hereby approved.

Section 3. The Mayor is authorized and directed to execute said Development Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this 20th day of June, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution Approving the Development Agreement between the City of Dubuque and Switch Homes, LLC providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Jones to receive and file the documents and adopt Resolution No. 199-23 Approving a Development Agreement between the City of Dubuque and Switch Homes, LLC, including the proposed reimbursement of Switch Homes, LLC for certain infrastructure improvements as described in the Development Agreement by the issuance of urban renewal tax increment revenue grants. Seconded by Sprank. City Clerk Breitfelder stated that written input was received by James Gantz, 12241 Forest Meadow Dr. Eric Lucy, 2736 Tiffany Ct., requested a four-way traffic light to access the property via the Northwest Arterial, also in reference to Action Item No. 2. Responding to a question from the City Council regarding the status of Mr. Gantz's development in the area, Planning Services Manager Wally Wernimont stated that the Zoning Advisory Commission tabled Mr. Gantz's Planned Unit Development (PUD) request regarding

access to the Northwest Arterial. A traffic study conducted by a traffic consultant recommended a right-in right-out access point. The revised concept plan reflecting that recommendation is pending from Mr. Gantz. Mr. Wernimont stated that Mr. Gantz's prospective development was taken into consideration when determining the improvements that will be required by Switch Homes, LLC. Responding to questions from the City Council, City Manager Van Milligen stated that the development agreement for this public hearing and the plat for Action Item No. 2 do not indicate a full intersection on the Northwest Arterial and that the developer, Matthew Mulligan, was aware of the city's incentive offerings. City Council Members discussed the difference between this public hearing and Action Item No. 2, stating that the public hearing is to approve the development agreement. Responding to a question from the City Council, City Attorney Brumwell stated that the language changes in the development agreement were city-initiated changes conducted with outside counsel. City Council Members discussed the importance of development and how this project initiated other housing development agreements. Motion carried 7-0.

**RESOLUTION NO. 199-23
APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBUQUE AND SWITCH HOMES, LLC, INCLUDING THE PROPOSED REIMBURSEMENT OF SWITCH HOMES, LLC FOR CERTAIN INFRASTRUCTURE IMPROVEMENTS AS DESCRIBED IN THE DEVELOPMENT AGREEMENT BY THE ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANTS**

Whereas, Switch Homes, LLC is the owner of the following described real property:

Mozena Farm South in the City of Dubuque, Iowa, according to the plat recorded as Instrument No. 2005-17498, records of Dubuque County, Iowa; and

Lot 2 of "Dondelinger Place" in the City of Dubuque, Iowa, according to the preliminary plat [provided] as Exhibit B.

(the Property) (the parties agree that the Property will be replotted, and the Development Agreement will be amended to add the recorded Plat); and

Whereas, the City Council, by Resolution No. 176-23, dated June 5, 2023, declared its intent to enter into a Development Agreement with Switch Homes, LLC pursuant to which Switch Homes, LLC will construct on the Property certain infrastructure improvements as described in the Agreement; and

Whereas, the parties intend to adopt, and the Development Agreement is subject to a

conditioned upon adopting an Urban Renewal Plan which will be on file with the County Auditor and the Dubuque City Clerk by no later than December 31, 2023; and

Whereas, the Development Agreement provides for reimbursement of Switch Homes, LLC by the issuance of Tax Increment Revenue Grants from the tax increment revenues collected in respect of the infrastructure improvements to be constructed in accordance with the Development Agreement, for the purpose of carrying out the objectives of an Urban Renewal Plan as described therein; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on June 20, 2023 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that the approval of the Development Agreement for the construction of certain infrastructure improvements on the Property, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Development Agreement by and between the City of Dubuque and Switch Homes, LLC, a copy of which is [provided] hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved, subject to and conditioned upon the adoption of the Urban Renewal Plan by no later than December 31, 2023.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms and conditions of the Development Agreement as herein approved.

Passed, approved, and adopted this 20th day of June, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Kerper Court and Kerper Boulevard Intersection Improvement Project: Motion by Sprank to receive and file the documents and adopt Resolution No. 200-23 Approval of plans, specifications, form of contract, and estimated cost for the Kerper Court and Kerper Boulevard Intersection Improvement Project. Seconded by Jones. Motion carried 7-0.

**RESOLUTION NO. 200-23
APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE KERPER COURT AND**

KERPER BOULEVARD INTERSECTION IMPROVEMENT PROJECT

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

That the [provided] plans, specifications, form of contract and estimate of total cost for the Kerper Court and Kerper Boulevard Intersection Improvement Project, in the estimated amount of \$1,327,497.00 are hereby approved.

Passed, approved, and adopted this 20th day of June 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

4. West 1st Street Sanitary Repair Project: Initiate Public Improvement Bidding Process: Motion by Resnick to receive and file the documents and adopt Resolution No. 201-23 Approval of plans, specifications, form of contract, and estimated cost for the W 1st Street Sanitary Repair Project. Seconded by Farber. Motion carried 7-0.

**RESOLUTION NO. 201-23
APPROVAL OF PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATED
COST FOR THE WEST 1ST STREET SANITARY
REPAIR PROJECT**

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

That the proposed plans, specifications, form of contract and estimated cost for W 1st Street Sanitary Repair Project, in the estimated amount \$221,497.00, are hereby approved.

Passed, approved, and adopted this 20th day of June 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

5. Grant of Easements to James B. Gansen and Mary L. Gansen, and Robert J. Flanagan and Tina M. Flanagan: Motion by Roussell to receive and file the documents and adopt Resolution No. 202-23 Disposing of city interest by Grant of Easements for access to James B. Gansen and Mary L. Gansen, and Robert J. Flanagan and Tina M. Flanagan, Across Part of Lot 1 of JQ Acres, Dubuque County, Iowa. Seconded by Resnick. Motion carried 7-0.

**RESOLUTION NO. 202-23
DISPOSING OF CITY INTEREST BY GRANT
OF EASEMENTS FOR ACCESS TO JAMES
B. GANSEN AND MARY L. GANSEN, AND
ROBERT J. FLANAGAN AND TINA M.
FLANAGAN, ACROSS PART OF LOT 1 OF
JQ ACRES, DUBUQUE COUNTY, IOWA**

Whereas, pursuant to Resolution No. 175-23 and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in

the City of Dubuque, Iowa on the 9th day of June, 2023, the City Council of the City of Dubuque, Iowa met on this 20th day of June, 2023, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, to consider the proposal for the granting of easements across City owned property described as:

Part of Lot 1 of JQ Acres, Dubuque County, Iowa

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the proposed granting of easement.

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

Section 1. That the Grant of Easements for Access to James B. Gansen and Mary L. Gansen, and to Robert J. Flanagan and Tina M. Flanagan, across Part of Lot 1 of JQ Acres, Dubuque County, Iowa, be and the same is hereby approved.

Section 2. That the Mayor be authorized and directed to execute the Grant of Easements for Access and the City Clerk be and is hereby authorized and directed to deliver said Grant of Easements to James B. Gansen and Mary L. Gansen, and to Robert J. Flanagan and Tina M. Flanagan.

Section 3. That the City Clerk be and is hereby authorized and directed to record a certified copy of this Grant of Easements for Access in the offices of the Dubuque County Recorder.

Passed, approved, and adopted this 20th day of June 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

PUBLIC INPUT

Marty Corfman, 1185 N. Booth St., member of the Dubuque Audubon Society; David Scheller; and Sarah Ellert-Beck, 4855 Camelot Dr. respectively provided input regarding the bird habitats that were recently destroyed from mowing at the Plaza Drive property owned by Talon Development. The speakers proposed additional regulation in consideration of wildlife habitats and that the city dedicate certain city-owned property as a permanent preserve for birds. Ken Kiss, 16844 Muntz Ct., President of Dubuque Audubon Society, also provided input regarding bird habitats and distributed photos of the various birds impacted by the mowing. Josh Krueger, 1305 E. Benson Rd., Sioux Falls, SD, provided input on behalf of Talon Development, stating that the company unintentionally did not receive the Dubuque Audubon Society's communications immediately and that they were willing to participate in conversations with the Dubuque Audubon Society

and other parties. Rick Dickinson, President and CEO of Greater Dubuque Development Corporation, stated that Talon Development should not be at fault for the mowing of bird habitats at Plaza Drive, as it was a local farmer contracted to mow the property without Talon Development's knowledge.

ACTION ITEMS

1. Municipal Services Center EV Charging Stations Project: Motion by Jones to receive and file the documents and adopt Resolution No. 203-23 Awarding public improvement construction contract for the Municipal Services Center EV Charging Stations Project. Seconded by Sprank. Responding to a question from the City Council, City Manager Van Milligen stated the city adopted a formula regarding the lifecycle costs of considering new vehicles. Motion carried 7-0.

RESOLUTION NO. 203-23 AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE MUNICIPAL SERVICES CENTER EV CHARGING STATIONS PROJECT

Whereas, sealed proposals have been submitted by contractors for the Municipal Services Center EV Charging Stations Project, (the Project) and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 2nd day of May 2023; and

Whereas, said proposals were opened and read on the 23rd day of May 2023 and it has been determined that Westphal & Company, Inc of Dubuque, Iowa submitted the low bid in the amount of \$137,400.00, and is the lowest responsive, responsible bidder for the Project.

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

Section 1. That a Public Improvement Construction Contract for the Project is hereby awarded to Westphal & Company, Inc. and the City Manager is hereby directed to execute a Public Improvement Construction Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 20th day of June 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breifelder, City Clerk

2. Final Plat of Switch Homes of Dubuque: Motion by Wethal to receive and file the documents and adopt Resolution No. 204-23 Authorizing approval of the Final Plat of Switch Homes of Dubuque, in the City of Dubuque, Iowa. Seconded by Jones. Responding to questions from the City Council, Planning Services Manager Wernimont summarized the plat development and approval process. City

Council Members stated that they considered resident input as part of this process. Motion carried 7-0.

RESOLUTION NO. 204 - 23 AUTHORIZING APPROVAL OF THE FINAL PLAT OF SWITCH HOMES OF DUBUQUE, IN THE CITY OF DUBUQUE, IOWA

Whereas, there has been filed with the City Clerk a Final Plat of Switch Homes of Dubuque, in the City of Dubuque, Iowa; and

Whereas, upon said final plat appear public streets to be known Tiffany Court, Uphill Both Ways Road, Linger Longer Lane, and Holy Moly Place (all in Lot A), which the owner by said final plat has dedicated to the public forever; and

Whereas, upon said final plat appear Lot B and Lot C, which the owner by said final plat has dedicated to the public forever as road right of way of West 32nd Street; and

Whereas, upon said final plat appear certain public utility, emergency services access easement, and storm drainage easements, which the owner by said final plat has dedicated to the public forever; and

Whereas, upon said final plat appears Outlot G (for Public Park), and certain water main, sanitary sewer, storm sewer, and temporary cul-de-sac easements, which the owner by said final plat has dedicated to the City of Dubuque forever; and

Whereas, said final plat has been reviewed by the City Planner and his approval has been endorsed thereon, subject to the owner's agreeing to the conditions specified herein; and

Whereas, said final plat has been examined by the City Council and the City Council find the final plat conforms to the applicable statutes and ordinances, except that streets and public utilities have not yet been completely constructed or installed.

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

Section 1. That the dedication of Tiffany Court, Uphill Both Ways Road, Linger Longer Lane, and Holy Moly Place (all in Lot A), Lot B and Lot C (West 32nd Street Right of Way), Outlot G (for Public Park), together with certain water main, sanitary sewer, storm sewer, and temporary cul-de-sac easements, as they appear on said final plat, to the City of Dubuque be and the same are hereby accepted; and

Section 2. That the Final Plat of Switch Homes of Dubuque is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa, upon said final plat, provided the owners of said property herein named, execute their written acceptance of the [provided] conditions, and further agree:

a. To reduce Tiffany Court (unimproved

portion), Uphill Both Ways Road, Linger Longer Lane, and Holy Moly Place (all in Lot A), to grade and to construct longitudinal sub-drain, concrete curb and gutter with asphaltic concrete pavement or with Portland Cement concrete pavement with integral curb, and temporary cul-de-sacs, all in accordance with the City of Dubuque standard specifications in a manner acceptable to the City Engineer, in conformance with construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer. The temporary cul-de-sacs to receive bituminous without curb and gutter, all in accordance with the City's standard specifications in a manner acceptable to the City Engineer, in conformance with construction improvement plans approved by the City Engineer and inspected and approved by the City Engineer.

b. To grade Public Park (Outlot G) in accordance with the City of Dubuque standard specifications in a manner acceptable to the City Engineer and Leisure Services Manager, in conformance with construction improvement plans approved by the City Engineer and inspected and approved by the City Engineer.

c. To install public sanitary sewer mains and private sewer service laterals into each individual lot, public water mains and private water service laterals into each individual lot, private storm water detention basins, private storm sewers, public storm sewers and catch basins, public boulevard street lighting, public fiber optic conduit and vaults, and erosion control devices all in accordance with the City of Dubuque standard specifications in a manner acceptable to the City Engineer, and in accordance with construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer, and to coordinate with a private utility company for the installation of private fiber to each residential lot in the subdivision.

d. To construct accessible sidewalk ramps at each intersection and street crossings in accordance with City of Dubuque Standards and Specifications, all in a manner acceptable to the City Engineer, and in accordance with the construction improvement plans approved by the City Engineer and inspected and approved by the City Engineer.

e. To construct accessible concrete sidewalk across all lots on the Final Plat designated to be dedicated to the City of Dubuque (Outlot G and Outlot E) in accordance with the City's standards and

specifications, all in a manner acceptable to the City Engineer, and in accordance with the construction improvement plans approved by the City Engineer.

f. To construct a right in right out access at the intersection of Uphill Both Ways Road and the Northwest Arterial and associated deceleration lane along the Northwest Arterial in accordance with City of Dubuque Standards and Specifications, all in a manner acceptable to the City Engineer, and in accordance with the construction improvement plans approved by the City Engineer and inspected and approved by the City Engineer.

g. To regrade the existing southern embankment and reconstruct the existing bike/hike trail along the Northwest Arterial roadway in accordance with City of Dubuque Standards and Specifications, all in a manner acceptable to the City Engineer, and in accordance with the construction improvement plans approved by the City Engineer and inspected and approved by the City Engineer.

h. To construct the improvements outlined above within three years from the date of acceptance of this resolution, at the sole expense of the owners, or future owner.

i. To maintain the improvements outlined above for a period of two (2) years from the date of the acceptance of those improvements by the City Council of the City of Dubuque, Iowa, at the sole final expense of the owners, or future owner.

j. That access to the Northwest Arterial is prohibited from all lots within Switch Homes of Dubuque except for the right-in/right-out only intersection at the Northwest Arterial and Uphill Both Ways Road.

k. To provide security for the performance of the foregoing conditions specified in this resolution in the amount of 110% of the estimated Qualified Costs of the public improvements outlined above, in such form and with such sureties as may be acceptable to the City Manager of the City of Dubuque, Iowa, and to provide construction inspection fees in the amount of 3% of the estimated Qualified Costs of the public improvements.

Section 3. That sidewalk installation shall be the responsibility of each lot owner for each lot abutting the public rights-of-way, including lots with multiple frontages, as required by City Code Chapter 10-1-2 (Sidewalk Installation and Repair).

Section 4. That the owner must construct and maintain erosion control devices in Switch Homes of Dubuque which control erosion and prevent sediment from leaving the site. The

owner shall be responsible for maintenance of the all-storm water detention facilities and appurtenances located on Out lots B, D, and K of Switch Homes of Dubuque in perpetuity.

Section 5. That the owner must maintain the temporary cul-de-sacs on Tiffany Court and Uphill Both Ways Road, except for snow removal and deicing, until such time as the development of the adjacent property begins or owner designs and constructs permanent cul-de-sac improvements to current City Standards and dedicates said improvements and an appropriate right of way to the City.

Section 6. That the owner must construct and maintain an emergency services access roadway across Out lot D, in conformance with construction improvement plans approved by the City Engineer and inspected and approved by the City Engineer.

Section 7. That the owner must acquire a temporary public cul-de-sac easement for the benefit of the City of Dubuque, in a form acceptable to the City of Dubuque, from the adjacent property owner at the east end of Uphill Both Ways Road in accordance with the construction improvement plans approved by the City Engineer.

Section 8. That the planting of street trees shall be coordinated with the City's Urban Forester. Any tree(s) planted within the street right-of-way must be approved by the Urban Forester. The location and species of tree(s) will be approved by the Urban Forester and planted and cared for through establishment by the developer at the developer's expense.

Section 9. That the final acceptance of the public improvements shall only occur upon certification of the City Engineer to the City Council that the public improvements have been completed in accordance with the approved improvement plans and City standards and specifications and accepted by City Council Resolution.

Section 10. That within 60 days of execution of acceptance of this Resolution Switch Homes, LLC will convey to the City of Dubuque all rights of access to the Northwest Arterial at Highway Station 73+00, method of conveyance to be as mutually agreed upon by Switch Homes, LLC and City. That within 60 days of execution of acceptance of this Resolution, the City of Dubuque will convey and grant new rights of access to the Northwest Arterial at the intersection of the Northwest Arterial and Uphill Both Ways Road, method of conveyance to be as mutually agreed upon by Switch Homes, LLC, and City.

Section 11. That in the event Switch Homes, LLC fails to execute the acceptance and furnish the guarantees provided hereof within 180 days after the date of this Resolution, the provisions hereof shall be null and void and the acceptance of the dedication and

approval the plat shall not be effective.

Passed, approved, and adopted this 20th day of June 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Ordinance Amendment Requiring Registration of all Taxicab Drivers with the City Clerk: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Roussell. City Council Members deliberated whether the taxi businesses should have been consulted on the proposed amendment prior to its adoption. Motion carried 6-1 with Resnick voting nay.

Motion by Jones for final consideration and passage of Ordinance No. 31-23 Amending City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 7 Vehicles for Hire and Public Transportation, Article B Motorized Vehicles for Hire, Section 4-7B-8 Taxicab Business License and Taxicab Driver's Permit. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 31-23
AMENDING CITY OF DUBUQUE CODE OF
ORDINANCES TITLE 4 BUSINESS AND LI-
CENSE REGULATIONS, CHAPTER 7 VEHI-
CLES FOR HIRE AND PUBLIC TRANSPOR-
TATION, ARTICLE B MOTORIZED VEHI-
CLES FOR HIRE, SECTION 4-7B-8 TAXICAB
BUSINESS LICENSE AND TAXICAB
DRIVER'S PERMIT**

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

Section 1. Section 4-7B-8 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

4-7B-8: TAXICAB BUSINESS LICENSE AND TAXICAB DRIVER'S PERMIT:

A. Taxicab Business License Requirements; Insurance; Fees:

1. Taxicab Business License Required: No person may operate a taxicab alone or as part of a taxicab business without first having obtained a taxicab business license from the city clerk.

2. Application For Taxicab Business License:

a. An application for a taxicab business license must be filed with the city clerk's office on a form provided by the city clerk.

b. The chief of police will investigate each applicant for a taxicab business license and a report of such investigation will be attached to the application for consideration by the

- city clerk.
3. Consideration Of Application: The city clerk will, in consultation with the chief of police and upon consideration of the application and the required reports attached thereto, approve, or reject the application.
 4. Insurance Prerequisite To Issuance; Continuance In Effect: The taxicab business owner must at all times while the license is in effect provide insurance as required by the city manager.
 5. Fees: No taxicab business license will be issued or renewed unless the holder thereof has paid an annual taxicab business license fee established by the city manager and an annual vehicle fee established by the city manager for each vehicle in such taxicab business. Such fees are for one year commencing April 1.
 6. Denial, Suspension, Or Revocation Of License:
 - a. The city clerk may deny, suspend, or revoke issuance of a taxicab business license for good cause, including, but not limited to, any of the following:
 - (1) Violation of any of the provisions of this article;
 - (2) Discontinuation of operations for more than sixty (60) days;
 - (3) Violation of any ordinances of the city or laws of the United States or the state of Iowa or any other state that demonstrates the lack of fitness of the taxicab vehicle permit holder to offer public transportation; or
 - (4) Misrepresentation on the application for a taxicab business license.
 - b. Prior to the denial, suspension, or revocation, the taxicab business license holder must be given not less than ten (10) days' written notice by the city clerk.
 - c. In the event of a denial, suspension, or revocation of a taxicab business license, no other taxicab business license may be issued to such person for a period of two (2) years thereafter.
 7. Appeal: Within ten (10) days after written notice of the revocation, suspension, or denial of issuance of a taxicab business license, an applicant or license holder may file with the city clerk a written notice of appeal to the city manager from such revocation, suspension, or denial. The city manager must provide the taxicab business with notice and an opportunity to be heard on the

issue of whether the taxicab business license was properly revoked, suspended, or denied.

8. Taxicabs Registered With City Clerk: The applicant or license holder must register all vehicles operating as taxicabs for the taxicab business with the city clerk. Any new vehicles that begin operating as taxicabs after the taxicab business license is obtained must be registered with the city clerk prior to the vehicles operating as taxicabs.
9. Taxicab Drivers Registered With City Clerk: The applicant or license holder must register all taxicab drivers with the city clerk. Any additional drivers hired after the taxicab business license is obtained must be registered with the city clerk prior to the driver operating a taxicab for hire.
10. Display Of Taxicab Business License: The taxicab business license must be displayed at the taxicab business location. A copy of the taxicab business license also must be displayed in each vehicle operating as a taxicab for the business and may not be removed until the expiration of the license.
11. Personal Nature; Transferability: The taxicab business license is personal to the business and may not be sold, assigned, mortgaged, or otherwise transferred. The taxicab business license applies to all registered vehicles operating as taxicabs for the license holder.
12. Property Of City Clerk Upon Loss Or Closure: If any taxicab business license issued under this article is lost or mislaid or the taxicab business closes or ceases operations, the license holder must report such fact to the city clerk immediately. Where a taxicab business license is lost or mislaid, a duplicate license will be issued upon payment of the fee as established by the city manager.

....

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 20th day of June, 2023.

Brad Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

4. RAISE Infrastructure Planning Grant: Consultant Professional Services - Request for Proposals - Engineering Design and NEPA / Environmental Project Development: Motion by Sprank to receive and file the documents and approve initiating the Request for Proposals (RFP) process for Professional Consultant Services to complete the Engineering Design and NEPA / Environmental Study Phase

to advance development for the Rebuilding America's Infrastructure with Sustainability and Equity (RAISE) Infrastructure Planning Grant for the project entitled "Building Bridges to Employment and Equity (B2E2)". Seconded by Jones. City Manager Van Milligen stated that United States Secretary of Transportation Pete Buttigieg recently toured this project. Motion carried 7-0.

5. Old Highway Road Water Main Connection Loop 2023 Award Resolution: Motion by Jones to receive and file the documents and adopt Resolution No. 205-23 Awarding Public Improvement Contract for the Old Highway Road Water Main Connection Loop Project 2023. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 205-23
AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE OLD HIGHWAY ROAD WATER MAIN CONNECTION LOOP PROJECT 2023**

Whereas, sealed proposals have been submitted by contractors for the Old Highway Rd Water Main Connection Loop 2023, (the Project) pursuant to Resolution No. 155-23 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 17th day of May 2023; and

Whereas, said sealed proposals were opened and read on the 13th day of June 2023 and it has been determined that Top Grade Excavating of Farley, Iowa, in the base bid amount of \$697,604.00, is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Old Highway Rd Water Main Connection Loop 2023, is hereby awarded to Top Grade Excavating and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 20th day of June, 2023.

Brad Cavanagh, Mayor
Attest: Adrienne Breittfelder, City Clerk

6. Reimagine Comiskey Park Project Ribbon-Cutting & Celebration: Motion by Sprank to receive and file the documents. Seconded by Jones. Responding to a question from the City Council, Leisure Services Manager Marie Ware stated that the current mound of dirt on the property will be used for a multipurpose field that will be constructed in phase 2 of the project. City Council Members complimented the project. Motion carried 7-0.

7. Our Valued and Important Partnership with the Boys & Girls Club of Greater Dubuque: Motion by Jones to receive and file the documents. Seconded by Resnick. City Council Members stated the importance of food distribution programs in the community. Motion carried 7-0.

8. Intent to Apply for USDA Forest Service Urban & Community Forest Program Grant: Motion by Roussell to receive and file the documents and approve the application for the USDA Forest Service Urban and Community Forest Program Grant. Seconded by Sprank. Based on her affiliation with Dubuque Trees Forever, Council Member Roussell obtained prior confirmation from City Attorney Brumwell that she could vote on this item. Motion carried 7-0.

9. Contracted Services Agreements for Fiscal Year 2024: Motion by Jones to receive and file the documents and approve the contracted services agreements with the Dubuque Area Labor-Management Council, Dubuque Dream Center, Dubuque Main Street, Fountain of Youth Program, Four Mounds Foundation to manage the Dubuque Winter Farmers Market, Greater Dubuque Development Corporation, and Travel Dubuque and authorize the mayor to execute the contracts on behalf of the City. Seconded by Farber. Council Member Wethal announced her intent to abstain from the vote due to her father serving as President and CEO of Greater Dubuque Development Corporation (GDDC). City Council Members asked City Attorney Brumwell if they could vote on the GDDC contract separately from the others, which City Attorney Brumwell verified was acceptable. Motion amended by Jones to receive and file the documents and approve the contracted services agreement with GDDC and authorize the mayor to execute the contract on behalf of the City. Seconded by Farber. Motion carried 6-0 with abstention from Wethal.

Motion by Jones to receive and file the documents and approve the contracted services agreements with the Dubuque Area Labor-Management Council, Dubuque Dream Center, Dubuque Main Street, Fountain of Youth Program, Four Mounds Foundation to manage the Dubuque Winter Farmers Market, and Travel Dubuque and authorize the mayor to execute the contracts on behalf of the City. Seconded by Farber. Motion carried 7-0.

10. Work Session Request: Dubuque Racing Association/Schmitt Island Development Update: Motion by Jones to receive and file the documents and schedule the work session for Wednesday, June 28, 2023, at 6:00 p.m. Seconded by Sprank. Motion carried 7-0.

11. Work Session Request: Historic Millwork District Master Plan Update: Motion by Roussell to receive and file the documents and schedule the work session for Monday, July 31, 2023, at 5:30 p.m. Seconded by Wethal. Motion carried 7-0.

12. Work Session Request: Project HOPE and Inclusive Dubuque Quarterly Updates: Motion by Jones to receive and file the documents and schedule the work session for Monday, July 31, 2023, at 6:30 p.m. Seconded by Roussell. Motion carried 7-0.

13. ICMA Economic Mobility and Opportunity Cohort Community Spotlight Video: Motion by Roussell to receive and file the documents and view the video. Seconded by Farber. Media Services showed an ICMA Economic Mobility and Opportunity Cohort Community Spotlight video featuring Dubuque. The video can be viewed at the following link: <https://www.youtube.com/watch?v=S4N4OBIs55U>. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Sprank thanked the Public Information Office for their video on the Multicultural Family Center's (MFC) Pride Family Picnic and Block Party and encouraged people to view the video on the MFC's website.

Council Member Farber reported on attending the French Heritage Corridor conference and its opportunity to explore future sister city involvement.

Council Member Wethal reported on touring the Liberty Recovery Center.

Mayor Cavanagh reported on attending discussions at the White House with other Iowa communities regarding various grants. Mayor Cavanagh also reported on attending the Juneteenth event in Jackson Park.

CLOSED SESSION

Motion by Jones to convene in closed session at 9:09 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 10:23 p.m. stating that staff had been given proper direction.

ADJOURNMENT

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

/s/Adrienne N. Breitfelder, CMC, City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDING SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:00 p.m. on June 26, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on city support of economic development.

WORK SESSION

City Support of Economic Development

City of Dubuque and Greater Dubuque Development Corporation (GDDC) staff made a presentation on economic development incentives, housing incentives, city development assistance policies, and development practices. City Manager Van Milligen made introductory comments, and then presentations were made by the following individuals: Jill Connors, Economic Development Director; Rick Dickinson, President and CEO of GDDC; Crenna Brumwell, City Attorney; Wally Wernimont, Planning Services Manager; Shena Moon, Associate Planner; Nate Kieffer, Civil Engineer and Land Surveyor; Justine Hull, Traffic Engineer; Nate Steffen, Civil Engineer; Duane Ritcher, Traffic Engineer; Max O'Brien, Civil Engineer II; Brant Schueller, Water Distribution Supervisor; Kevin Esser, Fire Marshall; Michael Belmont, Assistant Housing Director and Building Code Official; Gus Psihoyos, City Engineer; Alexis Steger, Housing and Community Development Director; Chris Kohlmann, Information Services Manager; Gina Bell, Sustainable Communities Coordinator; Anderson Sainci, Director of the Office of Shared Prosperity and Neighborhood Support; and Bryan Moose, Data Analyst. The presenters responded to questions from the City Council following the presentations. City Manager Van Milligen outlined the process for the developer's roundtable that will be facilitated by GDDC and will have certain meetings open to the public. City Manager Van Milligen stated that a developer's roundtable report would be provided to the City Council every six months via a work session. City Council Members discuss

various proposals that could be beneficial to the city, such as a detailed a guide to the development process. City Council Members also expressed a willingness to continue the conversation and encouraged residents to contact the City Council with input.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:15 p.m.

/s/Adrienne N. Breitsfelder, CMC, City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:00 p.m. on June 28, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session to receive an update on Schmitt Island Development.

WORK SESSION

Schmitt Island Development

Alex Dixon, Dubuque Racing Association (DRA) President and CEO; Stacy Kansky, DRA Chief Commercial Officer; Kathy Buhr, DRA Director of Strategic Philanthropy and Schmitt Island Development; Ryan Peterson of RDG Planning & Design; Mike Jansen of Strand Associates; and Chris Brewer of AECOM made a presentation on the Schmitt Island Development Update. The presenters responded to questions from the City Council following the presentation. Regarding next steps, Mr. Dixon stated that specific loan agreements concerning debt issuance will need City Council approval and will be presented at a future City Council meeting. Mr. Dixon also stated that understanding the City Council's priorities on the island's development will help the DRA prioritize projects. Mr. Dixon further stated that the DRA needs the City Council's assistance in relaying resident input on preferred projects for the island. City Manager Van Milligen highlighted the City Council's recent history with Schmitt Island, stating that the City Council adopted the Chaplain Schmitt Island Master Plan in 2014. City Manager Van Milligen detailed how the various proposed projects on the island fulfill the city's goal of being an equitable community of choice. City Manager Van Milligen advised that the City Council should prioritize Schmitt Island Development at their annual goal setting session in August and determine the next steps over the following year. City Council Members discussed the need for the island to attract families and for residents to consider what projects they would like on the island and relay that input to City Council. City Council Members also encouraged developer

to contact Mr. Dixon, City Manager Van Milligen, or Rick Dickinson, President and CEO of Greater Dubuque Development Corporation regarding potential development projects on the island.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:04 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on July 5, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Absent: Council Member Resnick.

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

PLEDGE OF ALLEGIANCE

CONSENT ITEMS

Motion by Jones to receive and file the documents, adopt the resolutions, and dispose of as indicated. Seconded by Farber. Motion carried 6-0.

1. Minutes and Reports Submitted: City Council Proceedings of 6/20/23; Civil Service Commission of 6/14/23; Historic Preservation Commission of 6/15/23; Housing Appeals and Mediation Board of 2/21/23; Long Range Planning Advisory Commission of 6/21/23. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Robert Davis for property damage; Juan Lampe for property damage; Matthew Lynch for property damage; Brian Sanger for property damage; LaVonne Steffensmeier for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Robert Davis for property damage; David Hawkins for vehicle damage; Matthew Lynch for property damage; LaVonne Steffensmeier for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 206-23 Authorizing the

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

**RESOLUTION NO. 206-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

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

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

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

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

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

Passed, approved, and adopted this 5th day of July, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Iowa Initiative for Sustainable Communities (IISC) Resolution & Memorandum of Understanding (MOU): City Manager recommended City Council adoption of a resolution

authorizing a formal partnership with the University of Iowa's Iowa Initiative for Sustainable Communities program in the 2023-2024 academic year. Upon motion the documents were received and filed, and Resolution No. 207-23 Authorizing a partnership with the Iowa Initiative for Sustainable Communities, a program of the University of Iowa was adopted.

**RESOLUTION NO. 207-23
AUTHORIZING A PARTNERSHIP WITH THE IOWA INITIATIVE FOR SUSTAINABLE COMMUNITIES, A PROGRAM OF THE UNIVERSITY OF IOWA**

Whereas, the City of Dubuque continually aspires to improve quality of life for all residents; and

Whereas, mutually beneficial partnerships with public institutions advance the City of Dubuque's community goals; and

Whereas, the Iowa Initiative for Sustainable Communities is a University of Iowa year-long engagement program built around community-based projects; and

Whereas, the City of Dubuque submitted a Letter of Interest in becoming a community partner and was selected by the Iowa Initiative for Sustainable Communities for the 2023-24 academic year; and

Whereas, the City of Dubuque can expect up to 15 project collaborations with University of Iowa students, faculty, and staff from a variety of disciplines, as outlined in the IISC partnership model, for which the City's total financial contribution would be not more than \$50,000; and

Whereas, other local community-based organizations can participate in the partnership and provide financial support.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Dubuque authorizes a formal partnership with the University of Iowa's Iowa Initiative for Sustainable Communities program in the 2023-2024 academic year.

Passed, approved, and adopted this 5th day of July, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. West 1st Street Sanitary Repair Project Reject Recommendation: Upon motion the documents were received and filed, and Resolution No. 208-23 Rejecting all competitive bid proposals for the W 1st Street Sanitary Repair Project was adopted.

**RESOLUTION NO. 208-23
REJECTING ALL COMPETITIVE BID PROPOSALS FOR THE W 1ST STREET SANITARY REPAIR PROJECT**

Whereas, two (2) competitive sealed bid proposal was submitted by two (2) contractors

for the W 1st Street Sanitary Repair Project (the Project) pursuant to Resolution No. 211-15 and Notice to Bidders published the City of Dubuque Website www.cityofdubuque.org/bids, Master Builders of Iowa Plan Room mbi-planroom-dsm@mbionline.com and posted to the Master Builders Construction Update Network on the 6th day of June, 2023; and

Whereas, the two (2) competitive sealed bid proposal were opened and read on the 22nd day of June 2023; and

Whereas, the City Council has deemed it advisable to reject the two (2) competitive sealed bid proposals for the Project.

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

Section 1. The two (2) competitive sealed bid proposals for the W 1st Street Sanitary Repair Project are hereby rejected.

Section 2. The City Clerk is authorized and instructed to return the bid deposit of the unsuccessful bidders for the W 1st Street Sanitary Repair Project.

Passed, adopted, and approved this 5th day of July 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

7. Royalwood Subdivision Water Main Loop - North Cascade Road Crossing Project: Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 209-23 Accepting the Royalwood Subdivision Water Main Loop - North Cascade Road Crossing Project and authorizing the payment to the contractor was adopted.

RESOLUTION NO. 209-23

ACCEPTING THE ROYALWOOD SUBDIVISION WATER MAIN LOOP - NORTH CASCADE ROAD CROSSING PROJECT AND AUTHORIZING THE PAYMENT TO THE CONTRACTOR

Whereas, the public improvement contract for the Royalwood Subdivision Water Main Loop - North Cascade Road Crossing Project (the Project) has been completed by the Contractor, Midwest Concrete, Inc., (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$25,010.12; and

Whereas, the Contractor has previously been paid \$23,023.37, leaving a balance of \$1,986.75; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

DUBUQUE, IOWA:

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$1,986.75 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 5th day of July 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

8. First Amendment to an Agreement with Kwik Trip, Inc. - Kwik Trip, Inc. Convenience Store/Gas Station at Intersection of Kerper Boulevard and Kerper Court: Upon motion the documents were received and filed, and Resolution No. 210-23 Approving the First Amendment to an Agreement between the City of Dubuque, Iowa and Kwik Trip, Inc. for construction of certain off-site public roadway improvements at the intersection of Kerper Boulevard and Kerper Court related to the proposed site improvements at said intersection was adopted.

RESOLUTION NO. 210-23

APPROVING THE FIRST AMENDMENT TO AN AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND KWIK TRIP, INC. FOR CONSTRUCTION OF CERTAIN OFF-SITE PUBLIC ROADWAY IMPROVEMENTS AT THE INTERSECTION OF KERPER BOULEVARD AND KERPER COURT RELATED TO THE PROPOSED SITE IMPROVEMENTS AT SAID INTERSECTION

Whereas, Kwik Trip, Inc. (KTI) has proposed a development project (the Project) at the intersection of Kerper Boulevard and Kerper Court; and

Whereas, the City of Dubuque has determined that the Project will require certain improvements to the public right of way of Kerper Boulevard and Kerper Court and KTI agrees that such improvements are reasonable and necessary; and

Whereas, pursuant to Resolution No. 387-22 the City of Dubuque approved an Agreement with Kwik Trip, Inc. (KTI) for the construction of off-site public roadway improvements at the intersection of Kerper Boulevard and Kerper Court related to the proposed private site improvements by KTI at the southwest quadrant of said intersection; and

Whereas, the City of Dubuque and KTI desire to amend the original agreement to include changes in the intersection improvements configuration and associated right of way dedication area; and

Whereas, the City Council finds that it is in

the best interest of the City of Dubuque to approve the First Amendment to the Agreement [provided] hereto.

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

Section 1. The First Amendment to the Agreement [provided] hereto is hereby approved.

Section 2. The City Manager is authorized and directed to execute the First Amendment to the Agreement on behalf of the City of Dubuque and to take such action as may be necessary to carry out the terms of the Agreement.

Passed, approved, and adopted this 5th day of July 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. Adoption of the 2023 Edition of the City Supplemental Specifications for the 2023 edition of Iowa Statewide Urban Design and Specifications (SUDAS) Program: Upon motion the documents were received and filed, and Resolution No. 211-23 Approving adoption of the 2023 Edition of City Supplemental Specifications to the Iowa Statewide Urban Design and Specifications (SUDAS) Program's Specification Manual for Public Works Improvements was adopted.

**RESOLUTION NO. 211-23
APPROVING ADOPTION OF THE 2023 EDITION OF CITY SUPPLEMENTAL SPECIFICATIONS TO THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM'S SPECIFICATION MANUAL FOR PUBLIC WORKS IMPROVEMENTS**

Whereas, City Council Resolution 48-14 Adopted the Statewide Urban Design And Specifications Program (SUDAS) in 2014; and

Whereas, the City of Dubuque Engineering Department developed supplemental specifications in 2014 to modify and supplement the SUDAS program, specifically the Construction Specifications Manual for public improvements; and

Whereas, the City of Dubuque supplemental specifications are intended to be amended and updated, as necessary to coincide with the current edition of the SUDAS program's specification manual for public improvements; and

Whereas, the City of Dubuque Engineering Department has reviewed the 2023 edition of the SUDAS program's specification manual and prepared updated Supplemental Specifications to coincide with the 2023 SUDAS program's specification manual for public improvements; and

Whereas, the City Council finds that it is in the City's best interest to adopt and implement

the City's 2023 Supplemental Specification to coincide with the 2023 edition of the SUDAS program's specification manual for public works improvements.

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

Section 1. That the City's 2023 Supplemental Specification is adopted as an accepted form of contract for all public works improvements in the City of Dubuque.

Section 2. That the City Manager is authorized to take such actions as are necessary to implement the City's 2023 Supplemental Specification to coincide with the 2023 edition of the SUDAS program.

Passed, approved, and adopted this 5th day of July 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

10. CCI5, LLC (Joel Callahan) Property Right of Way Plat and Dedication – Future Improvements at the Intersection of Bies Drive, Sylvan Drive and Century Drive: Upon motion the documents were received and filed, and Resolution No. 212-23 Approving the Acquisition Plat of Lot 1A of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 212-23
APPROVING THE ACQUISITION PLAT OF LOT 1A OF ROGER F. AND KATHLEEN A. KLAUER FAMILY PLACE, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, an Acquisition Plat dated January 3, 2023 prepared by The City of Dubuque Engineering Department describing Lot 1A of Roger F. and Kathleen A. Klauer Place, in the City of Dubuque, Iowa; and

Whereas, said plat conforms to the laws and statutes pertaining thereto; and

Whereas, upon said plat appears Lot 1A, which CCI5, LLC, by said plat have dedicated to the public forever.

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

Section 1. That the plat dated January 3, 2023 prepared by The City of Dubuque Engineering Department, relative to the real estate hereinabove described be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plat and on behalf of the City of Dubuque, Iowa.

Section 2. That the dedication of Lot 1A of Roger F. and Kathleen A. Klauer Place, in the City of Dubuque, Iowa, for Right of Way for street and utility purposes, as it appears on

said Acquisition Plat, be and the same are hereby accepted.

Section 3. That the City Clerk be and is hereby authorized and directed to file said plat and certified copy of this resolution in the office of the Recorder, in and for Dubuque County, Iowa.

Passed, approved, and adopted this 5th day of July 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

11. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Ostrom Painting & Sandblasting, Inc. for the 2023 Pavement Marking Project; Temperly Excavating, Inc. for the Foothill Ct. Drain Tile Project - 2023; Valentine Construction Co., LLC for the 2023 Asphalt Overlay Ramp Project Four. Upon motion the documents were received, filed, and approved.

12. Grass and Weed Cutting and Garbage Collection Assessments: Upon motion the documents were received and filed, and Resolution No. 213-23 Authorizing the city to collect delinquent grass and weed cutting and garbage collection charges in accordance with Title 6-4-3A and Title 6-8-2 of the Code of Ordinances of the City of Dubuque, Iowa was adopted.

RESOLUTION NO. 213-23

AUTHORIZING THE CITY TO COLLECT DELINQUENT GRASS AND WEED CUTTING AND GARBAGE COLLECTION CHARGES IN ACCORDANCE WITH TITLE 6-4-3A AND TITLE 6-8-2 OF THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA

Whereas, residential properties in the City of Dubuque are considered substandard if any conditions exist to an extent that endanger life, limb, health, property, safety, or welfare of the public or the occupants thereof; and

Whereas, whenever in the judgment of the Housing Officer, a nuisance that is "palpably and indisputably such" exists which requires immediate action to protect the public health, safety or welfare of the public, the Housing Officer may order the emergency abatement of such; and

Whereas, delinquent grass and weed cutting and garbage collection charges shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as general property taxes.

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

Section I. That the persons listed on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of

grass and weed cutting and garbage collection charges.

Section 2. That the City Clerk be and is hereby ordered and directed to certify to the County Treasurer of Dubuque County, Iowa, that the persons named on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges in the amount set aside of the respective names, and that said amounts shall be collected in the same manner as general property taxes against the respective parcels of property set opposite the names of the owners.

Passed, approved, and adopted this 5th day of July, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

Location; Legal Description; Owner; Parcel #; Amount; Category

556 Clarke; Lots 1-3, 2-3 & 4 all in Buettell's Sub; Nottingham Properties LLC, 2115 John F Kennedy Rd Dubuque IA 52002; 1024155052; \$112.68; Garbage

1783 Heeb; Lot 2-7 of City Lot 675; Roylline Rentals LLC, 1638 Iowa St Apt 1 Dubuque IA 52001; 1024260007; \$325.16; Garbage

705 Rhomberg; SW 1/2 Lot 37 Cooks Add; Nottingham Properties LLC, 2115 John F Kennedy Rd Dubuque IA 52002; 1013484017; \$83.84; Garbage

520 W Locust; Lot 4 Quigleys Sub of 710; Mid America Property Management LLC, PO Box 1572 Dubuque IA 52004; 1024178002; \$83.84; Garbage

623 Arlington; Lot 1-801 & 2-801 A McDaniels Sub; Vault Ventures LLC, 5639 Irina Ct Asbury IA 52002; 1024377028; \$83.84; Garbage

1590 Locust; S 1/2 of N 1/5 of City Lot 474 & N 3' of NM 1/5 of City Lot 474; Mid-America Property Management LLC PO Box 1572 Dubuque IA 52004-1572; 1024336002; \$83.84; Garbage

618 E 22nd; SW 40' Lot 2-2 Min Lot 467; Mid-America Property Management LLC, PO Box 1572 Dubuque IA 52004-1572; 1013464002; \$179.02; Garbage

743 University; Lot 7 of City Lot 738; Mid-America Property Management LLC, PO Box 1572 Dubuque IA 52004-1572; 1025104017; \$179.02; Garbage

425 Hill; Lot 29 Deming & Horrs Sub; Agar, Griffith D & Kimberly S, 425 Hill St Dubuque IA 52001; 1025176018; \$179.02; Garbage

396 Klingenberg; Lots 1, 2-2, 2-3, 2-3A, In C A Voelker Add; Healz 187 Rentals LLC, 2435 Coates St Dubuque IA 52003; 1024133012; \$112.68; Garbage

1497 Jackson; N 35' of N 1/5 of City Lot 494; Mid-America Property Management LLC, PO Box 1572 Dubuque IA 52004-1572; 1024409006; \$132.68; Garbage

423 Loras; Lot 2-3 of City Lot 667; Mid-America Property Management LLC, PO Box 1572 Dubuque IA 52004-1572; 1024338013; \$260.36; Garbage

2122 Foye; Lot 2-9 Buettels Sub; Fortin Real Estate LLC, 16728 Budd Rd Dubuque IA 52002; 1024155008; \$68.84; Garbage

568 W Locust; Lot 11 Quigleys Sub of 710; Mid-America Property Management LLC, PO Box 1572 Dubuque IA 52004-1572; 1024159009; \$214.02; Garbage

2506 Broadway; Lot 1-1-16- John King's Dubuque; Mid-America Property Management LLC PO Box 1572 Dubuque IA 52004-1572; 1013377014; \$239.18; Garbage

37 W 15th; W 28'-S 88.4'-E 1/2-S 2/5 of City Lot 454; Skeleton Closet LLC, 1175 Bluff St Ste 2 Dubuque IA 52001; 1024403008; \$720.32; Garbage

1428 Iowa; S 26.38' of SM 1/5 & N 8.2' of N 26'2" of S 1/5 City Lots 455; River Walk Properties LLC PMB 311 Dubuque IA 52002; 1024407004; \$204.02; Garbage

1392 Main; N 60'4" N 2/5 of City Lot 464; Skeleton Closet LLC, 1175 Bluff St Ste 2 Dubuque IA 52001; 1024411001; \$326.86; Garbage

520 W Locust; Lot 4 Quigleys Sub of 710; Mid America Property Management LLC, PO Box 1572 Dubuque IA 52004; 1024178002; \$197.52; Garbage

605 Rhomberg; Lot 2 Ten Pin Tap Place; Mid America Property Management LLC, PO Box 1572 Dubuque IA 52004; 1024226008; \$93.25; Garbage

1693 Washington; Lot 1-86 East Dubuque Add; Mcdermott Enterprises LLC, 333 E 10th St, Apt 330 Dubuque IA 52001; 1024268011; \$245.36; Garbage

2101 Kniest; Lot 2-3-1-10 Kniest's Sub; Mid-America Property Management LLC, PO Box 1572 Dubuque IA 52004-1572; 1024211016; \$176.52; Garbage

35 W 15th; E 22'-S 88.4'-E 1/2-S 2/5 of City Lot 454; Mansa Property Group LLC, 917 North Harvey Ave Oak Park IL 60302; 1024403009; \$304.20; Garbage

2286 Central; W 1/2-S 1/2-Lot 18 & W 1/2-N 1/4-Lot 16P L H Langworthy's Add; Hanen, Shawn C & Christina M 179 S Winter Quarters Road Pampa TX 79065-2301; 1024130003; \$1,413.66; Garbage

640 Alta Vista; Lots 38, 2-39, & 2-36 Oxford Hgts; Engelken, Thomas A., 2022 Camelot Dr Allen TX 75013; 1025107013; \$122.68; Garbage

718 Rhomberg; Ne 49.86' of Lot 17 Cooks Add; Mcdermott Enterprises LLC, 333 E 10th St, Apt 330 Dubuque IA 52001; 1013485004; \$220.36; Garbage

37 W 15th; W 28'-S 88.4'-E 1/2-S 2/5 of City Lot 454; Skeleton Closet LLC, 1175 Bluff St Ste 2 Dubuque IA 52001; 1024403008; \$122.68; Garbage

2205 Eagle; Lot 1-2-43 Althausen Sub; Mid-America Property Management LLC, PO Box 1572 Dubuque IA 52004-1572; 1013436008; \$122.68; Garbage

1613 Washington; Lot 1-N 33'3" of Lot 82 East Dubuque Add; Mid-America Property Management LLC PO Box 1572 Dubuque IA 52004-1572; 1024268019; \$191.52; Garbage

1428 Iowa; S 26.38' of SM 1/5 & N 8.2' of N 26'2" of S 1/5 City Lots 455; River Walk Properties LLC PMB 311 Dubuque IA 52002; 1024407004; \$563.80; Garbage

37 W 15th; W 28'-S 88.4'-E 1/2-S 2/5 of City Lot 454; Skeleton Closet LLC, 1175 Bluff St Ste 2 Dubuque IA 52001; 1024403008; \$189.02; Garbage

2506 Broadway; Lot 1-1-16- John King's Dubuque; Mid-America Property Management LLC PO Box 1572 Dubuque IA 52004-1572; 1013377014; \$189.02; Garbage

1209 Garfield; SW 24.3' of Lot 3 Jungk's Dubuque; Severson, Milton C & Rosemary, 1211 Garfield Ave Dubuque IA 52001; 1118311017; \$91.34; Garbage

632 W 8th; Lot 25 Rogers Sub; Budde, Lance A 7697 N Indian Rdg East Dubuque IL 61025; 1025133009; \$316.52; Garbage

1613 Washington; Lot 1-N 33'3" of Lot 82 East Dubuque Add; Mid-America Property Management LLC PO Box 1572 Dubuque IA 52004-1572; 1024268019; \$122.68; Garbage

2201 Washington; Lot 2-S 43'-Lot 83 L H Langworthy's Add; Mid-America Property Management LLC PO Box 1572 Dubuque IA 52004-1572; 1024203017; \$210.38; Garbage

1344 Jackson; S 1/2 Lot 54 & N 1/2 Lot 55 Both In East Dubuque Add; N & G Properties LLC 2459 Spring Rose Rd Verona WI 53593; 1024430006; \$210.38; Garbage

520 W Locust; Lot 4 Quigleys Sub of 710; Mid America Property Management LLC, PO Box 1572 Dubuque IA 52004; 1024178002; \$54.42; Garbage

460 Loras; Lot 2-5 & The E 1/2 Lot 6 A L Browns Sub; Volgarino Rental LLC, 3817 Tahoe Ln, Se Cedar Rapids IA 52403; 1024340007; \$93.84; Garbage

1876 Central; N 26'5" - N 2/5 of City Lot 436; MZH Properties LLC, PO Box 1293 Dubuque IA 52004; 1024256001; \$93.84; Garbage

921 Garfield; SW 1/2 of Lot 5 Hooper's Add; Rooney, Samantha N, 921 Garfield Ave Dubuque IA 52001; 1118353011; \$163.75; Garbage

782 Glen Oak; Lot 2-27 & Lot 2-28 S M Langworthys Add; Casper, J Robert & Zoe Ann Or Their Successors Trustees 1005 Lincoln Ave #321, Dubuque IA 52001; 1026236002; \$91.34; Garbage

807 Garfield; Lot 2 Dreibelbis Add; JK Investments LLC 9120 Long Tail Ln, Dubuque IA 52003; 1013481018; \$78.84; Garbage

1590 N Grandview; Lot 60 Woodlawn Park; Tk Properties LLC 9517 Rt 52 S, Dubuque IA

52003; 1023459001; \$78.84; Garbage
960 Wilson; Lot 1-3 Cains Sub; Pingman
LLC 3364 Hibiscus Ln, Dubuque IA 52001;
1025104007; \$130.68; Garbage

618 E 22nd; SW 40' Lot 2-2 Min Lot 467;
Mid-America Property Management LLC, PO
Box 1572 Dubuque IA 52004-1572;
1013464002; \$122.68; Garbage

556 Clarke; Lots 1-3, 2-3 & 4 all in Buettell's
Sub; Nottingham Properties LLC, 2115 John F
Kennedy Rd Dubuque IA 52002; 1024155052;
\$112.68; Garbage

1918 Ellis; W 130' of Lot 46 Cox's Add; Mid-
America Property Management LLC, PO Box
1572 Dubuque IA 52004-1572; 1024180010;
\$275.36; Garbage

1497 Jackson; N 35' of N 1/5 of City Lot
494; Mid-America Property Management LLC,
PO Box 1572 Dubuque IA 52004-1572;
1024409006; \$132.68; Garbage

2214 Jackson; Lot 1-57 L H Langworthy's
Add; Blake, Thomas J & Martha J., 115 Skyline
Dr Guttenberg IA 52052; 1024203007;
\$135.18; Garbage

209 E 22nd; W 33'-W 65'-Lot 84 L H Lang-
worthy's Add; Mid-America Property Manage-
ment LLC PO Box 1572 Dubuque IA 52004-
1572; 1024203021; \$155.18 ; Garbage

1428 Iowa; S 26.38' of Sm 1/5 & N 8.2' of N
26'2" of S 1/5 City Lots 455; River Walk Prop-
erties LLC PMB 311 Dubuque IA 52002;
1024407004; \$284.86; Garbage

1852 White; N 1/2-M 1/5 City Lot 487; Mid-
America Property Management LLC, PO Box
1572 Dubuque IA 52004-1572; 1024257004;
\$166.52; Garbage

1405 Mt Pleasant; E 110' of Lot 1 Oakland
Park; Vandelay Property Management LLC,
14053 Kathleen Ct Dubuque IA 52003;
1023461030; \$125.18; Garbage

13. 2095 University Avenue Settlement
Agreement: Upon motion the documents were
received and filed, and Resolution No. 214-23
Approving a Settlement Agreement between
the City of Dubuque, Iowa, and Metropolitan
Life Insurance Company was adopted.

**RESOLUTION NO. 214-23
APPROVING A SETTLEMENT AGREEMENT
BETWEEN THE CITY OF DUBUQUE, IOWA,
AND METROPOLITAN LIFE INSURANCE
COMPANY**

Whereas, the City of Dubuque filed a peti-
tion for title to abandoned property for 2095
University Avenue, owned by Dorothy Culbert-
son; and

Whereas, Dorothy Culbertson is deceased;
and

Whereas, Dorothy Culbertson executed a
mortgage on the property with the last assign-
ment of mortgage to Metropolitan Life Insur-
ance Company; and

Whereas, the mortgage has been fore-
closed; and

Whereas, in consideration of the agree-
ments set forth in the Settlement Agreement,
Metropolitan Life Insurance Company provides
its written consent to a dispositive judgment in
the litigation action, allowing the City to acquire
title to the property.

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

Section 1. The Settlement Agreement [pro-
vided] hereto is hereby approved.

Section 2. The City Manager is hereby au-
thorized and directed to sign the Settlement
Agreement on behalf of the City of Dubuque
and perform the obligations of the City under
the Agreement.

Passed, approved, and adopted this 5th day
of July, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

14. Establishing the Compensation for the
City Clerk: Upon motion the documents were
received and filed, and Resolution No. 215-23
Establishing the compensation for the City
Clerk was adopted.

**RESOLUTION NO. 215-23
ESTABLISHING THE COMPENSATION FOR
THE CITY CLERK**

Whereas, the City Council appoints the City
Clerk; and

Whereas, the City Council from time to time
establishes the compensation for the City
Clerk.

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

Section 1. The salary of the City Clerk is
hereby established effective July 1, 2023 at
\$93,028.18.

Section 2. The salary of the City Clerk shall
also be adjusted July 1st of each succeeding
year, by the same percentage as for all other
non-bargaining unit employees.

Section 3. The City Clerk shall be entitled
to all of the benefits provided to full-time non-
bargaining unit employees.

Section 4. The City Clerk shall be entitled
to a car allowance equal to 50% of the car al-
lowance provided to the City Manager.

Passed, approved, and adopted this 5th day
July, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

15. Retail Permit Approval for Tobacco, To-
bacco Products, Alternative Nicotine Products,
and Vapor Products: Upon motion the docu-
ments were received and filed, and Resolution
No. 216-23 Approving applications for retail

permits to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code §453A.47A was adopted.

**RESOLUTION NO. 216-23
APPROVING APPLICATIONS FOR RETAIL
PERMITS TO SELL TOBACCO, TOBACCO
PRODUCTS, ALTERNATIVE NICOTINE
PRODUCTS, AND VAPOR PRODUCTS, AS
REQUIRED BY IOWA CODE §453A.47A**

Whereas, applications for retail permits to sell tobacco, tobacco products, alternative nicotine products, vapor products, or a combination of these products have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by Iowa Code §453A.47A; and

Whereas, the Iowa Department of Revenue requires all applications be approved by the City Council; and

Whereas, all retail permits to sell tobacco, tobacco products, alternative nicotine products, and vapor products shall expire on June 30 of each year, as established in Iowa Code §453A.47A(7).

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for retail permits to sell one or more of the following as specified on the retail permit applications: tobacco, tobacco products, alternative nicotine products, and vapor products.

Effective from: July 5, 2023 at 7:30 p.m. to June 30, 2024 at midnight

Business Name, Business Address

Fuel Express Food Mart, 250 West 1st Street
The Sage Room, 30 Main St.

Passed, approved, and adopted this 5th day of July 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breifelder, City Clerk

ITEMS SET FOR PUBLIC HEARING

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 6-0.

Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and 799 Main, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 217-23 Fixing the date for a public hearing of the City Council of the

City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and 799 Main, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on July 17, 2023 in the Historic Federal Building.

**RESOLUTION NO. 217-23
FIXING THE DATE FOR A PUBLIC HEARING
OF THE CITY COUNCIL OF THE CITY OF
DUBUQUE, IOWA ON A DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY
OF DUBUQUE, IOWA AND 799 MAIN, LLC,
INCLUDING THE PROPOSED ISSUANCE
OF URBAN RENEWAL TAX INCREMENT
REVENUE OBLIGATIONS RELATING
THERETO AND PROVIDING FOR THE PUB-
LICATION OF NOTICE THEREOF**

Whereas, City and 799 Main, LLC have entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W. 13th Street, Dubuque, Iowa for the development of property located at 799 Main Street; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement, with 799 Main, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403 pursuant to the Development Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 17th day of July, 2023, at 6:30 o'clock p.m. The official agenda will be posted on Friday, July 14, 2023 and will contain listening, viewing, and public input options. The City Council agenda can be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with 799 Main, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to 799 Main, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$2,382,640.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form [provided] hereto.

Passed, approved, and adopted this 5th day of July, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. John F. Kennedy Road and West 32nd Street Intersection Improvement Project: Upon motion the documents were received and filed and Resolution No. 218-23 John F. Kennedy Road and W. 32nd Street Intersection Improvement Project: preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on July 17, 2023 in the Historic Federal Building.

**RESOLUTION NO. 218-23
JOHN F. KENNEDY ROAD AND W. 32ND
STREET INTERSECTION IMPROVEMENT
PROJECT - PRELIMINARY APPROVAL OF
PLANS, SPECIFICATIONS, FORM OF CON-
TRACT, AND ESTIMATED COST; SETTING
DATE OF PUBLIC HEARING ON PLANS,
SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST**

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

Section 1. The proposed plans, specifications, form of contract and estimated cost for the John F. Kennedy Road and W. 32nd Street Intersection Improvement Project, in the estimated amount \$537,537.15, are hereby

preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2. A public hearing will be held on the 17th day of July 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the [provided] notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

Passed, approved, and adopted this 5th day of July 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

BOARDS/COMMISSIONS

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

Transit Advisory Board: One, 3-Year Term through July 30, 2026 (Expiring Term of Orwoll). Applicant: Greg Orwoll, 2635 West 32nd St. Mr. Orwoll spoke in support of his application and provided a brief biography.

PUBLIC HEARINGS

Resolution of Adoption for the proposed Switch Homes Housing Urban Renewal Area: Motion by Jones to receive and file the documents and adopt Resolution No. 219-23 Approving the Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area. Seconded by Sprank. Responding to questions from the City Council, Economic Development Director Jill Connors stated that the development agreement with Switch Homes previously approved by the City Council provides for incentives created through the urban renewal area. Ms. Connors further stated that the increment is collected as the development progresses, with 38.1 % of the increment allocated to programming and capital projects that benefit low to moderate income households in the city. The remaining funds are available to reimburse for eligible costs for the development. Ms. Connors clarified a typo in her memo, stating that infrastructure improvements are not

limited to the examples listed in the memo. City Attorney Brumwell stated that the amount of property taxes collected by the city and other taxing bodies remains unchanged during the timeframe of the development. The city captures the increase in property taxes generated during the timeframe of the development. At the end of the 10-year Tax Increment Financing (TIF) period, all revenue is distributed to all the taxing bodies. City Manager Van Milligen stated that the Dubuque Community School District supports urban renewal areas because of their enrollment increases resulting from any students who will reside in the newly created residential areas. All new residents will also support the local economy. Motion carried 6-0.

RESOLUTION NO. 219-23
APPROVING THE URBAN RENEWAL PLAN
FOR THE SWITCH HOMES HOUSING UR-
BAN RENEWAL AREA

Whereas, by Resolution 177-23 on June 5, 2023, the City Council of the City of Dubuque, Iowa authorized the preparation of an Urban Renewal Plan (the "Plan") for the Switch Homes Housing Urban Renewal Area (the "Area"); and

Whereas, the City of Dubuque's primary objective for the Plan is to provide public improvements related to housing and residential development and provide housing opportunities, including assistance for low and moderate income family housing, which will further economic development purposes and objectives as described in the Plan in the Area; and

Whereas, a consultation process has been undertaken with affected taxing entities in accordance with Chapter 403 of the Code of Iowa with no written objections or recommended changes to the Amended and Restated Plan received; and

Whereas, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the proposed Plan.

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

Section 1. That the Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area, on file in the City Clerk's Office and made reference to herein, is hereby approved.

Section 2. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

Passed, approved, and adopted this 5th day of July, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breidfelder, City Clerk

2. Voluntary Annexation Request - City of Dubuque Engineering Department (applicant) and the Iowa Department of Transportation (property owner): Motion by Roussell to receive and file the documents and adopt Resolution No. 220-23 Approving an application for voluntary annexation of territory to the City of Dubuque, Iowa. Seconded by Wethal. Motion carried 6-0.

RESOLUTION NO. 220-23
APPROVING AN APPLICATION FOR VOL-
UNTARY ANNEXATION OF TERRITORY TO
THE CITY OF DUBUQUE, IOWA

Whereas, the City Council of Dubuque has received a written application from the City of Dubuque Engineering Department (applicant) and the Iowa Department of Transportation (property owner) for the voluntary annexation of 4.56 acres of property. The property is comprised of public right-of-way along Westside Drive and land to the south of Westside Drive and east of Westside Court as shown on Exhibit A and legally described as:

All of Lot 2 of Weber Acres In Dubuque County, Iowa, As Originally Platted and shown on The Final Plat of Weber Acres, Dubuque County, Iowa, Per Instrument Number 11187-00 in the Dubuque County Recorder's Office, dated August 2, 2000, Containing 4.56 Acres, which includes 1.34 Acres of Existing Public Road Right of Way.

The intent of this description is to include all of said Lot 2 of Weber Acres As Originally Platted, Including that part of said Lot 2 of Weber Acres included in the Condemnation Document per Instrument Number 18684-01 in the Dubuque County Recorder's Office.

Whereas, the annexation territory is not subject to an existing annexation moratorium agreement and does not include any railroad property; and

Whereas, Chapter 368 of the Code of Iowa authorizes this annexation by adoption of a resolution and required notification; and

Whereas, Chapter 368.5 allows territory owned by the state of Iowa to be annexed provided the attorney general is served with notice of the hearing and copy of the proposal; and

Whereas, the City of Dubuque has provided notice of the hearing and copy of the proposal to the attorney general; and

Whereas, the annexation territory is consistent with the City's Comprehensive Plan; and

Whereas, the future growth and development of the City of Dubuque, Iowa makes it desirable that the annexation territory be made part of the City of Dubuque, Iowa; and

Whereas, the City of Dubuque has the capacity to provide substantial municipal services

to the annexation territory; and

Whereas, the annexation is in the public interest.

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

Section 1. That the application for the voluntary annexation of property by the City of Dubuque Engineering Department (applicant) and the Iowa Department of Transportation (property owner) consisting of 4.56 acres as shown on Exhibit A is hereby approved for annexation to the City of Dubuque.

Section 2. That, subject to the approval of the City Development Board, the corporate limits of the City of Dubuque be and they hereby are extended to include the approximately 4.56 acres of annexation territory as shown on Exhibit A Annexation Map and Exhibit C Annexation Legal Description.

Section 3. That the City Council does hereby certify that the City of Dubuque has complied with the notice and hearing requirements of the Iowa Code pertaining to 100% voluntary annexation of territory within the urbanized area of another city.

Section 4. That if the City Development Board approves this annexation, the territory hereby annexed shall become a part of Ward One of the City of Dubuque.

Section 5. That the City Clerk shall file this resolution, all exhibits, and the applications for voluntary annexation with the City Development Board of the State of Iowa in accordance with the provisions of Chapter 368 of the Iowa Code.

Passed, approved, and adopted this 5th day of July 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

3. Weber Acres Rezoning Request: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Planning Services Manager Wally Wernimont provided a staff report. Motion carried 6-0.

Motion by Jones for final consideration and passage of Ordinance No. 32-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described parcel of land located along Westside Drive from County M-2 Heavy Industrial to City CS Commercial Service and Wholesale concurrently with annexation into the City of Dubuque. Seconded by Farber. Motion carried 6-0.

ORDINANCE NO. 32-23

AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PARCEL OF LAND LOCATED ALONG WESTSIDE DRIVE FROM COUNTY M-2 HEAVY INDUSTRIAL TO CITY CS COMMERCIAL SERVICE AND WHOLESALE CONCURRENTLY WITH ANNEXATION INTO THE CITY OF DUBUQUE

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter described property from County M-2 Heavy Industrial to City CS Commercial Service and Wholesale to wit:

All of Lot 2 of Weber Acres in Dubuque County, Iowa, as Originally Platted and Shown on the Final Plat of Weber Acres, Dubuque County, Iowa, Per Instrument Number 11187-00 in the Dubuque County Recorder's Office, Dated August 2, 2000, Containing 4.56 Acres, Which Includes 1.34 Acres of Existing Public Road Right of Way.

The intent of this description is to include all of said Lot 2 of Weber Acres as originally platted, including that part of said Lot 2 of Weber Acres included in The Condemnation Document Per Instrument Number 18684-01 in the Dubuque County Recorder's Office.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved, and adopted this 5th day of July 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk

Published officially in the Telegraph Herald newspaper on the 11th day of July, 2023.

/s/Adrienne N. Breitfelder, City Clerk

PUBLIC INPUT

Clark Schloz, 2925 Burlington St., provided input in favor of automated speed cameras.

ACTION ITEMS

1. Update on Water & Resource Recovery Center Odor Abatement Efforts: Motion by Farber to receive and file the documents. Seconded by Jones. Responding to a question from the City Council regarding the estimated

timeframe to execute the process outlined in Water and Resource Recovery Center (W&RRC) Manager William O'Brien's memo, City Manager Van Milligen stated that Mr. O'Brien was unable to attend the City Council meeting and that a written response will be provided to the City Council. City Council Members thanked city staff for their efforts on odor abatement. Motion carried 6-0.

2. Tax Increment Ordinance for the Switch Homes Housing Urban Renewal Area: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Motion carried 6-0.

Motion by Jones for final consideration and passage of Ordinance No. 33-23 Providing that general property taxes levied and collected each year on all property located within the Switch Homes Housing Urban Renewal Area, in the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with said Switch Homes Housing Urban Renewal Area. Seconded by Wethal. Motion carried 6-0.

ORDINANCE NO. 33-23

PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE SWITCH HOMES HOUSING URBAN RENEWAL AREA, IN THE CITY OF DUBUQUE, COUNTY OF DUBUQUE, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF DUBUQUE, COUNTY OF DUBUQUE, DUBUQUE COMMUNITY SCHOOL DISTRICT AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH SAID SWITCH HOMES HOUSING URBAN RENEWAL AREA

Whereas, the City Council of the City of Dubuque, Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 219-23 passed and approved on the 5th day of July, 2023, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Switch Homes Housing Urban Renewal Area (the "Urban Renewal Area"); and

Whereas, expenditures and indebtedness are anticipated to be incurred by the City of Dubuque, Iowa in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan and the future needs for redevelopment within the Urban Renewal Area are such as to require the application of the incremental tax resources of the Urban Renewal Area; and

Whereas, the City Council of the City of Dubuque, Iowa desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended, and the Urban Renewal Plan.

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

Section 1. For purposes of this Ordinance, the following terms have the following meanings:

- (a) Project Area shall include that area described as follows:

Being a part of Lot 2 of Dondelinger Place as recorded in Book 1991, Page 11917 of the Dubuque County Recorder's Office and part of Mozena Farm South as recorded in Book 2005, Page 17498 of the Dubuque County Recorder's Office, in the City of Dubuque, Dubuque County, Iowa described as:

Beginning at the Northwest Corner of said Lot 2; thence N72°27'42"E, 2,194.85 ft.; thence N56°07'31"E, 396.82 ft.; thence S33°52'29"E, 394.69 ft.; thence S50°29'15"E, 130.26; thence N89°40'48"E, 130.97 ft.; thence N77°22'37"E, 173.84 ft.; thence S02°16'36"E, 415.43 ft.; thence S90°00'00"W, 268.87 ft.; thence N58°02'17"W, 166.25 ft.; thence S18°08'06"W, 109.49 ft.; thence S34°21'32"E, 246.96 ft.; thence S27°57'58"E, 125.44 ft.; thence N63°50'06"E, 9.82 ft.; thence S08°12'40"W, 197.54 ft.; thence S30°22'45"E, 321.69 ft.; thence S19°35'15"E, 239.99 ft.; thence S65°31'10"W, 39.88 ft.; thence S61°48'26"W, 235.25 ft.; thence S88°18'27"W, 119.49 ft.; thence S17°53'14"W, 96.62 ft.; thence S19°29'58"E, 205.01 ft.; thence S88°55'46"W, 42.16 ft.; thence N19°29'58"W, 205.21 ft.; thence N17°53'14"E, 138.38 ft.; thence N88°18'27"E, 138.30 ft.; thence N61°48'26"E, 231.62 ft.; thence N19°35'15"W, 199.20 ft.; thence N30°22'45"W, 317.91 ft.; thence N08°12'40"E, 168.21 ft.; thence N27°57'58"W, 96.14 ft.; thence

N27°57'12"W, 98.47 ft.; thence
 N34°21'32"W, 228.16 ft.; thence
 N24°30'57"W, 122.74 ft.; thence
 S88°34'08"W, 169.93; thence
 N72°15'00"W, 110.53 ft.; thence
 S86°36'29"W, 110.92; thence
 S13°21'23"E, 125.00 ft.; thence 30.03
 ft. along a 195.50 foot radius curve con-
 cave Southerly (chord bearing
 S72°14'35"W, 30.00 ft.); thence
 N22°09'26"W, 123.41 ft.; thence
 S58°21'30"W, 114.03 ft.; thence
 S40°44'49"W, 194.12 ft.; thence
 S31°11'14"W, 67.99 ft.; thence
 S59°14'39"W, 101.31 ft.; thence
 N01°51'39"W, 168.56 ft.; thence
 S88°44'30"W, 1,330.51 ft.; thence
 S00°32'54"E, 49.50 ft.; thence
 S68°31'02"W, 279.63 ft.; thence
 S02°07'32"E, 725.50 ft.; thence
 N76°38'23"W, 10.43 ft.; thence 71.26 ft.
 along a 787.25 foot radius curve con-
 cave Southerly (chord bearing
 N79°13'57"W, 71.24 ft.); thence
 N02°09'42"W, 258.41 ft.; thence
 S87°00'09"W, 55.34 ft.; thence
 N02°10'30"W, 595.45 ft. to the Point of
 Beginning; and

The immediately adjacent right of way to
 the area previously described of the
 Northwest Arterial lying within the cor-
 porate limits of the City of Dubuque de-
 scribed as:

Commencing at the Northwest Corner of
 said Lot 2; thence N72°27'42" E, 826.19
 ft. to the Point of Beginning; thence
 N17°32'18"W, 266.57 ft.; thence
 N74°33'33"E, 1369.58 ft.; thence
 S17°32'18"E, 216.44 ft.; thence
 S72°27'42"W, 1368.66 ft. to the Point of
 Beginning. All in the City of Dubuque,
 Iowa

- (b) Urban Renewal Plan shall mean the Ur-
 ban Renewal Plan for the Switch Homes
 Housing Urban Renewal Area, approved
 by Resolution No. 219-23 on July 5, 2023,
 as the same may be amended from time
 to time.

Section 2. That the taxes levied on the tax-
 able property in the Urban Renewal Area, le-
 gally described in Section 1 hereof, by and for
 the benefit of the State of Iowa, City of Dubu-
 que, County of Dubuque, Dubuque Community
 School District, and all other taxing districts
 from and after the effective date of this Ordi-
 nance shall be divided as hereinafter in this Or-
 dinance provided.

Section 3. That portion of the taxes which
 would be produced by the rate at which the tax
 is levied each year by or for each of the taxing
 districts upon the total sum of the assessed
 value of the taxable property in the Urban Re-
 newal Area, as shown on the assessment roll

as of January 1, 2023, being January 1 of the
 calendar year preceding the first calendar year
 in which the City of Dubuque is expected to cer-
 tify to the County Auditor the amount of loans,
 advances, indebtedness, or bonds payable
 from the division of property tax revenue de-
 scribed herein, shall be allocated to and when
 collected be paid into the fund for the respec-
 tive taxing district as taxes by or for the taxing
 district into which all other property taxes are
 paid. The taxes so determined shall be referred
 to herein as the "base period taxes" for such
 Urban Renewal Area.

Section 4. That portion of the taxes each
 year in excess of the base period taxes deter-
 mined for the Urban Renewal Area as provided
 in Section 3 of this Ordinance shall be allocated
 to and when collected be paid into a special tax
 increment fund of the City of Dubuque, Iowa
 hereby established, to pay the principal of and
 interest on loans, monies advanced to, indebt-
 edness, whether funded, refunded, assumed
 or otherwise, including bonds or obligations is-
 sued under the authority of Section 403.9 or
 403.12 of the Code of Iowa, as amended, in-
 curred by the City of Dubuque, Iowa, to finance
 or refinance, in whole or in part, urban renewal
 projects undertaken within the Urban Renewal
 Area pursuant to the Urban Renewal Plan, ex-
 cept that (i) taxes for the regular and voter-ap-
 proved physical plant and equipment levy of a
 school district imposed pursuant to Iowa Code
 Section 298.2 and taxes for the instructional
 support program of a school district imposed
 pursuant to Iowa Code Section 257.19 (but in
 each case only to the extent required under
 Iowa Code Section 403.19(2)); (ii) taxes for the
 payment of bonds and interest of each taxing
 district; (iii) taxes imposed under Iowa Code
 Section 346.27(22) related to joint county-city
 buildings; and (iv) any other exceptions de-
 scribed in Section 403.19 shall be collected
 against all taxable property within the Project
 Area without any limitation as hereinabove pro-
 vided.

Section 5. Unless or until the total assessed
 valuation of the taxable property in the Urban
 Renewal Project Area exceeds the total as-
 sessed value of the taxable property in the Ur-
 ban Renewal Area as shown by the assess-
 ment rolls referred to in Section 3 of this Ordi-
 nance, all of the taxes levied and collected
 upon the taxable property in the Urban Re-
 newal Area shall be paid into the funds for the
 respective taxing districts as taxes by or for
 said taxing districts in the same manner as all
 other property taxes.

Section 6. At such time as the loans, ad-
 vances, indebtedness, bonds and interest
 thereon of the City of Dubuque, Iowa referred
 to in Section 4 hereof have been paid, all mon-
 ies thereafter received from taxes upon the tax-
 able property in the Urban Renewal Area shall

be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the division of taxes from taxable property in the Urban Renewal Area under the provisions of Section 403.19 of the Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 5th day of July, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk
Published officially in the Telegraph Herald newspaper on the 11th day of July 2023.

/s/Adrienne N. Breitfelder, City Clerk

3. Fiscal Year 2024 Arts & Culture Operating Support Grant Funding Recommendation: Motion by Roussell to receive and file the documents and approve with the Arts & Cultural Affairs Advisory Commission recommendation to fund the FY2024 Operating Support grant applications. Seconded by Farber. City Council Members expressed enthusiasm for the funding to support various organizations and thanked the Arts & Cultural Affairs Advisory Commission for their work in selecting the organizations to award funds. Motion carried 6-0.

4. Fiscal Year 2024 Arts & Culture Special Projects Grant Funding Recommendation: Motion by Sprank to receive and file the documents and approve the Arts & Cultural Affairs Advisory Commission recommendation to fund the FY2024 Special Projects grant applications. Seconded by Jones. Motion carried 6-0.

5. Fiscal Year 2024 Purchase of Services Grant Recommendations & Agreements: Motion by Jones to receive and file the documents and adopt Resolution No. 221-23 Authorizing execution of FY24 Purchase of Services Grant Agreements. Seconded by Farber. Responding to a question from the City Council, Housing and Community Development Director Alexis Steger stated that this set of agreements encompasses all agreements that will be approved in FY24. Motion carried 6-0.

**RESOLUTION NO. 221-23
AUTHORIZING EXECUTION OF FY24 PURCHASE OF SERVICES GRANT AGREEMENTS**

Whereas, the following non-profit organizations prepared and submitted requests to provide support for human service programs in the City of Dubuque:

- Crescent Community Health Center
- Four Mounds Foundation
- Four Oak Family and Children's Services
- Multicultural Family Center
- Riverview Center
- St. Mark Youth Enrichment; and

Whereas, the City Council approved the Fiscal Year 2024 budget that included the Purchase of Services allocation; and

Whereas, the submissions have been approved by the Community Development Advisory Commission on May 17, 2023; and

Whereas, all services provided will be to a minimum of 51% low/moderate income residents.

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

Section 1. That the Funding Approval/Agreements, authorized by the Community Development Advisory Commission beginning July 5, 2023 for Purchase of Services Grants to the aforementioned organizations be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 5th day of July 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

6. Proceedings to Direct Advertisement for Sale of \$6,250,000 Taxable General Obligation Bonds, Series 2023A, Approval of the Preliminary Official Statement, and Approval of Electronic Bidding Procedures: Motion by Wethal to receive and file the documents and adopt Resolution No. 222-23 Setting the date for the sale of Taxable General Obligation Corporate Purpose Bonds, Series 2023A and authorizing the use of a preliminary official statement in connection therewith. Seconded by Farber. Motion carried 6-0.

**RESOLUTION NO. 222-23
RESOLUTION SETTING THE DATE FOR THE SALE OF TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2023A AND AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION THEREWITH**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Municipal Buildings Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$450,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking repairs and improvements for municipal buildings, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 17, 2023, no petition had been filed with the City asking that the question of entering into the Municipal Buildings Loan Agreement; and

Whereas, the City also proposed to enter into a loan agreement (the "Parking Ramp Facilities Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$450,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking repairs and improvements to municipal parking ramp facilities, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 17, 2023, no petition had been filed with the City asking that the question of entering into the Parking Ramp Facilities Loan Agreement; and

Whereas, the City also proposed to enter into a loan agreement (the "Five Flags Arena Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking repairs and improvements to the Five Flags Arena facilities, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 17, 2023, no petition had been filed with the City asking that the question of entering into the Five Flags Arena Loan Agreement; and

Whereas, the City also proposed to enter into a loan agreement (the "Urban Renewal Loan Agreement" and together with the Municipal Buildings Loan Agreement, the Parking Ramp Facilities Loan Agreement, and the Five Flags Arena Loan Agreement, the "Loan Agreements"), pursuant to the provisions of Section 384.24A and Section 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$4,650,000 for the purpose of paying the costs, to that extent, of undertaking the Mystique Community Ice Center (Dubuque Ice Arena) Settling Remediation and Building Improvements Project, an authorized urban renewal project in the Dubuque Greater Downtown Urban Renewal Area, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 17, 2023, no

petition had been filed with the City asking that the question of entering into the Urban Renewal Loan Agreement; and

Whereas, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined its authority under the Loan Agreements into a single loan agreement (the "Loan Agreement"); and

Whereas, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of Taxable General Obligation Corporate Purpose Bonds, Series 2023A (the "Bonds") to be issued in evidence of the obligation of the City under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by Independent Public Advisors, LLC, as municipal financial advisor (the "Municipal Advisor") to the City; and

Whereas, it is now necessary to set the date for the sale of the Bonds and to make provision for the advertisement thereof;

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

Section 1. The City Staff are hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of Dorsey & Whitney LLP (the "Disclosure Counsel"), as bond and disclosure counsel to the City, and the Municipal Advisor, to prepare the P.O.S. describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Municipal Advisor of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Municipal Advisor, together with Disclosure Counsel, are hereby authorized to prepare and use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolution, when adopted, providing for the sale and issuance of the Bonds, and the Chief Financial Officer is hereby authorized and directed to execute a final Official Statement for the Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Bonds shall be received and canvassed on behalf of the City until 10:00 a.m. on July 17, 2023, at the City Hall in the City, and the City Council shall meet at the same place, on the same date, at 6:30 p.m., for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Bonds, and the Municipal Advisor

is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing "Issue Price" determinations, such notice to minimally contain information regarding Establishment of Issue Price set forth in the "Terms of Offering" [provided] to the P.O.S. and to be in such form as the Municipal Advisor may deem to be appropriate.

Section 4. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved July 5, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

7. Federal Transit Administration (FTA) 5339 Bus and Bus Facilities Low or No Emission Grant Award: Motion by Jones to receive and file the documents. Seconded by Sprank. Responding to questions from the City Council, Director of Transportation Services Ryan Knuckey stated that he has conversed with many other cities regarding electric buses and that the city's gradual approach to acquiring the buses is beneficial since the technology continues to advance. Mr. Knuckey further stated that the city has adequate time to purchase the new buses with the grant funds that the grant also includes training for city staff on operating, maintaining, and working with the vehicles. City Council Members expressed enthusiasm toward building the city's electric fleet. Motion carried 6-0.

8. Work Session Request: State Legislation/Property Tax Reform – Impact on City Revenue: Motion by Roussell to receive and file the documents and schedule the work session for July 17, 2023, at 5:30 p.m. Seconded by Farber. Motion carried 6-0.

9. Work Session Request: State and Federal Grant Updates: Motion by Jones to receive and file the documents and schedule the work session for August 21, 2023, at 5:00 p.m. Seconded by Sprank. Motion carried 6-0.

10. Work Session Request: Travel Dubuque: Motion by Farber to receive and file the documents and schedule the work session for August 21, 2023, at 6:00 p.m. Seconded by Jones. Motion carried 6-0.

11. Marshallese Video on Air Quality: Motion by Roussell to receive and file the documents and view the video. Seconded by Sprank. Chief of Equity and Human Rights Gisella Aitken-Shadle introduced a video of the June 28, 2023 air quality warning delivered in Marshallese. The video can be viewed at: <https://youtu.be/laQjs93Olaw>. Motion carried 6-0.

COUNCIL MEMBER REPORTS

Council Member Jones congratulated Assistant Fire Chief David Grass on his new position.

Council Members Sprank and Farber respectively reported on the Comiskey Park celebration.

Mayor Cavanagh also reported on the Comiskey Park celebration and the 3rd of July fireworks and air show.

CLOSED SESSION

Motion by Jones to convene in closed session at 7:31 p.m. to discuss Professional Evaluation(s) – Chapter 21.5(1)(i) Code of Iowa. Seconded by Wethal. Motion carried 6-0.

The City Council reconvened in open session at 8:04 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:04 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in special session at 5:30 p.m. on July 17, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Absent: Council Member Jones.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on state legislation and property tax reform's impact on city revenue.

WORK SESSION

State Legislation/Property Tax Reform – Impact on City Revenue

Chief Financial Officer Jennifer Larson made a presentation on recent state legislation and property tax reform's impact on city revenue. Ms. Larson responded to questions from the City Council regarding the parameters that would subject projects to a referendum and the new tax statement mailing process. Ms. Larson stated that the city's budget hearing schedule may be altered in future years due to the extended deadline to certify the budget. City Manager Van Milligen stated that state legislators have communicated their intention to consider changes to the local option sales tax (LOST), tax increment financing (TIF), and property taxes in future years. City Council Members discussed how the state legislation will impact city services and their history of being fiscally responsible.

City Attorney Brumwell suggested the City Council go into closed session in the remaining time before regular session.

CLOSED SESSION

Motion by Roussell to convene in closed session at 6:12 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 6-0.

The City Council reconvened in open session at 6:28 p.m. stating that staff had been given proper direction.

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

/s/Adrienne N. Breitfelder, CMC, City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on July 17, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Absent: Council Member Jones.

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

PLEDGE OF ALLEGIANCE

CONSENT ITEMS

Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated. Seconded by Farber. Motion carried 6-0.

1. Minutes and Reports Submitted: Arts and Cultural Affairs Advisory Commission of 4/25/23 and 5/23/23; City Council Proceedings of 6/26/23, 6/28/23, and 7/5/23; Zoning Board of Adjustment of 6/22/23; Proof of Publication for City Council Proceedings of 5/31/23 and 6/5/23. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Joseph Ede for property damage; Denise Hackbarth for vehicle damage; Lawrence Herrig for property damage; Thomas and Sandra Sitzmann for property damage; Teresa Stegall for personal injury; Michael Thill for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Joseph Ede for property damage; Denise Hackbarth for vehicle damage; Lawrence Herrig for property damage; Juan Lampe for property damage; Brian Sanger for property damage; Thomas and Sandra Sitzmann for property damage;

Teresa Stegall for personal injury; Michael Thill for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 223-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 223-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

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

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

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

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

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

Passed, approved, and adopted this 17th day of July, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

5. Corrected Legal Description by Resolution for Urban Renewal Plan for the Dubuque Industrial Center Economic Development District, Version 2022.3: Upon motion the documents were received and filed, and Resolution No. 180-23-A Nunc Pro Tunc correcting and amending a scrivener's error in certain legal descriptions included in the Urban Renewal Plan for the Dubuque Industrial Center Economic Development District was adopted.

**RESOLUTION NO. 180-23-A
NUNC PRO TUNC CORRECTING AND
AMENDING A SCRIVENER'S ERROR IN
CERTAIN LEGAL DESCRIPTIONS IN-
CLUDED IN THE URBAN RENEWAL PLAN
FOR THE DUBUQUE INDUSTRIAL CENTER
ECONOMIC DEVELOPMENT DISTRICT**

Whereas, by Resolution No. 180-23, adopted June 5, 2023, this Council found and determined that certain areas located within the City and County are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the Dubuque Industrial Center Economic Development District (the "Urban Renewal Area" or "Area") described therein; and

Whereas, the Urban Renewal Plan approved and adopted by Resolution No. 180-23 contained a scrivener's error in the legal description of the Urban Renewal Project Area; and

Whereas, correcting the scrivener's error does not change the parcels of land which were intended to be included in the Urban Renewal Area; and

Whereas, the Council has determined to adopt this resolution nunc pro tunc, correcting the scrivener's error in the legal description of the Urban Renewal Project Area contained in the Urban Renewal Plan for the Urban Renewal Area.

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

Section 1. That the findings and conclusions set forth or contained in the Urban Renewal Plan concerning the area of the City of Dubuque, State of Iowa, described in the preamble hereof and in Resolution No. 180-23, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for the Urban Renewal Area with the exception of the amended legal description as set forth below.

Section 2. The legal description of the Urban Renewal Project Area contained in the Urban Renewal Plan approved and adopted by Resolution No. 180-23 on June 5, 2023, is hereby corrected, nunc pro tunc, to provide as set forth in the legal descriptions of such area [provided] hereto as Attachment D.

Section 3. The [provided] Attachment D shall be substituted in lieu of the original Attachment D contained in the Urban Renewal Plan.

Section 4. That all other provisions of the Urban Renewal Plan not affected or otherwise revised by this resolution, as well as all resolutions previously adopted by this City Council related to the Urban Renewal Plan be and the same are hereby ratified, confirmed and approved in all respects.

Passed, approved, and adopted this 17th day of July, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

6. Engineering Technician Additional Position Request: City Manager recommended City Council approval to add a non-exempt (hourly), full-time (1.0 FTE) Engineering Technician position to save money by reducing overtime and reducing the need to hire private engineering consultants that bill out at much higher rates. Upon motion the documents were received, filed, and approved.

7. Approval of Plat of Survey of Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa for Vacating Petition (Agreement Between City of Dubuque and CCI5, LLC): Upon motion the documents were received and filed, and Resolution No. 224-23 Approving Plat of proposed vacated portion of Bies Drive, in the City of Dubuque, Iowa, to be known as Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 224-23
APPROVING PLAT OF PROPOSED VA-
CATED PORTION OF BIES DRIVE, IN THE
CITY OF DUBUQUE, IOWA, TO BE KNOWN
AS LOT 1B OF ROGER F. AND KATHLEEN
A. KLAUER FAMILY PLACE, IN THE CITY
OF DUBUQUE, IOWA**

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a plat dated July 10, 2023 prepared by the City of Dubuque Engineering Department, showing the proposed vacated area of a portion of Bies Drive, in the City of Dubuque, Iowa and assigned a lot number thereto, to be known as Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa; and

Whereas, said plat conforms to the laws and statutes pertaining thereto.

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

Section 1. That the plat dated July 10, 2023, prepared by the City of Dubuque Engineering Department, relative to the real estate hereinabove described be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plat for and on behalf of the City of Dubuque, Iowa.

Section 2. The City of Dubuque reserves a public utility easement over the entirety of said Lot 1B.

Section 3. That the City Clerk be and is hereby authorized and directed to file said plat and certified copy of this resolution in the office of the Recorder in and for Dubuque County, Iowa.

Passed, approved, and adopted this 17th day of July, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Agreement with Dennis R. Walker for the Vacation and Sale of National Street Right of Way South of Burlington Street Adjacent to Walker Property at 3009 Burlington Street: Upon motion the documents were received and filed, and Resolution No. 225-23 Approving an Agreement between the City of Dubuque, Iowa and Dennis R. Walker was adopted.

**RESOLUTION NO. 225-23
APPROVING AN AGREEMENT BETWEEN
THE CITY OF DUBUQUE, IOWA AND DEN-
NIS R. WALKER**

This Agreement, dated for reference purposes the 7th day of July, 2023 is made and executed between the City of Dubuque, Iowa, (City), a municipal corporation, and Dennis R. Walker (Walker).

Whereas, Walker is requesting the vacation and sale of the 6,000 square ft. of the National Street right of way south of Burlington Street, in order to accommodate the construction of new private driveway to access the rear yard of the property at 3900 Burlington Street; and

Whereas, Walker and City desire to enter into an agreement with respect to the proposed right of way vacation as set forth herein; and

Whereas, a copy of the Agreement is [provided] hereto; and

Whereas, Dennis R. Walker, has executed the Agreement.

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

Section 1 The Agreement [provided] hereto is hereby approved.

Section 2 The City Manager is authorized and directed to execute the Agreement on behalf of the City of Dubuque

Passed, approved, and adopted this 17th day of July, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. Iowa Department of Transportation Funding Agreement for Statewide Transportation Innovation Council Incentive Program Project: Upon motion the documents were received and filed, and Resolution No. 226-23 Approving a Funding Agreement (ST-018) with the Iowa Department of Transportation for a Statewide Transportation Innovation Council (STIC) Grant that will continuously monitor and report on the performance of signalized intersections within the City of Dubuque was adopted.

**RESOLUTION NO. 226-23
APPROVING A FUNDING AGREEMENT (ST-
018) WITH THE IOWA DEPARTMENT OF
TRANSPORTATION FOR A STATEWIDE
TRANSPORTATION INNOVATION COUN-
CIL (STIC) GRANT THAT WILL CONTINU-
OUSLY MONITOR AND REPORT ON THE
PERFORMANCE OF SIGNALIZED INTER-
SECTIONS WITHIN THE CITY OF DUBUQUE**

Whereas, the program will provide an online dashboard to traffic management for evaluating the performance of Dubuque's system-wide traffic signals; and

Whereas, the program will be used by traffic management to identify problem intersections and corridors that can then be selected as candidates for signal retiming improvements; and

Whereas, the total cost for this program is estimated at \$80,000.00. The Statewide Transportation Innovation Council Grant will fund \$65,000 of this project, and the remaining cost, \$15,000 would be funding by the State of Iowa.

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

Section 1. That said Iowa Statewide Transportation Innovation Council (STIC) Incentive Program grant funding will be used within the City of Dubuque to continuously monitor and report on the performance of signalized intersections within the City of Dubuque for one year is hereby approved.

Section 2. That the City Manager be authorized and directed to execute said Funding Agreement (Agreement No. ST-018) for Iowa Statewide Transportation Innovation Council (STIC) Incentive Program called Hyperflow that will continuously monitor and report on the performance of signalized intersections within the City of Dubuque for one year.

Passed, approved, and adopted this 17th day of July 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

10. Fiscal Year 2023 and 2024 Contracted Service Agreement: DuRide: Upon motion the documents were received, filed, and approved.

11. Signed Contract(s): RACOM for the Dubuque Water Distribution Harris P25 Radio Equipment. Upon motion the documents were received and filed.

12. Communications Assistant Position: City Manager recommended City Council approval to combine the currently vacant 0.5 FTE Communications Assistant position in the Public Information Office and the currently vacant 0.7 FTE Marketing Coordinator position at the Airport to create a 1.0 FTE Communications Assistant position in the Public Information Office. Upon motion the documents were received, filed, and approved.

13. City Fiscal Year 2024 Update to Dubuque County Resource Enhancement and Protection Program (REAP) 5-Year Plan: Upon motion the documents were received, filed, and approved.

14. Adoption of Supplement Number 2023 S-11 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 227-23 Adopting Supplement No. 2023 S-11 to the Code of Ordinances of the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 227-23
ADOPTING SUPPLEMENT NO. 2023 S-11
TO THE CODE OF ORDINANCES OF THE
CITY OF DUBUQUE, IOWA**

Whereas, under date of August 17, 2009, the City Council, pursuant to Ordinance No. 43-09, readopted the Code of Ordinances of the City of Dubuque, Iowa in its entirety; and

Whereas, since August 17, 2009, the City of Dubuque, Iowa has compiled supplements to the Code of Ordinances consisting of all new ordinances and amendments to ordinances; and

Whereas, Section 380.8 of the Code of Iowa provides that supplements, adopted by resolution, become part of the Code of Ordinances; and

Whereas, Code Supplements are prepared by the American Legal Publishing of Cincinnati, Ohio and filed in the Office of the City Clerk of the City of Dubuque, Iowa.

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

Section 1. That Supplement No. 2023 S-11 to the City of Dubuque Code of Ordinances, which codifies Ordinance Nos. 16-23 through 30-23 as approved by the City Council through June 5, 2023, is hereby adopted, and becomes part of the Code of Ordinances of the City of Dubuque, Iowa.

Passed, approved, and adopted this 17th day of July 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

15. Settlement Agreement, Fas Mart #5159: City Manager recommended City Council approval of the Tobacco Compliance Settlement Agreement with Fas Mart #5159, 2175 Central Avenue. Upon motion the documents were received, filed, and approved.

16. Settlement Agreement, Casey's General Store, Inc #2421: City Manager recommended City Council approval of the Tobacco Compliance Settlement Agreement with Casey's General Store, Inc. #2421, 4003 Peru Road. Upon motion the documents were received, filed, and approved.

17. Settlement Agreement, Liquor Tobacco, and Grocery: City Manager recommended City Council approval of the Tobacco Compliance Settlement Agreement with Settlement Agreement, Liquor Tobacco and Grocery, 1998 Jackson Street. Upon motion the documents were received, filed, and approved.

18. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 228-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 228-23
APPROVING APPLICATIONS FOR RETAIL
ALCOHOL LICENSES, AS REQUIRED BY
CITY OF DUBUQUE CODE OF ORDINANCES
TITLE 4 BUSINESS AND LICENSE
REGULATIONS, CHAPTER 2 LIQUOR CONTROL,
ARTICLE B LIQUOR, BEER AND WINE
LICENSES AND PERMITS**

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

Renewals

Bell Tower Productions, 2728 Asbury Rd.
Egelhof, Siebert & Casper, 2659 John F Kennedy Rd.

Shannon's Bar & Grill, 521 East 22nd St.
Texas Roadhouse, 845 Wacker Dr.
Tri-State Independent Blind Society, 1068 Cedar Cross Rd.

Special Event(s) per Special Event Application Submittal

Dubuque Main Street - Music on Main Street
7-10-23 to 7-14-23 and 8-7-23 to 8-11-23,
Town Clock Plaza, 680 Main St.

Dubuque Main Street- Key City Beer Festival
8-1-23 to 8-5-23, Town Clock Plaza, 680 Main St.

Dubuque Jaycees - Millwork Night Market -
8-6-23 to 8-10-23, 7th and Jackson St and
9th and Jackson St.

Dubuque Irish Hooley, Inc – 8-24-23 to 8-28-23, Alliant Amphitheater

Adding A Temporary Outdoor Privilege

Jubeck New World Brewing LLC - Michael Breitbach's Mid-Week Farmer's Market every Wednesday from 7-12-23 through 10-25-23, Outdoor service area will be on Iowa Street adjacent to our building from 11th St to 12th St.

New Applications Provisional Issuances

Dubuque Jaycees - Millwork Night Market -
6-5-23 to 6-9-23 and 7-9-23 to 7-13-23, 7th and Jackson St and 9th and Jackson St.

Passed, approved, and adopted this 17 day of July 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

ITEMS SET FOR PUBLIC HEARING

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 6-0.

1. Petition to Vacate a portion of Bies Drive, in the City of Dubuque, Iowa for Vacating Petition (Agreement Between City of Dubuque and CCI5, LLC): Upon motion the documents were received and filed and Resolution No. 229-23 Intent to vacate and dispose of a portion of Bies Drive, in the City of Dubuque, Iowa, to be known as Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 7, 2023 in the Historic Federal Building.

RESOLUTION NO. 229-23

INTENT TO VACATE AND DISPOSE OF A PORTION OF BIES DRIVE, IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN AS LOT 1B OF ROGER F. AND KATHLEEN A. KLAUER FAMILY PLACE, IN THE CITY OF DUBUQUE, IOWA

Whereas, per Resolution No. 143-23 the City of Dubuque has entered into an agreement with CCI5, LLC for the conveyance of City Owned property including a portion of Bies Drive, in the City of Dubuque, Iowa; and

Whereas, CCI5, LLC has requested the vacation of a portion of Bies Drive and the conveyance of the property to CCI5, LLC per said agreement; and

Whereas, the City of Dubuque Engineering Department has prepared and submitted to the City Council a plat showing the proposed vacated area of Bies Drive, in the City of Dubuque, Iowa and assigned a lot number thereto, to be known as Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa.

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

Section 1. That the City of Dubuque intends to vacate and dispose of Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa.

Section 2. That a public hearing, and/or by virtual means, on the intent to vacate and dispose of Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa is hereby set for the 7th day of August, 2023, at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to vacate said real estate to be published in the manner as prescribed by law.

Passed, approved, and adopted this 17th day of July, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Burlington Street Water Main Improvement Project - Initiate Public Bidding and Set the Public Hearing Date: Upon motion the documents were received and filed and Resolution No. 230-23 The Burlington Street Water Main Improvement Project 2023: preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost; and ordering the advertisement for bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 7, 2023 in the Historic Federal Building.

**RESOLUTION NO. 230-23
THE BURLINGTON STREET WATER MAIN
IMPROVEMENT PROJECT 2023 - PRELIMI-
NARY APPROVAL OF PLANS, SPECIFICA-
TIONS, FORM OF CONTRACT, AND ESTI-
MATED COST; SETTING DATE OF PUBLIC
HEARING ON PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATED
COST; AND ORDERING THE ADVERTISE-
MENT FOR BIDS**

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

Section 1. The proposed plans, specifications, form of contract and estimated cost for the Burlington Street Water Main Installation Project 2023 in the amount of \$353,120, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2. A public hearing will be held on the 7th day of August, 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the [provided] notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

Section 3. The Burlington Street Water Main Improvement Project is hereby ordered to be advertised for bids for construction.

Section 4. The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

Section 5. The Water Department Manager is hereby directed to advertise for sealed bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 10th day of August, 2023. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 21st day of August 2023, in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Iowa.

Passed, adopted, and approved this 17th day of July, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

3. Human Rights Commission Request for Commissioner Removal: Upon motion the documents were received and filed and Resolution No. 231-23 Setting a public hearing on the intent to consider the removal of a commissioner from the Human Rights Commission was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 7, 2023 in the Historic Federal Building.

**RESOLUTION NO. 231-23
SETTING A PUBLIC HEARING ON THE IN-
TENT TO CONSIDER THE REMOVAL OF A
COMMISSIONER FROM THE HUMAN
RIGHTS COMMISSION**

Whereas, the City of Dubuque, Iowa Human Rights Commission is governed by Title 8 of the City of Dubuque Code of Ordinances; and

Whereas, § 8-2-10 of the Code of Ordinances establishes the requirement for attendance at commission meetings as follows:

8-2-10: MEETINGS:

.....

D. Attendance:

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings; and

Whereas, the Human Rights Commission has recommended to the City Council that Dereka Williams-Robinson be removed from the Commission for failure to comply with the attendance requirements, such recommendation [provided] as Exhibit A; and

Whereas, § 8-2-12 of the Code of Ordinances authorizes removal of a commissioner for cause upon written charges and after public hearing; and

Whereas, the City Council desires to set the public hearing on the removal of Dereka Williams-Robinson from the Human Rights Commission.

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

Section 1. The City Council intends to consider the removal of Dereka Williams-Robinson from the Human Rights Commission for non-compliance with the attendance requirement of the Code of Ordinances.

Section 2. The City Clerk is hereby authorized and directed to cause a notice to be mailed to Dereka Williams-Robinson and published as prescribed by Iowa Code Section 362.3 of a public hearing on the City's intent to remove Dereka Williams-Robinson from the Human Rights Commission, to be held on the 7th day of August 2023 at 6:30 p.m. in Dubuque, Iowa.

Passed, approved, and adopted this 17th day of July 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

4. Set for Public Hearing - Butler Children's Garden Voluntary Annexation Request: Upon motion the documents were received and filed and Resolution No. 232-23 Setting a public hearing on an application for voluntary annexation of territory to the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 21, 2023 in the Historic Federal Building.

**RESOLUTION NO. 232-23
SETTING A PUBLIC HEARING ON AN APPLICATION FOR VOLUNTARY ANNEXATION OF TERRITORY TO THE CITY OF DUBUQUE, IOWA**

Whereas, the City Council of Dubuque has received a written application from the Butler Children's Garden Foundation, Inc. (applicant and property owner) for the voluntary annexation of 18.717 acres of property. The property is comprised of undeveloped forest land just north of the Dubuque Arboretum in Dubuque County as shown on Exhibit A and legally described as:

ALL OF LOT 2 OF Y-CAMP PLACE NO. 3 IN DUBUQUE COUNTY, IOWA, CONTAINING 18.717 ACRES; and

Whereas, the annexation territory is not subject to an existing annexation moratorium agreement; and

Whereas, the annexation territory does not include state-owned property, county-owned road right-of-way, or any railroad right-of-way; and

Whereas, Chapter 368 of the Code of Iowa authorizes this annexation by adoption of a resolution and required notification; and

Whereas, the annexation territory is consistent with the City's Comprehensive Plan; and

Whereas, the future growth and development of the City of Dubuque, Iowa makes it desirable that the annexation territory be made part of the City of Dubuque, Iowa; and

Whereas, the City of Dubuque has the capacity to provide substantial municipal services to the annexation territory; and

Whereas, the annexation is in the public interest.

NOW THEREFORE, BE IT RESOLVED BY

THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. A public hearing will be held on the 21st day of August 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed annexation, and the City Clerk be and is hereby directed to cause the [provided] notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than fourteen days prior to the date of such hearing.

Passed, approved, and adopted this 17th day of July 2023.

Brad Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

BOARDS/COMMISSIONS

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

1. Civic Center Commission: One, 3-Year Term through June 29, 2024 (Vacant term of Gavin). Applicant: Danielle Jacobs, 3130 Shiras Ave.

2. Historic Preservation Commission: One, interim term due to vacancies of the Cathedral District term and Old Main District term. Applicants: Cole Hansen, 408 Burch St. (Lives outside of historic districts); Heidi Pettitt, 3116 Central Ave. (Lives outside of historic districts). This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 10 Commissioners total; currently 3 males /4 females /2 openings/ 1 Interim. City Clerk Breitfelder stated that Mr. Hansen submitted written input in support of his application.

3. Housing Commission: Two, 3-Year Terms through August 17, 2026 (Expiring At-Large terms of Dixon and Eudaley). Applicants: Matthew Henrick, 2115 Golden Eagle Dr.; Juanita Otis, 2509 Jackson St.; Julietta Scott, 2455 Woodlawn St.

4. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2026 (Vacant At-Large term of Vincent). Applicant: Michael Rabaglia, 1449 Jackson St.

Appointments were made to the following boards/commissions.

1. Transit Advisory Board: One, 3-Year Term through July 30, 2026 (Expiring Term of Orwoll). Applicant: Greg Orwoll, 2635 West 32nd St. Motion by Sprank to appoint Mr. Orwoll to the three-year term through July 30, 2026. Seconded by Rousell. Motion carried 6-0.

PUBLIC HEARINGS

1. Resolution Approving a Proposed Development Agreement by and between the City of Dubuque, Iowa and 799 Main, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Resnick to receive and file the documents and adopt Resolution No. 233-23 Approving a Development Agreement by and between the City of Dubuque, Iowa, and 799 Main, LLC including the issuance of Urban Tax Increment Revenue Obligations. Seconded by Farber. City Council Members and City Manager Van Milligen confirmed the development agreement contained a clause requiring the acceptance of housing choice vouchers. Motion carried 6-0.

RESOLUTION NO. 233-23 APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND 799 MAIN, LLC INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS

Whereas, 799 Main, LLC is the owner of the property legally described as follows:

City Lot 58, except the southerly 28.1 ft. thereof (also described as "North 23 ft. of City Lot 58); City Lots 56 and 57; in the City of Dubuque, Iowa according to the United States Commissioners' Map of the Town of Dubuque, Iowa (the Property); and

Whereas, the City Council, by Resolution No. 217-23, dated July 5, 2023, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and 799 Main, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on July 17, 2023 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement for redevelopment of the Property by 799 Main, LLC, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Development

Agreement by and between the City of Dubuque, Iowa, and 799 Main, LLC, a copy of which is [provided] hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved, and adopted this 17th day of July, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. John F. Kennedy Road and West 32nd Street Intersection Improvement Project: Motion by Resnick to receive and file the documents and adopt Resolution No. 234-23 Approval of plans, specifications, form of contract, and estimated cost for the John F. Kennedy Road and W. 32nd Street Intersection Improvement Project. Seconded by Wethal. Responding to questions from the City Council, City Engineer Gus Psihoyos stated that the water extension is for private water service requested by the developer and that a roundabout would not function well at the location due to the high volumes of traffic from the Dubuque Soccer Complex at specific times. Motion carried 6-0.

RESOLUTION NO. 234-23 APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE JOHN F. KENNEDY ROAD AND W. 32ND STREET INTERSECTION IMPROVEMENT PROJECT

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

That the [provided] plans, specifications, form of contract and estimate of total cost for the John F. Kennedy Road and W. 32nd Street Intersection Improvement Project, in the estimated amount of \$537,537.15 are hereby approved.

Passed, approved, and adopted this 17th day of July 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

PUBLIC INPUT

Martha Corfman, 1185 N. Booth St.; Ken Kiss, 16855 Muntz Ct.; Sara Ellert-Beck, 4851 Camelot Dr.; and Stormy Mochal, 1756 Wood St., respectively provided input regarding Action Item No. 5, requesting the City Council dedicate a portion of the Dubuque Industrial

Park for a bird sanctuary to protect the bird species that have recently been discovered at the property. City Clerk Breitfelder announced that written input was received from the following individuals regarding Action Item No. 5: Clark Schloz, 2925 Burlington St.; Kristin Anderson-Bricker and John Anderson-Bricker, 903 Merz St.; and Joanne Elley, 510 Primrose St.

ACTION ITEMS

1. Moody's Upgrade of City of Dubuque's Issuer Rating and Bonds: Motion by Farber to receive and file the documents and listen to the presentation. Seconded by Resnick. City Manager Van Milligen provided information from Moody's Investors Services regarding their upgrade of the City of Dubuque's issuer rating outstanding general obligation unlimited tax bonds to Aa2 from Aa3, as well as its outstanding moral obligation Sales Tax Increment Revenue Bonds, Senior Bond Series 2015A to A1 from A2 and clarified that this agenda item does not contain a presentation. City Council Members commended the rating upgrade and suggested that the city's Dollars and Cents brochure contain the updated ratings. City Manager Van Milligen stated that the Fiscal Year 2024 Dollars and Cents brochure has already been mailed to residents, but the online version will be modified to reflect the updated ratings. Motion carried 6-0.

2. Proceedings for Directing Sale of not to exceed \$6,250,000 Taxable General Obligation Bonds, Series 2023A and Awarding Bonds to Best Bidder: Motion by Resnick to receive and file the documents and adopt Resolution No. 235-23 Authorizing and approving a Loan Agreement, providing for the sale and issuance of Taxable General Obligation Corporate Purpose Bonds, Series 2023A, and providing for the levy of taxes to pay the same. Seconded by Wethal. Tionna Pooler of Independent Public Advisors summarized the bid results, stating that four bids were received involving 31 banks. Responding to a question from the City Council, Ms. Pooler summarized Moody's recommendations for the city to further improve its ratings. Motion carried 6-0.

RESOLUTION NO. 235-23 AUTHORIZING AND APPROVING A LOAN AGREEMENT, PROVIDING FOR THE SALE AND ISSUANCE OF \$6,090,000 TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2023A, AND PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Municipal Buildings Loan Agreement") and to

borrow money thereunder in a principal amount not to exceed \$450,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking repairs and improvements for municipal buildings (the "Municipal Buildings Project"), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 17, 2023, no petition had been filed with the City asking that the question of entering into the Municipal Buildings Loan Agreement; and

Whereas, the City also proposed to enter into a loan agreement (the "Parking Ramp Facilities Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$450,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking repairs and improvements to municipal parking ramp facilities (the "Parking Ramp Facilities Project"), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 17, 2023, no petition had been filed with the City asking that the question of entering into the Parking Ramp Facilities Loan Agreement; and

Whereas, the City also proposed to enter into a loan agreement (the "Five Flags Arena Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$700,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of undertaking repairs and improvements to the Five Flags Arena facilities (the "Five Flags Arena Project"), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 17, 2023, no petition had been filed with the City asking that the question of entering into the Five Flags Arena Loan Agreement; and

Whereas, the City also proposed to enter into a loan agreement (the "Urban Renewal Loan Agreement") and together with the Municipal Buildings Loan Agreement, the Parking Ramp Facilities Loan Agreement, and the Five Flags Arena Loan Agreement, the "Loan Agreements"), pursuant to the provisions of Section 384.24A and Section 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$4,650,000 for the purpose of paying the costs, to that extent, of undertaking the Mystique Community Ice Center (Dubuque Ice Arena) Settling Remediation and Building Improvements Project, an authorized urban renewal project in the Dubuque Greater Downtown Urban Renewal Area (the "Urban Renewal Project") and together with the Municipal Buildings Project, the Parking Ramp Facilities Project, and the Five Flags Arena Project the "Projects"), and in lieu of calling an election upon

such proposal, has published notice of the proposed action and has held a hearing thereon, and as of April 17, 2023, no petition had been filed with the City asking that the question of entering into the Urban Renewal Loan Agreement; and

Whereas, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined its authority under the Loan Agreements into a single loan agreement (the "Loan Agreement"); and

Whereas, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of Taxable General Obligation Corporate Purpose Bonds, Series 2023A (the "Bonds") to be issued in evidence of the obligation of the City under the Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal advisor to the City; and

Whereas, pursuant to advertisement of sale, bids for the purchase of the Bonds to be issued in evidence of the City's obligation under the Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

Whereas, upon final consideration of all bids, the bid of Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Purchaser"), was the best, such bid proposing the lowest interest cost to the City; and

Whereas, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The form of agreement of sale of the Bonds with the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to accept and execute the same for and on behalf of the City.

Section 2. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$6,090,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 3. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Bonds, in the aggregate principal amount of \$6,090,000, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Bonds shall be dated August 1, 2023, shall be issued in the denomination of \$5,000 each or any

integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

Year	Principal Amount	Interest Rate Per Annum	Year	Principal Amount	Interest Rate Per Annum
2025	\$200,000	5.00%	2035	\$320,000	4.45%
2026	\$215,000	6.00%	2036	\$340,000	4.50%
2027	\$220,000	6.00%	2037	\$360,000	4.55%
2028	\$230,000	5.00%	2038	\$375,000	4.60%
2029	\$245,000	5.00%	2039	\$395,000	4.65%
2030	\$250,000	5.00%	2040	\$415,000	4.70%
2031	\$265,000	5.00%	2041	\$440,000	4.75%
2032	\$280,000	4.30%	2042	\$460,000	4.80%
2033	\$290,000	4.35%	2043	\$485,000	4.85%
2034	\$305,000	4.40%			

Section 4. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2032 to 2043, inclusive, prior to and in any order of maturity on June 1, 2031, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2023. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of

maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-

entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The Bonds shall be in substantially the [provided] form:

Section 7. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (\$6,116,090.05), including original issue premium (\$64,696.30), and minus the original issue discount (\$38,606.25) (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$86,990.05) shall be retained by the Purchaser as the underwriter's discount.

A portion of the Loan Proceeds (\$5,731,916.67) (the "Project Proceeds") received from the sale of the Bonds shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The Loan Proceeds received as capitalized interest proceeds (\$242,683.33) shall be deposited into the Debt Service Fund for payment of interest on the Bonds as the same becomes due.

The remainder of the Loan Proceeds (\$54,500) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be

used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of \$491,220;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of \$496,220;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of \$488,320;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of \$485,120;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of \$488,620;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of \$481,370;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of \$483,870;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of \$485,620;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of \$483,580;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of \$485,965;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of \$487,545;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of \$493,305;

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of \$498,005;

For collection in the fiscal year beginning July 1, 2037, sufficient to produce the net annual sum of \$496,625;

For collection in the fiscal year beginning July 1, 2038, sufficient to produce the net annual sum of \$499,375;

For collection in the fiscal year beginning July 1, 2039, sufficient to produce the net annual sum of \$501,008;

For collection in the fiscal year beginning July 1, 2040, sufficient to produce the net annual sum of \$506,503;

For collection in the fiscal year beginning July 1, 2041, sufficient to produce the net annual sum of \$505,603; and

For collection in the fiscal year beginning July 1, 2042, sufficient to produce the net annual sum of \$508,523.

Section 9. A certified copy of this resolution shall be filed with the County Auditor of Dubuque County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Section 403.19 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. The City hereby reaffirms its intent to budget and appropriate incremental property tax revenues for the payment of some or all of the portion of principal of and interest on the Bonds attributable to the Urban Renewal Project identified in the preamble hereof.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful

for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. The Mayor and the City Clerk are authorized to execute and deliver any and all documents required by bond counsel to effectuate the purposes of this resolution and to issue the Bonds, including without limitation purchase agreements and closing certificates.

Section 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed, adopted, and approved this 17th day of July 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Investment Policy Certificate of Excellence Award: Motion by Resnick to receive and file the documents. Seconded by Farber. City Manager Van Milligen transmitted the notification of the City of Dubuque receiving the Association of Public Treasurers of the United States & Canada's 2023 Investment Policy Certificate of Excellence Award for the City's comprehensive investment policy. City Council Members congratulated Ms. Larson and her team on the accomplishment. Motion carried 6-0.

4. Submission of Fiscal Year Ended June 30, 2022 Annual Comprehensive Financial Report (ACFR) and Results of the 2022 Financial Statement Audit, Including Required Communications: Motion by Wethal to receive and file the documents and listen to the presentation. Seconded by Roussell. Ms. Larson made a presentation on the Fiscal Year 2022 (ACFR).

City Council Members commended the audit results not consisting of any findings. Motion carried 6-0.

5. Dubuque Audubon Society Proposal for Grassland Preserve: Motion by Wethal to receive and file the documents and refer to the City Council for discussion. Seconded by Farber. Mayor Cavanagh summarized his reasoning for placing this proposal from Ken Kiss of the Dubuque Audubon Society on the agenda and read an email that he sent to members of the public who contacted him regarding this request. Responding to a question from the City Council, City Attorney Brumwell stated that City Council Members can have discussions about agenda items with other individual City Council Members, but that serial meetings and quorums outside of public meetings were not permitted per the Iowa Open Meetings Law. When asked by City Council whether the city must take any specific action regarding the federally protected bird species identified at the Dubuque Industrial Park, City Manager Van Milligen and City Attorney Brumwell both stated they could not confirm at this time. James Olson, 867 Cleveland Ave., stated that the birds identified at the Dubuque Industrial Park are not endangered but are still considered significant species of grassland birds whose populations have been impacted by various factors. Responding to questions from the City Council, City Manager Van Milligen stated that the city is not eligible for a specific United States Fish and Wildlife Service Program in support of the bird species because the city does not meet the program's minimum population requirement, but that other programs may be considered. City Manager Van Milligen further stated that many city departments may be involved in researching additional information if City Council directs this request to city staff. City Council Members discussed the proposal and determined that the city's legal responsibilities regarding applicable federal protections toward the bird species at the Dubuque Industrial Park needed to be confirmed. The City Council concluded that additional information was needed for the proposal and that the proposal would need to be an established goal during the City Council's annual goal setting process before city staff conducted further work on the proposal. City Council Members encouraged the Dubuque Audubon Society to perform further research to identify other potential properties suitable for the bird species. Motion carried 6-0.

6. Automated Solid Waste Curbside Collection System Implementation Update: Motion by Resnick to receive and file the documents and listen to the presentation. Seconded by Sprank. Public Works Director John

Klostermann introduced Resource Management Coordinator Jacob Jansen, who made a presentation on the implementation plan for the automated solid waste conveyance system and continued progress reporting. City Council Members thanked Public Works staff for working with individuals who needed an accommodation for the tipper cart program and expressed enthusiasm for the implementation's progress. Motion carried 6-0.

7. Kerper Court and Kerper Boulevard Intersection Improvement Project: Motion by Sprank to receive and file the documents and adopt Resolution No. 236-23 Awarding public improvement contract for the Kerper Court and Kerper Boulevard Intersection Improvement Project. Seconded by Wethal. City Council Members expressed enthusiasm for this project. Motion carried 6-0.

**RESOLUTION NO. 236-23
AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE KERPER COURT AND KERPER BOULEVARD INTERSECTION IMPROVEMENT PROJECT**

Whereas, sealed proposals have been submitted by contractors for the Kerper court and Kerper Boulevard Intersection Improvement Project, (the Project) pursuant to Resolution No. 173-23 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 16th day of June 2023; and

Whereas, said sealed proposals were opened and read on the 7th day of July 2023 and it has been determined that Eastern Iowa Excavating and Concrete LLC of Cascade, Iowa, submitted low bid in the amount of \$1,061,072.28, and is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Eastern Iowa Excavating and Concrete LLC and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 17th day of July 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Adoption of a Policy for City Acceptance of Streets in Commercial Subdivisions: Motion by Roussell to receive and file the documents and adopt Resolution No. 237-23 Adopting a policy for city acceptance of streets in commercial subdivisions. Seconded by Sprank. Responding to a question from the City Council, City Manager Van Milligen stated that this

policy provides developers the choice to decide whether streets in commercial subdivisions will be public or private. City Council Members thanked city staff for swiftly proposing this policy swiftly after it was presented at the June 26, 2023, Economic Development work session. Motion carried 6-0.

**RESOLUTION NO. 237-23
ADOPTING A POLICY FOR CITY ACCEPTANCE OF STREETS IN COMMERCIAL SUBDIVISIONS**

Whereas, from 2006 to the date of this resolution, the City has not accepted streets as public in commercial subdivision; and

Whereas, the City is proposing that a new policy on street ownership in commercial subdivisions be adopted; and

Whereas, including public streets in commercial subdivisions allows greater vehicular, bicycle, and pedestrian connections which furthers the City Council Goal of "Connected Community: Equitable Transportation, Technology Infrastructure, and Mobility"; and

Whereas, providing developers options on street ownership will likely attract development in the area which furthers the City Council Goal of "Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity"; and

Whereas, the City now wishes to adopt a policy providing the requirements for City acceptance of streets in commercial subdivisions according to the [provided] Policy for City Acceptance of Streets in Commercial Subdivisions.

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

Section 1. The City does hereby approve and adopt the [provided] Policy for City Acceptance of Streets in Commercial Subdivisions.

Section 2. The Policy for City Acceptance of Streets in Commercial Subdivisions shall allow for project-specific exemptions to be approved by the City Council, or the City Manager where the project does not come before the City Council.

Passed, approved, and adopted this 17th day of July, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breifelder, City Clerk

9. Corrected Legal Description for Ordinance 30-23 for the Dubuque Industrial Center Economic Development District, Version 2023.3: Motion by Resnick to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended.

Seconded by Farber. Motion carried 6-0.

Motion by Resnick for final consideration and passage of Ordinance No. 30-23-A Correcting and amending Ordinance No. 30-23, previously amended, providing that general property taxes levied and collected each year on all property located within the amended and restated Dubuque Industrial Center Economic Development District Urban Renewal Area of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project by adding Subarea T to the Division of Revenues. Seconded by Farber. Motion carried 6-0.

**ORDINANCE NO. 30-23-A
CORRECTING AND AMENDING ORDINANCE NO. 30-23, PREVIOUSLY AMENDED, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED AND RE-
STATED DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL AREA OF THE CITY OF DUBUQUE, COUNTY OF DUBUQUE, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF DUBUQUE, COUNTY OF DUBUQUE, DUBUQUE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH THE AMENDED AND RE-
STATED DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL REDEVELOPMENT PROJECT BY ADDING SUBAREA T TO THE DIVISION OF REVENUES**

Whereas, the Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District (the "District") described in Resolution No. 130-88 was adopted on May 2, 1988 and was thereafter amended and restated by Resolution No. 484-90 on December 17, 1990, Resolution No. 142-97 on April 7, 1997, Resolution No. 478-97 on November 17, 1997, Resolution No. 15-08 on January 7, 2008, Resolution No. 101-08 on March 17, 2008, Resolution No. 109-08 on April 7, 2008, Resolution No. 87-11 on March

7, 2011, Resolution No. 171-13 on June 3, 2013, Resolution No. 197-15 on June 1, 2015, Resolution No. 309-15 on September 8, 2015, Resolution No. 132-16 on September 19, 2016, Resolution No. 157-18 and Resolution No. 158-18 on May 21, 2018, Resolution 380-18 on December 17, 2018, Resolution 125-21 and Resolution 126-21 on April 19, 2021, Resolution 323-21 and Resolution 324-21 on September 20, 2021, Resolution 387-21 on November 1, 2021, Resolution 197-22 on May 16, 2022, by Resolution 289-22 on September 6, 2022, by Resolution No. 290-22 on September 6, 2022, by Resolution 73-23 on March 20, 2023, by Resolution 74-23 on March 20, 2023, and by Resolution 180-23 on June 5, 2023 (as amended and restated, the "Urban Renewal Plan" or "Amended and Restated Urban Renewal Plan"); and

Whereas, the City Council of the City of Dubuque, Iowa originally provided for the division of taxes pursuant to Section 403.19 of the Code of Iowa within the District in Ordinance No. 26-88 passed and approved on May 2, 1988 and thereafter amended and restated by Ordinance No. 63-88 on December 5, 1988, by Ordinance No. 66-97 on November 17, 1997, by Ordinance No. 70-08 on October 20, 2008, by Ordinance No. 10-14 on February 3, 2014, by Ordinance No. 39-15 on June 1, 2015, by Ordinance No. 55-15 on September 8, 2015, by Ordinance No. 49-16 on September 19, 2016, Ordinance 18-18 on May 21, 2018, by Ordinance 45-18 on December 17, 2018, by Ordinance 15-21 and Ordinance 16-21 on April 19, 2021, by Ordinance 22-21 on June 7, 2021, by Ordinance 31-21 and Ordinance 32-21 on September 20, 2021, by Ordinance 37-21 on November 1, 2022, by Ordinance 21-22 on May 16, 2022, by Ordinance 28-22 on September 6, 2022, by Ordinance 28-22A on November 7, 2022, by Ordinance 10-23 on March 20, 2023, and by Ordinance 30-23 on June 5, 2023; and

Whereas, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the District, and the continuing needs of redevelopment within the District are such as to require the continued application of the incremental tax resources of the District; and

Whereas, the following enactment is necessary to accomplish the objectives described in the premises.

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

Ordinance Number 30-23-A is hereby amended to read as follows:

Section 1. Section 1 is amended to read as follows:

Section 1: For purposes of this Ordinance, the following terms shall have the following meanings:

(a) Original Project Area means that portion of the City of Dubuque, Iowa described in the Urban Renewal Plan for the District approved by Resolution No. 130-88 on May 2, 1988, and subsequently amended by Resolution No. 484-90 on December 17, 1990, which Original Project Area includes the lots and parcels located within the area now legally described as follows:

All of Dubuque Industrial Center Eighth Addition; and

All of Lot 1 Dubuque Industrial Center 13th Addition; and

Lot 2 Dubuque Industrial Center 13th Addition; and

Lot 1-2-2 Dubuque Industrial Center Fifth Addition; and

Lot 1 Dubuque Industrial Center Fifth Addition; and

Lot 1 Dubuque Industrial Center 11th Addition; and

Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and

Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and

Lot 1-3 Dubuque Industrial Center 12th Addition; and

Lot 1 of lot 3 of final plat of lot 1 of Dubuque Industrial Center First Addition; and

Lot 1 Dubuque Industrial Center 10th Addition; and

Lot 2-3 Dubuque Industrial Center 12th Addition; and

Lots 1 & 2 of final plat of lot 1 of Dubuque Industrial Center First Addition; and

Lot 1 Dubuque Industrial Center 12th Addition; and

Lot 2 Dubuque Industrial Center Ninth Addition; and

Lot 2 Dubuque Industrial Center 12th Addition; and

Lot 2-2 Dubuque Industrial Center Sixth Addition; and

Lot 3 Dubuque Industrial Center Ninth Addition; and

Lot 1 Dubuque Industrial Center Sixth Addition; and

Lot 2 of 2 Dubuque Industrial Center 7th Addition; and

Lot 2-1 Walter Addition; and

Lot 2-1 Walter Addition; and

And all adjoining public right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

The Original Project Area is referred to as "Subarea A" in the Urban Renewal Plan hereinafter described.

(b) Subarea B has been removed from the division of revenues by Ordinance 22-21 on June 7, 2021.

(c) Subarea C means that portion of the City of Dubuque, Iowa described as Subarea C in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 289-22 on September 6, 2022, which Subarea C includes the lots and parcels located within the area legally described as follows:

Lots 1 and 2 of Dubuque Industrial Center North Second Addition;

Lots 2, 3, C and A of Dubuque Industrial Center North First Addition, excepting that Part of said Lot A originally platted as Lot 2 of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 30, T89N, R2E of the 5th PM; and

any adjoining public street right-of-way, all in the City of Dubuque, Dubuque County, Iowa,

EXCEPT those lots and parcels included in Subarea K, those lots and parcels included in Subarea O, and those lots and parcels included in Subarea R.

(d) Subarea D means that portion of the City of Dubuque, Iowa described as Subarea D in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 109-08 on April 7, 2008, which Subarea D includes the lots and parcels located within the area legally described as follows:

Lots 1, 2, and B and all of the right of way of Chavenelle Court in Dubuque Industrial Center West 8th Addition in the City of Dubuque, Dubuque County, Iowa.

(e) Subarea E means that portion of the City of Dubuque, Iowa described as Subarea E in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 73-23 on March 20, 2023, which Subarea E includes the lots and parcels located within the area legally described as follows:

All of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa, except Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa; and

All of Seippel Road right of way from the north boundary line of Lot 1 of 1 of South Fork Subdivision No. 1 in the City of Dubuque, to the south boundary lines of Lot H of Dubuque Industrial Center West and Lot 1 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Dubuque County, Iowa, including crossings at the intersections of Old Highway Road and Chicago Central & Pacific Railroad rights-of-way.

(f) Subarea F means that portion of

the City of Dubuque, Iowa, and Dubuque County described as Subarea F in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 197-15 on June 1, 2015, which Subarea F includes the lots and parcels located within the area legally described as follows:

Lot one (1) of Graf Farm Subdivision #2, Dubuque County, Iowa, according to the recorded plat thereof;

Lot 1 of Lot 1 of Lot 1 of Lot 1 of West One-half of Northeast One-quarter, Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa;

Lot 2 in "W.A. Norman Place" in Section 25, Center Township, Dubuque County, Iowa, according to the plat thereof; and

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa.

(g) Subarea G means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea G in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 309-15 on September 8, 2015, which Subarea G includes the lots and parcels located within the area legally described as follows:

The South one-half of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

Lot 1 of Lot 1 of the Northwest Quarter of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

Lot 2 of McFadden Farm Place #2, in the City of Dubuque, Iowa.

Lot 2 of McFadden Farm Place, in the City of Dubuque, Iowa.

Lot A of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

Lot A of Lot 1 of 1 of the Northwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

All in the City of Dubuque, Dubuque County, Iowa.

(h) Subarea H means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea H in the Amended and Restated Urban Renewal Plan for the District approved by

Resolution No. 332-16 on September 19, 2016, which Subarea H includes the lots and parcels located within the area legally described as follows:

Lot 1 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and Lot 2 of Lot 1 of Lot 1 of Lot 2 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, of Section 30, in Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa.

(i) Subarea I means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea I in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea I includes the lots and parcels located within the area legally described as follows:

Lot 2 Seippel Road Place #2, Dubuque County, Iowa.

Lot 2-1-1 of the Southeast Quarter of the Southeast Quarter of Section 25, Township 89 North, Range 2 East of the 5th P.M., Dubuque County, Iowa

(j) Subarea J means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea J in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea J includes the lots and parcels located within the area legally described as follows:

Lot 2 Julien Care Place, Dubuque County, Iowa.

Lot 3 Julien Care Place, Dubuque County, Iowa

Lot 2-1 Julien Care Place, Dubuque County, Iowa

(k) Subarea K means that portion of the City of Dubuque, Iowa, removed from Subarea C of the District by Version 2018.1 of the Amended and Restated Plan for the District approved by Resolution No. 157-18, and added to the District by Version 2018.2 of the Amended and Restated Plan for the District approved by Resolution No. 158-18 as Subarea K, all on May 21, 2018, which Subarea K includes the lots and parcels located within the area legally described as follows:

Lot 1 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa.

(l) Subarea L means that portion of the City of Dubuque, Iowa described as Subarea L in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 380-18 on December 17, 2018, which Subarea L includes the lots and parcels located within the area legally described as follows:

Lot 1 of Loretta Bahl's Homestead, in the City of Dubuque, Iowa, comprised of Lot 1 of the West 30 Acres of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 19, Township 89 North, Range 2 East of the 5th P.M. all in the City of Dubuque, Dubuque County, Iowa.

(m) Subarea M means that portion of the City of Dubuque, Iowa described as Subarea M in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 380-18 on December 17, 2018, which Subarea M includes the lots and parcels located within the area legally described as follows:

Lot 2 of the Subdivision of Lot 2 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 89 North, Range 2 East of the 5th P.M. all in the City of Dubuque, Dubuque County, Iowa.

(n) Subarea N means that portion of the City of Dubuque, Iowa described as Subarea N in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 126-21 on April 19, 2021, which Subarea N includes the lots and parcels located within the area legally described as follows:

Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa; and

All of the street right of way of Innovation Drive adjacent to Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa.

All in the City of Dubuque, Iowa

(o) Subarea O means that portion of the City of Dubuque, Iowa removed from Subarea C and now described as Subarea O in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 324-21 on September 20, 2021, which Subarea O includes the lots and parcels located within the area legally described as follows:

Lot 2 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa; and

A Part of Lot C in Dubuque Industrial Center North First Addition in the City of Dubuque, Iowa, being more particularly described as follows:

Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa;

Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 ft. to the Point of Beginning;

Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 ft.;

Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 ft.;

Thence North 19 degrees 12 minutes 36 seconds East, 433.37 ft., to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa;

Thence North 90 degrees 00 minutes 00 seconds West, 231.12 ft.;

Thence North 60 degrees 11 minutes 47 seconds West, 280.07 ft.;

Thence North 51 degrees 38 minutes 25 seconds West, 318.12 ft.;

Thence South 57 degrees 28 minutes 14 seconds West, 86.87 ft.;

Thence South 18 degrees 59 minutes 51 seconds East, 140.84 ft.;

Thence South 51 degrees 57 minutes 52 seconds East, 101.08 ft.;

Thence South 01 degree 57 minutes 06 seconds East, 108.09 ft.;

Thence South 33 degrees 59 minutes 54 seconds East, 90.10 ft.;

Thence South 44 degrees 57 minutes 34 seconds East, 130.53 ft.;

Thence South 12 degrees 19 minutes 12 seconds West, 171.97 ft.;

Thence South 87 degrees 35 minutes 13 seconds West, 260.33 ft.;

Thence South 02 degrees 35 minutes 19 seconds East, 40.00 ft., to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.

All in the City of Dubuque, Iowa

(p) Subarea P means that portion of Dubuque County and the City of Dubuque, Iowa described as Subarea P in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 387-21 on November 1, 2021, which Subarea P includes the lots and parcels located within the area legally described as follows:

Lot 2 of Wertzberger Acres No. 3, in Table Mound Township, Dubuque County, Iowa, according to the recorded Plat thereof; and

The Southwest 1/4 of the Northeast 1/4, Lot 1 of the Northwest 1/4 of the Northeast 1/4, Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4, and Lot 2 of the Southeast 1/4 of the Northeast 1/4, in Section 14, Township 88 North, Range 2 East of the 5th P.M., in Dubuque County, Iowa, according to United States Government Survey and the recorded Plats thereof, excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the

Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the Warranty Deed filed as Instrument Number 2010-00003964 in the Dubuque County Recorder's Office, and excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the Warranty Deed filed as Instrument Number 2011-00011776 in the Dubuque County Recorder's Office; and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the warranty deed filed as instrument number 2010-00003964 in the Dubuque County Recorder's Office, and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the warranty deed filed as instrument number 2011-00011776 in the Dubuque County Recorder's Office; and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of the Southwest 1/4 of the Northwest 1/4, all in Section 13, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 7.50 acres and as shown and described in the warranty deed filed as instrument number 2010-00007163 in the Dubuque County Recorder's Office; and

A part of that land acquired for high-way right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of 3 of Archdiocese Place No. 2 at Key West in Section 11, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque and of Lot 2 of the Northwest 1/4 of the Northeast 1/4 and of Lot 2 of 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 1 of the Southeast Quarter of the Northeast Quarter, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 51.12 acres and as shown and described in the warranty deed filed as instrument number 2011-00018392 in the Dubuque County Recorder's Office, more particularly described as follows:

Commencing at the east 1/4 corner of said section 14; thence south 87° (degrees) 30' (minutes) 08" (seconds) west (assumed bearing for the purpose of this description) on the south line of the northeast 1/4 of said section 14, a distance of 316.67 ft. to the southeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4 which is on the present northwesterly right-of-way line of U.S. highway 61, being the point of beginning of the area herein described; thence continuing south 87°30'08" west on said south line, also being the south line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 744.37 ft. to the west line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 01°46'59" west on said west line, 365.46 ft.; thence north 02°36'29" west on said west line, 258.32 ft. to the northwesterly line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 15°33'01" east on said northwesterly line, 189.90 ft.; thence north 20°16'31" east on said northwesterly line, 100.25 ft.; thence north 31°16'30" east on said northwesterly line, 371.74 ft.; thence north 51°35'55" east on said northwesterly line, 46.89 ft.; thence north 26°34'03" east on said northwesterly line, 112.65 ft. to the northwest corner of said lot 1 of the southeast 1/4 of the northeast 1/4, also being the southwest corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4; thence north 35°25'51" east on the westerly and southwesterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, a distance of 200.90 ft.; thence north 01°11'53" west on said westerly and southwesterly line, 284.09 ft.; thence north 51°36'20" west on said westerly and southwesterly line,

173.35 ft.; thence south 73°41'30" east a distance of 115.82 ft.; thence south 48°36'34" east on the northeasterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, 759.07 ft. to the southeast corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, also being the northeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4; thence south 02°41'19" east on the easterly line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 954.91 ft. to the present northwesterly right-of-way line of U.S. highway 61; thence south 38°00'39" west on said northwesterly right-of-way line, 485.62 ft. to the point of beginning, containing 31.49 acres, more or less; and

An 80-foot-wide strip of land in the Southeast Half of Section 31, Township 89 North, Range 2 East, The Southwest Quarter of Section 32, Township 89 North, Range 2 East, the North Half of Section 5, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 4, Township 88 North, Range 2 East, the South Half of Section 3, Township 88 North, Range 2 East, the Southwest Quarter of Section 2, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 11, Township 88 North, Range 2 East, and the Northeast Quarter of Section 14, Township 88 North, Range 2 East, of the Fifth P.M., centered on the following described line:

Commencing at the Southeast Corner of Lot B, Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa (Record Doc. #2014-1397), at the Northerly Right-of-Way of Seippel Road; thence South 35°44'18" East (Record North 35°52'10" West) along the East Line of said First Addition, 11.13 ft.; thence South 10°51'45" East, 40.00 ft. to the centerline of Seippel Road, the Point of Beginning; thence North 79°08'15" East along said centerline, 1004.09 ft.; thence Easterly along the centerline of U. S. Highway 52 and the extension thereof an arc length of 880.50 ft. along a 1,200.00 foot radius curve being concave southerly, having a long chord of South 79°50'32" East, 860.88 ft.; thence South 58°49'18" East along said centerline of U. S. Highway 52, 2,489.33 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 3,363.36 ft. along a 12,000.00 foot radius curve being concave Northeasterly, having a long chord

of South 66°51'04" East, 3,352.36 ft.; thence South 74°52'50" East along said centerline of U. S. Highway 52, 1318.07 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,569.39 ft. along a 12,000.00 foot radius curve being concave Southwesterly, having a long chord of South 71°08'02" East, 1,568.27 ft.; thence South 67°23'15" East along said centerline of U. S. Highway 52, 1093.39 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,414.18 ft. along a 23,000.00 foot radius curve being concave Southwesterly, having a long chord of South 65°37'33" East, 1,413.95 ft.; thence South 63°51'52" East along said centerline of U. S. Highway 52, 947.44 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,134.73 ft. along a 8,000.00 foot radius curve being concave Northeasterly, having a long chord of South 67°55'41" East, 1,133.78 ft.; thence South 71°59'29" East along said centerline of U. S. Highway 52, 3,507.89 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 7,787.63 ft. along a 7,500.00 foot radius curve being concave Southwesterly, having a long chord of South 42°14'42" East, 7,442.46 ft.; thence South 12°29'54" East along said centerline of U. S. Highway 52, 750.54 ft.; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 449.54 ft. along a 4,000.00 foot radius curve being concave Northeasterly, having a long chord of South 15°43'05" East, 449.31 ft., to the End Point, the sidelines of said 80-foot-wide strip of land are to be shortened or lengthened to the intersection of the easterly line of Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa as recorded in Doc. #2014-1397 and the intersection of the northerly line of Lot 1 and Lot 1 of 1 as recorded in Doc. #2010-3964.

(q) Subarea Q means that portion of the City of Dubuque, Iowa described as Subarea Q in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 197-22 on May 16, 2022, which Subarea Q includes the lots and parcels located within the area legally described as follows:

Lot 1-5 of Dubuque Industrial Center West 5th Addition in the City of Dubuque, Iowa

All in the City of Dubuque, Iowa

(r) Subarea R means that portion of the City of Dubuque, Iowa described as Subarea R in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 290-22A on November 7, 2022, which Subarea R includes the lots and parcels located within the area legally described as follows:

Part of Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows: Commencing at the southeast corner of said Lot 3; thence N00°36'04"W, 364.16 ft. along the east line of said Lot 3; thence S89°24'16"W, 502.28 ft. along the outside face of the south wall of the existing building to the point of beginning; thence S00°35'44"E, 37.00 ft.; thence S89°24'16"W, 170.00 ft.; thence N00°35'44"W, 32.00 ft.; thence S89°24'16"W, 210.00 ft.; thence N00°35'44"W, 362.00 ft.; thence N89°24'16"E, 255.00 ft. to the northerly extension of the outside face of the west wall of the existing building; then S00°35'44"E, 357.00 ft. along said face of the west wall of the southwest corner of the existing building; thence N89°24'16"E, 125.00 ft. along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres

All in the City of Dubuque, Iowa.

(s) Subarea S means that portion of the City of Dubuque, Iowa described as Subarea S in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 74-23 on March 20, 2023, which Subarea S includes the lots and parcels located within the area legally described as follows:

Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa

All in the City of Dubuque, Iowa.

(t) Subarea T means that portion of the City of Dubuque, Iowa described as Subarea T in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 180-23 on June 5, 2023, which Subarea T includes the lots and parcels located within the area legally described as follows:

The East 10 Acres of the Southwest Quarter of the Southeast Quarter of Section 19, T89N, R2E, of the 5th P.M., Dubuque County, Iowa

All in the City of Dubuque, Iowa.

(u) Amended Project Area means that portion of the City of Dubuque, Iowa and Dubuque County included within the Original Project Area, Subarea C, Subarea D, Subarea E, Subarea F, Subarea G, Subarea H, Subarea I, Subarea J, Subarea K, Subarea L, Subarea M, Subarea N, Subarea O, Subarea P, Subarea Q, Subarea R, Subarea S, and Subarea T each as described in this Section.

Section 2. Section 3 is amended to read as follows:

Section 3: As to the Original Project Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Original Project Area upon the total sum of the assessed value of the taxable property in the Original Project Area as shown on the assessment roll as of January 1, 1987, being the first day of the calendar year preceding the effective date of Ordinance No. 26-88, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such Subarea.

As to Subarea B, Subarea B has been removed from the division of revenues by Ordinance 22-21. Subarea B will remain within the District.

As to Subarea C (except the lots and parcels now forming Subarea K and those lots and parcels removed by Amended and Restated Urban Renewal Plan Version 2021.4 now forming Subarea O, and those lots and parcels removed by Ordinance 27-22, now forming Subarea R), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 70-08, and base values shall be reduced due to the removal of area from Subarea C.

As to Subarea D, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 70-08.

As to Subarea E, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2013, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 10-14.

As to Subarea F, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2014, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 39-15.

As to Subarea G, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2014, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 55-15.

As to Subarea H, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea I, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea J, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea K, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 18-18.

As to Subarea L, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 45-18.

As to Subarea M, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 45-18.

As to Subarea N, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2020, being the assessment roll applicable to property in such subarea as of January 1 of preceding the effective date of Ordinance No. 16-21.

As to Subarea O, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2020, being the assessment roll applicable to property in such subarea as of January 1 of preceding the effective date of Ordinance 32-21.

As to Subarea P, Subarea P has been removed from the division of revenues by Ordinance 21-22. Subarea P will remain within the District.

As to Subarea Q, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2021, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 21-22.

As to Subarea R, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2021, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 28-22-A.

As to Subarea S, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2022, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year

preceding the effective date of Ordinance No. 10-23.

As to Subarea T, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2022, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of this Ordinance No. 30-23-A.

Section 3: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 17th day of July, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk

Published officially in the Telegraph Herald newspaper on the 21st day of July, 2023.

/s/Adrienne N. Breitfelder, City Clerk

10. An Ordinance Amending Tax Increment Ordinance 33-23 for the Switch Homes Housing Urban Renewal Area: Motion by Resnick to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Motion carried 6-0.

Motion by Resnick for final consideration and passage of Ordinance No. 34-23 Amending Ordinance 33-23 providing that general property taxes levied and collected each year on all property located within the Switch Homes Housing Urban Renewal Area, in the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with said Switch Homes Housing Urban Renewal Area. Seconded by Farber. Motion carried 6-0.

**ORDINANCE NO. 34-23
AMENDING ORDINANCE 33-23 PROVIDING
THAT GENERAL PROPERTY TAXES LEVIED
AND COLLECTED EACH YEAR ON ALL
PROPERTY LOCATED WITHIN THE
SWITCH HOMES HOUSING URBAN RE-
NEWAL AREA, IN THE CITY OF DUBUQUE,
COUNTY OF DUBUQUE, STATE OF IOWA,
BY AND FOR THE BENEFIT OF THE STATE
OF IOWA, CITY OF DUBUQUE, COUNTY OF
DUBUQUE, DUBUQUE COMMUNITY
SCHOOL DISTRICT AND OTHER TAXING
DISTRICTS, BE PAID TO A SPECIAL FUND
FOR PAYMENT OF PRINCIPAL AND**

INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH SAID SWITCH HOMES HOUSING URBAN RENEWAL AREA

Whereas, the City Council of the City of Dubuque, Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 219-23 passed and approved on the 5th day of July, 2023, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the Switch Homes Housing Urban Renewal Area (the "Urban Renewal Area"); and

Whereas, expenditures and indebtedness are anticipated to be incurred by the City of Dubuque, Iowa in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan and the future needs for redevelopment within the Urban Renewal Area are such as to require the application of the incremental tax resources of the Urban Renewal Area; and

Whereas, the City Council of the City of Dubuque, Iowa desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended, and the Urban Renewal Plan.

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

Section 1. For purposes of this Ordinance 34-23, the following terms have the following meanings:

(a) Project Area shall include that area described as follows:

Being a part of Lot 2 of Dondelinger Place as recorded in Book 1991, Page 11917 of the Dubuque County Recorder's Office and part of Mozena Farm South as recorded in Book 2005, Page 17498 of the Dubuque County Recorder's Office, in the City of Dubuque, Dubuque County, Iowa described as:

Beginning at the Northwest Corner of said Lot 2; thence N72°27'42"E, 2,194.85 ft.; thence N56°07'31"E, 396.82 ft.; thence S33°52'29"E, 394.69 ft.; thence S50°29'15"E, 130.26; thence N89°40'48"E, 130.97 ft.; thence N77°22'37"E, 173.84 ft.; thence S02°16'36"E, 415.43 ft.; thence S90°00'00"W, 268.87 ft.; thence N58°02'17"W, 166.25 ft.; thence S18°08'06"W, 109.49 ft.; thence S33°32'39"E, 269.61 ft.; thence S27°57'58"E, 125.44 ft.; thence N63°50'06"E, 9.82 ft.; thence S08°12'40"W, 197.54 ft.; thence

S30°22'45"E, 414.69 ft.; thence
S19°35'15"E, 239.99 ft.; thence
S65°31'10"W, 39.88 ft.; thence
S61°48'26"W, 235.25 ft.; thence
S88°18'27"W, 119.49 ft.; thence
S17°53'14"W, 96.62 ft.; thence
S19°29'58"E, 205.01 ft.; thence
S88°55'46"W, 42.16 ft.; thence
N19°29'58"W, 205.21 ft.; thence
N17°53'14"E, 138.38 ft.; thence
N88°18'27"E, 138.30 ft.; thence
N61°48'26"E, 231.62 ft.; thence
N19°35'15"W, 199.20 ft.; thence
N30°22'45"W, 424.92 ft.; thence
N08°12'40"E, 168.21 ft.; thence
S41°51'35"W, 2.07 ft.; thence
N27°57'58"W, 96.14 ft.; thence
N32°25'45"W, 326.20 ft.; thence
N24°30'57"W, 122.74 ft.; thence
S88°34'08"W, 169.93; thence
N72°15'00"W, 110.53 ft.; thence
S86°36'29"W, 110.92; thence
S13°21'23"E, 125.00 ft.; thence 30.03 ft. along a 195.50 foot radius curve concave Southerly (chord bearing S72°14'35"W, 30.00 ft.); thence
N22°09'26"W, 123.41 ft.; thence
S58°21'30"W, 114.03 ft.; thence
S40°44'49"W, 194.12 ft.; thence
S31°11'14"W, 67.99 ft.; thence
S59°14'39"W, 101.31 ft.; thence
N01°51'39"W, 168.56 ft.; thence
S88°44'30"W, 1,330.51 ft.; thence
S00°32'54"E, 49.50 ft.; thence
S68°31'02"W, 279.63 ft.; thence
S02°07'32"E, 725.50 ft.; thence
N76°38'23"W, 10.43 ft.; thence 71.26 ft. along a 787.25 foot radius curve concave Southerly (chord bearing N79°13'57"W, 71.24 ft.); thence
N02°09'42"W, 258.81 ft.; thence
S87°00'09"W, 55.34 ft.; thence
N02°10'30"W, 595.45 ft. to the Point of Beginning.

And

The immediately adjacent right of way to the area previously described of the Northwest Arterial lying within the corporate limits of the City of Dubuque described as:

Commencing at the Northwest Corner of said Lot 2; thence N72°27'42"E, 826.19 ft. to the Point of Beginning; thence N17°32'18"W, 266.57 ft.; thence N74°33'33"E, 1369.58 ft.; thence S17°32'18"E, 216.44 ft.; thence S72°27'42"W, 1368.66 ft. to the Point of Beginning.

All in the City of Dubuque, Iowa

(b) Urban Renewal Plan shall mean the Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area, approved by Resolution No. 219-23 on July 5, 2023, as

the same may be amended from time to time.

Section 2. That the taxes levied on the taxable property in the Urban Renewal Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1, 2023, being January 1 of the calendar year preceding the first calendar year in which the City of Dubuque is expected to certify to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred to herein as the "base period taxes" for such Urban Renewal Area.

Section 4. That portion of the taxes each year in excess of the base period taxes determined for the Urban Renewal Area as provided in Section 3 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Dubuque, Iowa hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12 of the Code of Iowa, as amended, incurred by the City of Dubuque, Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Iowa Code Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Iowa Code Section 257.19 (but in each case only to the extent required under Iowa Code Section 403.19(2)); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Iowa Code Section 346.27(22) related to joint county-city buildings; and (iv) any other exceptions described in Section 403.19 shall be collected against all taxable property within the Project Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Project Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Dubuque, Iowa referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the division of taxes from taxable property in the Urban Renewal Area under the provisions of Section 403.19 of the Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Urban Renewal Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 17th day of July, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Adrienne N. Breitfelder, City Clerk

Published officially in the Telegraph Herald newspaper on the 21st day of July, 2023.

/s/Adrienne N. Breitfelder, City Clerk

11. Work Session Request: Four Mounds Foundation: Motion by Roussell to receive and file the documents and schedule the work session for Monday, August 7, 2023, at 5:00 p.m. Seconded by Sprank. City Manager Van Milligen stated that some City Council Members have expressed challenges arriving at 5:00 p.m. for the work session and proposed the start time be changed to 5:15 p.m. Motion amended by Roussell to start the work session at 5:15 p.m. Seconded by Sprank. Motion carried 6-0.

12. Work Session Request: Smart Parking Mobility Management Plan Update: Motion by Sprank to receive and file the documents and schedule the work session for Monday, September 11, 2023, at 6:00 p.m. Seconded by Roussell. Motion carried 6-0.

COUNCIL MEMBER REPORTS

Council Member Roussell reported on volunteering at a farmer's market booth to promote Dubuque Trees Forever in which she had a conversation with a couple who were new to Dubuque and were enthusiastic about residing in the community.

Council Member Resnick reported on attending a Grand Opera House performance of Into the Woods.

Council Member Farber reported on the strong attendance at the recent Millwork Night Market.

Council Member Wethal reported on attending an event at St. Mark Youth Enrichment.

CLOSED SESSION

Motion by Resnick to convene in closed session at 8:49 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Farber. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 6-0.

The City Council reconvened in open session at 9:32 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:32 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 5:30 p.m. on July 31, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting such business that may properly come before the City Council and conducting work sessions on the Historic Millwork District Master Plan Update and Inclusive Dubuque and Project HOPE Quarterly Updates

ACTION ITEMS

1. New law in Iowa related to Public Nuisance Bars. Motion by Roussell to receive and file the documents and listen to presentation. Seconded by Sprank. City Attorney Brumwell and Police Chief Jeremy Jenson provided information regarding new law signed by the Governor. This law allows Cities and Counties the ability to file suit if it is believed a public safety nuisance that constitutes a serious threat to the public safety exists at a retail alcohol license premise. This information is being present to city council as an educational piece for them and the public as the Iowa Alcohol Beverage Division has no current educational plan in place for this code update. Motion carried 7-0.

WORK SESSION 1

Historic Millwork District Master Plan Update

Consultant Andrew Dresdner from Bolton & Menk presented on the current status of the Historic Millwork District Master Plan Update. This item will need City Council approval and will be presented at a future City Council meeting. Mr. Dresdner responded to questions from the City Council following the presentation.

WORK SESSION 2

Inclusive Dubuque and Project HOPE Quarterly Updates

Clara Lopez Ortiz Equity Officer for the Community Foundation of Greater Dubuque presented a quarterly report on Inclusive

Dubuque. Alex Baum Director of Initiatives for the Community Foundation of Greater Dubuque presented a quarterly report on Project HOPE, including information from the Immigration Community Assessment. City Council requested to be sent a copy of the MIT research paper discussed in the presentation. Both presenters responded to questions from the City Council following the presentations.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:25 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1),(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell and Attorney Connor Wasson of Ahlers and Cooney, P.C. Motion carried 7-0.

The City Council reconvened in open session at 8:56 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:58 p.m.

/s/ Trish L. Gleason, MMC, Assistant City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 5:15 p.m. on August 7, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank; Wethal; City Manager Van Milligan arrived at 5:17 p.m. Assistant City Manager Burbach, City Attorney Brumwell

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Sustainable Dubuque – Greenhouse Gas Inventory Update and Energy Efficiency in Commercial Buildings Update and a Four Mounds Foundation Update Work Session.

WORK SESSION #1

1. Sustainable Dubuque – Greenhouse Gas Inventory Update and Energy Efficiency in Commercial Buildings Update: Rachel Meier, Senior Associate, Team Lead on Public Sector GHG Inventories for Lotus Engineering and Sustainability provided a virtual presentation regarding Dubuque's Greenhouse Gas Inventory and how positive declines have been seen in the data collected. Sustainable Community Coordinator Gina Bell and Climate Action Coordinator Amanda Lewis updated Council on energy efficiency in commercial buildings. All presenters responded to questions from the Council following their presentation.

WORK SESSION #2

2. Four Mounds Foundation Update: Jill Courtney, Four Mounds Executive Director shared information on their past, current, and future work and initiatives, many of which relate to the City Council's equity goals. Ms. Courtney played a prerecorded presentation by Becky Bodish, Four Mounds Program Manager. Leisure Services Manager Marie Ware was present to answer questions from the City Council. All Council members expressed their appreciation for the great work being done by the Four Mounds Foundation.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:15 p.m.

/s/Trish L. Gleason, Assistant City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on August 7, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PROCLAMATION(S)

1. National Health Center Week (August 6 -12) was accepted by Cayla Schneider, Director of Mission Advancement and Community Relations on behalf of Mission Advancement and Community Relations and Crescent Community Health Center.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of 07/17/23; Historic Preservation Commission of 7/26/23; Library Board of Trustees Update of 6/22/23; Resilient Community Advisory Commission of 7/13/23; Proof of Publication for City Council Proceedings of 6/20/23, 6/26/23, 6/28/23, and 7/5/23. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Matthew Kline for vehicle damage and personal injury; Donald Sloan for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Matthew Kline for vehicle damage and personal injury;

Donald Sloan for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 238-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 238-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

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

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

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

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

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

Passed, approved, and adopted this 7th day of August, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

5. Fiscal Year 2024 Updated Dollars and Cents Brochure Including Moody's Bond rating Upgrade: Upon motion the documents were received and filed.

6. Proposed Downtown Rehabilitation Grant Award: Upon motion the documents were received and filed, and Resolution No. 239-23 Approving a Grant Agreement by and Between the City of Dubuque, Iowa, and Nia Neighborhoods Opportunity Zone Fund, LLC for the Redevelopment of 1398 White Street was adopted.

**RESOLUTION NO. 239-23
APPROVING A GRANT AGREEMENT BY
AND BETWEEN THE CITY OF DUBUQUE,
IOWA AND NIA NEIGHBORHOODS OPPOR-
TUNITY ZONE FUND, LLC FOR THE REDE-
VELOPMENT OF 1398 WHITE STREET**

Whereas, Nia Neighborhoods Opportunity Zone Fund, LLC is the owner of the building at 1398 White Street in the City of Dubuque, Iowa (the "Development Property") legally described as:

The North 24.9 ft. of Lot 482 in the City of Dubuque, Iowa, according to the United States Commissioner's Map thereof; and

Whereas, Nia Neighborhoods Opportunity Zone Fund, LLC has applied to the City of Dubuque Economic Development Department (the "City") for a Façade Grant, a Planning & Design Grant, and a Financial Consultant Grant (the "Grants") for the rehabilitation of the Development Property (the "Project"); and

Whereas, the Project is eligible for the Grants; and

Whereas, City and Nia Neighborhoods Opportunity Zone Fund, LLC have tentatively entered into a Grant Agreement for the Development Property (the "Grant Agreement"), a copy of which is [provided] hereto; and

Whereas, it is the determination of the City Council that approval of the Grant Agreement for redevelopment of the Development Property by Nia Neighborhoods Opportunity Zone Fund, LLC, according to the terms and conditions set out in the Grant Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Grant Agreement between the City of Dubuque and Nia Neighborhoods Opportunity Zone Fund, LLC is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Grant Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Grant Agreement as herein approved.

Passed, approved, and adopted this 7th day of August, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistance City Clerk

7. Authorizing Contract 23-CTBF-012 by and between the City of Dubuque, Iowa, and the Iowa Economic Development Authority for the rehabilitation of 1398 White Street: Upon motion the documents were received and filed, and Resolution No. 240-23 Authorizing Contract 23-CTBF-012 by and between the City of Dubuque, Iowa, and the Iowa Economic Development Authority for a Community Catalyst Building Remediation Grant to Nia Neighborhoods Opportunity Zone Fund, LLC for the Rehabilitation of 1398 White Street in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 240-23
AUTHORIZING CONTRACT 23-CTBF-012
BY AND BETWEEN THE CITY OF DUBU-
QUE, IOWA, AND THE IOWA ECONOMIC
DEVELOPMENT AUTHORITY FOR A COM-
MUNITY CATALYST BUILDING REMEDIA-
TION GRANT TO NIA NEIGHBORHOODS
OPPORTUNITY ZONE FUND, LLC FOR THE
REHABILITATION OF 1398 WHITE STREET
IN THE CITY OF DUBUQUE, IOWA**

Whereas, Nia Neighborhoods Opportunity Zone Fund, LLC has proposed making a One Hundred Fifty Thousand Dollar (\$188,000.00) investment for the rehabilitation of 1398 White Street in the City of Dubuque, Iowa (the Project); and

Whereas, financial assistance from the Iowa Economic Development Authority is designed to assist communities with the development or rehabilitation of buildings to stimulate economic growth or reinvestment in the community; and

Whereas, the Iowa Economic Development Authority has requested the execution of Contract 23-CTBF-012 in order to finalize the Community Catalyst Building Remediation Grant and document associated terms for the proposed Project; and

Whereas, the City Council of the City of Dubuque, Iowa finds that authorizing Contract 23-CTBF-012 by and between the City of Dubuque, Iowa and the Iowa Economic Development Authority, a copy of which is [provided] hereto, is in the best interest of the City of Dubuque.

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

Section 1. That Contract 23-CTBF-012 by and between the City of Dubuque Iowa, and the Iowa Economic Development Authority is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute and the City Manager is hereby directed to submit Contract 23-CTBF-012 the Iowa Economic Development Authority together with such other documents as may be required.

Passed, approved, and adopted this 7th day of August, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

8. Notice of Application for Iowa Thriving Communities Designation: Upon motion the documents were received and filed, and Resolution No. 241-23 Authorizing the Housing and Community Development Director to execute an application for the Iowa Finance Authority Iowa Thriving Communities' Designation and authorizing the Housing and Community Development Director and the City Manager to approve the application was adopted.

**RESOLUTION NO. 241-23
AUTHORIZING THE HOUSING AND COMMUNITY DEVELOPMENT DIRECTOR TO EXECUTE AN APPLICATION FOR THE IOWA FINANCE AUTHORITY IOWA THRIVING COMMUNITIES' DESIGNATION AND AUTHORIZING THE HOUSING AND COMMUNITY DEVELOPMENT DIRECTOR AND THE CITY MANAGER TO APPROVE THE APPLICATION**

Whereas, the Iowa Finance Authority announced a new Iowa Thriving Communities Designation for communities finding creative ways to encourage housing development for residents of all income-levels; and

Whereas, the City of Dubuque has taken many steps to make the city a welcoming place for developers through the review of zoning and building codes; and

Whereas, the City of Dubuque also approved a new incentive package in September 2022 that included the use of tax abatement and housing TIF to help encourage housing development; and

Whereas, the City of Dubuque would benefit from an Iowa Thriving Communities Designation as it provides bonus points for developers competing for low-income housing tax credits (LIHTC) and other funding provided through the Iowa Finance Authority and Iowa Economic Development Authority.

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

Section 1: That the Housing and Community Development Director is hereby authorized and directed to apply for the Iowa Thriving Communities designation; and

Section 2: That the City Manager and the Housing and Community Development Director are hereby authorized to approve the application that is submitted to the Iowa Finance Authority; and

Section 3: That the City Manager and the Housing & Community Development Director are hereby authorized and directed to take all actions necessary to complete the competition process that follows the application.

Passed, approved, and adopted this 7th day of August 2023.

Brad Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

9. FY 2024 Community Development Block Grant Funding Agreement: Upon motion the documents were received and filed, and Resolution No. 242-23 Authorizing Execution of FY24/PY23 Community Development Block Grant Agreement was adopted.

**RESOLUTION NO. 242-23
AUTHORIZING EXECUTION OF FY24/PY23 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

Whereas, the City of Dubuque receives Community Development Block Grant funding annually; and

Whereas, the City Council approved the Fiscal Year 2024 budget that included Community Development Block Grant allocation; and

Whereas, the City Council and the Federal Department of Housing and Urban Development have approved an Annual Action Plan for the allocation of this funding in accordance with our Consolidated Plan; and

Whereas, all services provided will meet a national objective to assist a majority low-moderate income residents, eliminate slum or blight, or meet an urgent need.

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

Section 1. That the FY24/PY23 Community Development Block Grant Agreement be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Section 3. That the Director of Housing & Community Development is hereby authorized and directed to forward said grant award and resulting standard executed contract to the respective agencies in a timely fashion and as required by the U. S. Department of Housing and Urban Development.

Section 4. The City Manager or his designee is hereby authorized and directed to execute related documents to ensure compliance with the grant agreement and timely expenditure of funds.

Passed, approved, and adopted this 7th day of August 2023.

Brad M. Cavanagh, Mayor
Attest Trish L. Gleason, Assistant City Clerk

10. School Resource Officer and DARE Contracts for Dubuque Community School District 2023-2024 Year: Upon motion the documents were received, filed, and approved.

11. Approval of Plat of Survey of Lot 86A in McDaniel's Park Hill (AKA "Park Hill, City of Dubuque, Iowa 1856), in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Dennis R. Walker): This is in response to a request from property owner Dennis R. Walker (Walker) for the vacating of a portion of National Street adjacent to the property at 3009 Burlington Street, in the City of Dubuque, Iowa. Upon motion the documents were received and filed, and Resolution No. 243-23 Approving Plat of Proposed Vacated Portion of National Street, In the City of Dubuque, Iowa, To Be Known as Lot 86A In McDaniel's Park Hill (AKA "Park Hill, City of Dubuque, Iowa 1856), In the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 243-23
APPROVING PLAT OF PROPOSED VACATED PORTION OF NATIONAL STREET, IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN AS LOT 86A IN MCDANIEL'S PARK HILL (AKA "PARK HILL, CITY OF DUBUQUE, IOWA 1856), IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a plat dated July 19, 2023 prepared by Buesing and Associates Inc., showing the proposed vacated area of a portion of National Street, in the City of Dubuque, Iowa and assigned a lot number thereto, to be known Lot 86A in McDaniel's Park Hill (AKA "Park Hill, City of Dubuque, Iowa 1856), in the City of Dubuque, Iowa; and

Whereas, said plat conforms to the laws and statutes pertaining thereto.

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

Section 1. That the plat dated July 19, 2023, prepared by Buesing and Associates, Inc., relative to the real estate hereinabove described be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plat for and on behalf of the City of Dubuque, Iowa.

Section 2. The City of Dubuque reserves a public utility easement over the entirety of said Lot 86A.

Section 3. The City of Dubuque reserves an access easement over the easterly half of said Lot 86A for maintenance of the public property and utilities in the alley and street Right of Ways to the south of Burlington Street, as shown on [provided] plat.

Section 4. That the City Clerk be and is hereby authorized and directed to file said plat and certified copy of this resolution in the office of the Recorder in and for Dubuque County, Iowa.

Passed, approved, and adopted this 7th day of August 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

12. Approved FY24 Special Services Grant Program Agreement With Hills & Dales Senior Center: Upon motion the documents were received and filed.

13 Fiscal Year 2024 Detailed Budget for the Five Flags Civic Center submitted by ASM Global: Upon motion the documents were received and filed.

14. Approval of Three Auto Side Loader Solid Waste Truck Purchases FY2024-Modified Recommendation: Upon motion the documents were received, filed, and approved.

15. Recommendation to Reallocate National Endowment of the Arts American Rescue Plan Act Funds from Underutilized Budgeted Line Items to Supplement Round 2 of the Creative Empowerment Subgrant Program: Upon motion the documents were received, filed, and approved.

16. Approval of Final Plat of Chaplain Schmitt Island: Zoning Advisory Commission recommending City Council approval of the Final Plat of Chaplain Schmitt Island. Upon motion the documents were received and filed, and Resolution No. 244-23 Approving the Plat of Survey of Chaplain Schmitt Island in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 244- 23
APPROVING THE PLAT OF SURVEY OF CHAPLAIN SCHMITT ISLAND IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Chaplain Schmitt Island in the City of Dubuque, Iowa; and

Whereas, the Minor Subdivision has been examined by the Zoning Advisory Commission and its approval has been endorsed thereon and

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

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

Section 1. That Section 11-14 of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived to allow 0 ft. of street frontage on a public street or approved private street for Lot 2.

Section 2. That the Final Plat of Chaplain Schmitt Island in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Plat of Survey.

Passed, approved, and adopted this 7th day of August 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

ACCEPTANCE OF RESOLUTION NO. 244-23

I, the undersigned, Brad M. Cavanagh, Mayor of the City of Dubuque, having read the terms and conditions of Resolution No. 244 - 23 and being familiar with the conditions thereof, hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this 8th day of August 2023.

Brad M. Cavanagh, Mayor City of Dubuque

17. Request for Proposals for Historic and Architectural Surveys for Deereville and Voelker Highlands Neighborhoods: Upon motion the documents were received, filed, and approved.

18. St. Anne & Avalon Intersection Reconstruction Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 245-23 Accepting the St Anne & Avalon Intersection Reconstruction Project and Authorizing the Payment to the Contractor was adopted.

RESOLUTION NO. 245-23 ACCEPTING THE ST ANNE & AVALON INTERSECTION RECONSTRUCTION PROJECT AND AUTHORIZING THE PAYMENT TO THE CONTRACTOR

Whereas, the public improvement contract for the St Anne & Avalon Intersection Reconstruction Project (the Project) has been completed by the Contractor, Offset Construction, LLC, (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$217,285.73; and

Whereas, the Contractor has previously been paid \$206,421.44, leaving a balance of \$10,864.29; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$10,864.29 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 7th day of August 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF ST ANNE & AVALON INTERSECTION RECONSTRUCTION PROJECT

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the St Anne & Avalon Intersection Reconstruction Project has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$249,878.58.

Dated this 24th day of July 2023.

/s/Gus Psihoyos, City Engineer
Filed in the office of the City Clerk on the 24th day of July 2023.

Adrienne N. Breitfelder, City Clerk

19. Acceptance of 8th Street Brick Pavers Remediation Project: Upon motion the documents were received and filed, and Resolution No. 246-23 Accepting The 8th Street Brick Pavers Remediation Project and Authorizing the Payment to the Contractor was adopted.

RESOLUTION NO. 246-23 ACCEPTING THE 8TH STREET BRICK PAVERS REMEDIATION PROJECT AND AUTHORIZING THE PAYMENT TO THE CONTRACTOR

Whereas, the public improvement contract for the 8th Street Brick Pavers Remediation Project (the Project) has been completed by the Contractor, MDE, LLC DBA McDermott Excavating, (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$61,712.00; and

Whereas, the Contractor has previously been paid \$58,626.40, leaving a balance of \$3,085.60; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$3,085.60 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 7th day of August 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF 8TH STREET BRICK PAVERS REMEDIATION PROJECT

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the 8th Street Brick Pavers Remediation Project has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$66,648.96.

Dated this 31st day of July 2023.

/s/Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 31st day of July 2023.

/s/Adrienne N. Breitfelder, City Clerk

20. Highway 20 - N. Cascade Road Truck Stop - Water Service Connection Project Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 247-23 Accepting the Highway 20 - N. Cascade Road Truck Stop Water Service Connection Project and Authorizing the Payment to the Contractor was adopted.

**RESOLUTION NO. 247-23
ACCEPTING THE HIGHWAY 20 - N. CASCADE ROAD TRUCK STOP WATER SERVICE CONNECTION PROJECT AND AUTHORIZING THE PAYMENT TO THE CONTRACTOR**

Whereas, the public improvement contract for the Highway 20 - N. Cascade Road Truck Stop Water Service Connection Project (the Project) has been completed by the Contractor, Midwest Concrete, Inc., (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$45,488.31; and

Whereas, the Contractor has previously been paid \$32,621.39, leaving a balance of \$12,866.92; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$12,866.92 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 7th day of August 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE HIGHWAY 20 - N. CASCADE ROAD TRUCK STOP WATER SERVICE CONNECTION PROJECT

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the Highway 20 - N. Cascade Road Truck Stop Water Service Connection Project has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$48,904.52.

Dated this 1st day of August 2023.

/s/Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 1st day of August 2023.

/s/Trish L. Gleason, Assistant City Clerk

21. 2022 Boating Infrastructure Tier 1 Grant Application - Authorization to submit Grant Application to assist with funding to perform maintenance dredging at Dubuque Marina: Upon motion the documents were received and filed, and Resolution No. 248-23 Authorizing the filing of a Grant Application with the U.S. Fish and Wildlife Service and Iowa Department of Natural Resources for the 2022 Boating Infrastructure Tier 1 Grant to assist with funding to perform maintenance dredging at Dubuque Marina was adopted.

**RESOLUTION NO. 248-23
AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE US FISH AND WILDLIFE SERVICE AND IOWA DEPARTMENT OF NATURAL RESOURCES FOR THE 2022 BOATING INFRASTRUCTURE TIER 1**

GRANT TO ASSIST WITH FUNDING TO PERFORM MAINTENANCE DREDGING AT DUBUQUE MARINA

Whereas, Dubuque Marina submitted a BIG Tier 1 grant application to the Iowa DNR for dredging the marina to provide transient boaters, and boaters who operate vessels 26 ft. or larger, access to docking and safe harbor facilities; and

Whereas, in February 2023, Dubuque Marina was notified by the Iowa DNR that they were awarded \$200,000 in BIG Tier 1 grant funding; and

Whereas, due to potential challenges for Dubuque Marina to successfully administer a federal BIG Tier 1 grant funded project, the Iowa DNR requested the City become the applicant for the BIG Tier 1 grant and agree to be the lead agency for administering the federal grant, and

Whereas, for the City to become the Grant Recipient, the City is required to submit a new, separate application to the FWS and Iowa DNR for the 2022 Boating Infrastructure Tier 1 Grant.

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

SECTION 1. The City is hereby authorized to file the grant application with the US Fish and Wildlife Service and Iowa Department of Natural Resources for the 2022 Boating Infrastructure Tier 1 Grant to assist with funding to perform maintenance dredging at Dubuque Marina.

Passed, approved, and adopted this 7th day of August 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

22. Force Main Stabilization Project, USACE Partnership, Request for City Betterment: Authorization to send a letter to the U.S. Department of the Army for the U.S. Army Corps of Engineers (USACE) to include the design and repair of sanitary sewer force main joints as part of the Force Main Stabilization Project. Upon motion the documents were received, filed, and approved.

23. Community Development Block Grant (CDBG) Subrecipient Agreement - SS Event Center LLC - Marita Theisen Childcare Center: Upon motion the documents were received and filed, and Resolution No. 249-23 Authorizing execution of CDBG Subrecipient Agreement with SS Event Center, LLC was adopted.

**RESOLUTION NO. 249-23
AUTHORIZING EXECUTION OF CDBG SUB-RECIPIENT AGREEMENT WITH SS EVENT CENTER, LLC**

Whereas, SS Event Center LLC identified a need for Community Development Block Grant (CDBG) funds to rehab Marita Theisen Childcare Center to assist low and moderate-income persons; and

Whereas, the City Council approved the CDBG Fiscal Year 2023/Program Year 2022 Amendment #2 budget that included Childcare allocation; and

Whereas, City and the Subrecipient certify that the activity will meet the CDBG National Objective of benefit to low- and moderate-income persons.

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

Section 1. That the Funding Approval/Agreements, authorized by the Community Development Advisory Commission beginning August 7, 2023 for contracts to the aforementioned organizations be approved.

Section 2. That the Mayor of the City of Dubuque, or his designee, is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 7th day of August 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

24. F.H. Black & Company Incorporated Consulting Recommendation: For conversion of Workiva Wdesk budget documents to the new chart of accounts, set up of a style guide, set up of Wdata to eliminate data synching through spreadsheets, grouping and reconciling of data, and set up and configuration of dashboards for data validation and data collection. Upon motion the documents were received, filed, and approved.

25. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Top Grade Excavating, Inc. for the Old Highway Road Water Main Connection Loop. Upon motion the documents were received, filed, and approved.

26. Signed Contract(s): American Queen Steamboat Operating Company, LLC for the Docking Services Agreement; Celebration Belle for the 2023 Docking Agreement; Dubuqueland Door Company for the Municipal Services Center Salt Shed Door Replacement Project; Graymont Western Lime for the Eagle Point Water Plant High Calcium Quicklime; Iowa Based Milling for the 2023 Asphalt Milling Project; J&R Supply, Inc for the Ring & Lids - Metal Supply; Landmark Turf Services, LLC for the Weed Control Flood Control System Spraying 2023; McDermott Excavating for the Radford Road Concrete Pavement Repair Project;

WHKS & Co. for the Burlington St. Water Main Improvement Project. Upon motion the documents were received and filed.

27. Tobacco Compliance Civil Penalty for Tobacco License Holders: These Retailers have elected to forego a public hearing and will instead submit to statutory penalties prescribed by law and have agreed to a \$300 fine for a first violation: Big Ten Mart, 1875 John F Kennedy Rd.; Big Ten Mart #12, 405 Rhomberg Ave.; Dollar General #6896, 605 W. Locust St.; Dubuque #3 Hy-Vee, 400 S. Locust St.; Family Dollar #21599, 2013 Central Ave. #4; Hartig Drug #3, 2255 John F. Kennedy Rd.; Kwik Stop #72, 2255 Kerper Blvd.; Kwik Stop #86, 2150 Twin Valley Dr.; Midwest Vapors, 2600 Dodge St., Suite B4; Moondog Music, 806 Wacker Dr. #120. Upon motion the documents were received, filed, and approved.

ITEMS SET FOR PUBLIC HEARING

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

1. Resolution Setting a Public Hearing on a Petition to Vacate a portion of National Street, in the City of Dubuque, Iowa (Agreement Between City of Dubuque and Dennis R. Walker): Upon motion the documents were received and filed and Resolution No. 250-23 Intent to vacate and dispose of a portion of National Street, in the City of Dubuque, Iowa, to be known as Lot 86A in McDaniel's Park Hill (Aka "Park Hill, City of Dubuque, Iowa 1856), in the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 21, 2023, in the Historic Federal Building.

RESOLUTION NO. 250-23 INTENT TO VACATE AND DISPOSE OF A PORTION OF NATIONAL STREET, IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN AS LOT 86A IN MCDANIEL'S PARK HILL (AKA "PARK HILL, CITY OF DUBUQUE, IOWA 1856), IN THE CITY OF DUBUQUE, IOWA

Whereas, per Resolution No. 225-23 the City of Dubuque has entered into an agreement with Dennis R. Walker for the conveyance of City Owned property including a portion of National Street, in the City of Dubuque, Iowa; and

Whereas, Dennis R. Walker has requested the vacation of a portion of National Street and the conveyance of the property to Dennis R. Walker per said agreement; and

Whereas, Buesing and Associates Inc. has prepared and submitted to the City Council a

plat showing the proposed vacated area of National Street, in the City of Dubuque, Iowa and assigned a lot number thereto, to be known as Lot 86A in McDaniel's Park Hill (AKA "Park Hill, City of Dubuque, Iowa 1856), in the City of Dubuque, Iowa.

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

Section 1. That the City of Dubuque intends to vacate and dispose of Lot 86A in McDaniel's Park Hill (AKA "Park Hill, City of Dubuque, Iowa 1856), in the City of Dubuque, Iowa.

Section 2. That a public hearing, and/or by virtual means, on the intent to vacate and dispose of Lot 86A in McDaniel's Park Hill (AKA "Park Hill, City of Dubuque, Iowa 1856), in the City of Dubuque, Iowa is hereby set for the 21st day of August, 2023, at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to vacate said real estate to be published in the manner as prescribed by law.

Passed, approved, and adopted this 7th day of August 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

2. Resolution Setting a Public Hearing for the Fourth Amendment to Development Agreement Between the City of Dubuque and Port of Dubuque LLC: Upon motion the documents were received and filed and Resolution No. 251-23 Fixing the date for a public hearing of the city council of the City of Dubuque, Iowa on the fourth amendment to Development Agreement between the City of Dubuque, Iowa and Port of Dubuque LLC which provides for the proposed awarding of housing incentive acquisition grants, and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 21, 2023, in the Historic Federal Building.

RESOLUTION NO. 251-23 FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE FOURTH AMENDMENT TO DEVELOPMENT AGREE- MENT BETWEEN THE CITY OF DUBUQUE, IOWA AND PORT OF DUBUQUE LLC WHICH PROVIDES FOR THE PROPOSED AWARDING OF HOUSING INCENTIVE AC- QUISITION GRANTS, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

Whereas, the City of Dubuque, Iowa (City) and Merge, LLC entered into a Development Agreement dated the 18th day of November, 2019, as amended by First Amendment dated the 6th day of April, 2020, which provided

among other things for the issuance of urban renewal tax increment revenue grant obligations (the Grants); and

Whereas, Merge, LLC assigned the Development Agreement to Port of Dubuque LLC on the 13th day of February, 2020, with the consent of City in a Second Amendment dated November 16, 2020; and

Whereas, a Third Amendment to Development dated May 15, 2020, extended the closing date of the agreement to July 31, 2023; and

Whereas, City and Port of Dubuque, LLC, now desire to further amend the Development Agreement as set forth in the [provided] Fourth Amendment, subject to the approval of the City Council; and

Whereas, the City Council has tentatively determined that it would be in the best interests of City to approve the Fourth Amendment to Development Agreement; and

Whereas, before said Fourth Amendment may be approved, Chapter 403 of the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause this Resolution and a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to approve the Fourth Amendment, to be held on the 21st day of August, 2023 in the form [provided] hereto.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approval of the Fourth Amendment to Development Agreement, providing for Housing Incentive Acquisition Grants in an amount not to exceed the Purchase Price, and extends the Closing Date to October 31, 2023.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the disposal of the City's interest in the Property and the issuance of said obligations.

Section 4. That the notice of the proposed action shall be in substantially the form [provided] hereto.

Passed, approved, and adopted this 7th day of August, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

3. Resolution Setting a Public Hearing on the Extension of Fiber Optic Cable Facilities Agreement with Mediacom Iowa LLC. Upon motion the documents were received and filed and Resolution No. 252-23 Setting a public hearing on an amendment to the Fiber Optic Cable Facilities Agreement between the City of Dubuque, Iowa and MCC Iowa LLC was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 21, 2023, in the Historic Federal Building.

RESOLUTION NO. 252-23

SETTING A PUBLIC HEARING ON AN AMENDMENT TO THE FIBER OPTIC CABLE FACILITIES AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND MCC IOWA LLC

Whereas, the City of Dubuque (City) and Mediacom Iowa LLC (Mediacom) entered into the Fiber Optic Cable Facilities Agreement on July 17, 2017 (the Agreement); and

Whereas, the City and Mediacom agree that the Agreement should be amended as set forth in the [provided] Amendment; and

Whereas, before the Amendment may be adopted, the City Council shall hold a public hearing on the amendment.

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

Section 1. The City of Dubuque intends to dispose of its interest in the foregoing Agreement by Amendment.

Section 2. The City Clerk is hereby authorized and directed to cause this Resolution and a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to dispose of the foregoing-described Property by Lease Supplement, to be held on the 21st of August, at 6:30 o'clock p.m. at the Historic Federal Building, 350 W 6th St, Dubuque, Iowa.

Passed, approved, and adopted this 7th day of August, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

4. Resolution Setting a Public Hearing for the 2023 Maintenance Dredging Project Initiate Public Improvement Bidding Process Project Number: 5546000001-304-67990 Harbor Area Dredging. Upon motion the documents were received and filed and Resolution No. 253-23 2023 Maintenance Dredging Project, preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of

contract, and estimated cost; and ordering the advertisement for bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 21, 2023, in the Historic Federal Building.

RESOLUTION NO. 253-23
2023 MAINTENANCE DREDGING PROJECT-PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS

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

Section 1. The proposed plans, specifications, form of contract and estimated cost for the 2023 Maintenance Dredging Project in the estimated amount \$500,000.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2. A public hearing will be held on the 21st day of August, 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the [provided] notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

Section 3 The 2023 Maintenance Dredging Project is hereby ordered to be advertised for bids for construction.

Section 4. The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

Section 5. The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 24th day of August 2023. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 5th day of

September 2023, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, approved, and adopted this 7th day of August 2023.

Brad M. Cavanagh, Mayor
 Attest: Trish L. Gleason, Assistant City Clerk

5. Resolution Setting a Public Hearing for the Community Development Block Grant FY24 Annual Action Plan Amendment #1: Upon motion the documents were received and filed, and Resolution No. 254-23 Setting a public hearing on the Fiscal Year 2024 (Program Year 2023) Community Development Block Grant (CDBG) Annual Action Plan Amendment #1 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 21, 2023 in the Historic Federal Building.

RESOLUTION NO. 254-23
SETTING A PUBLIC HEARING ON THE FISCAL YEAR 2024 (PROGRAM YEAR 2023) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AMENDMENT #1

Whereas, the City of Dubuque, through a series of public meetings and hearings, proposed a Fiscal Year 2024 (Program Year 2023) Community Development Block Grant Annual Action Plan for inclusion in the City Budget addressing housing and non-housing needs in the community; and

Whereas, the City desires to hold a public hearing to receive comment on the proposed first amendment to the Fiscal Year 2024 (Program Year 2023) Community Development Block Grant Annual Action Plan.

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

Section 1. That the City Council will meet in the Historic Federal Building, Council Chambers, 2nd Floor, 350 West 6th Street, Dubuque, Iowa at 6:30 p.m. on September 18, 2023 for the purpose of holding a public hearing and taking action to include the Fiscal Year 2024 (Program Year 2023) Community Development Block Grant Annual Action Plan Amendment #1 in the City Budget.

Section 2. That the City Clerk is hereby authorized and directed to publish a notice of such public hearing and the City Council's intent to review and take action on the Fiscal Year 2024 (Program Year 2023) Community Development Block Grant Annual Plan Amendment #1.

Passed, approved, and adopted this 7th day of August 2023.

Brad M. Cavanagh, Mayor
 Attest Trish L. Gleason, Assistant City Clerk

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. Airport Zoning Commission: City Code §16-9-1(E)(3b) Two (2) members of the Zoning Advisory Commission must be appointed to serve on the Airport Zoning Commission, with city council approval. City Zoning Advisory Commission correspondence requesting City Council's appointment of: Rich Russel, 2045 Embassy West Dr. for a term to expire on 7-1-24 and Matt Mulligan, 1167 Hunters Ridge with a term to expire on 7-1-25 to the Cross-Representation openings on the Airport Zoning Commission. Motion by Jones to appoint Mr. Russel and Mr. Mulligan as recommended by the City Zoning Advisory Commission. Seconded by Sprank. Motion carried 7-0.

2. Airport Zoning Board of Adjustment: City Code §12-6-5 (B)(1) Two (2) members must be selected by the city council from the City of Dubuque Zoning Board of Adjustment. City Zoning Board of Adjustment correspondence requesting City Council's appointment of Jonathan McCoy, 263 Main St. for a term to expire on 3-25-26 and Rena Stierman, 390 Moore Heights, for a term to expire on 3-25-27 to the Cross-Representation openings on the Airport Zoning Board of Adjustment. Motion by Jones to appoint Mr. McCoy and Ms. Stierman as recommended by the City of Dubuque Zoning Board of Adjustment. Seconded by Roussell. Motion carried 7-0.

3. Civic Center Commission: One, 3-Year Term through June 29, 2024 (Vacant term of Gavin) Applicant: Danielle Jacobs, 3130 Shiras Ave. Motion by Sprank to appoint Mr. Jacobs to complete the three-year term through June 29, 2024. Seconded by Wethal. Motion Carried 7-0.

4. Historic Preservation Commission: One, interim term due to vacancies of the Cathedral District term and Old Main District term. Applicants: Cole Hansen, 408 Burch St. (Lives outside of historic districts) Heidi Pettitt, 3116 Central Ave. (Lives outside of historic districts) This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 10 Commissioners total; currently 3 males /4 females /2 openings/ 1 Interim. Upon roll call vote, Ms. Pettitt was unanimously appointed to the interim term and will serve until a qualified district resident is appointed or three years from the appointment date, whichever occurs first.

5. Housing Commission: Two, 3-Year Terms through August 17, 2026 (Expiring At-Large terms of Dixon and Eudaley) Applicants:

Amy Eudaley, 950 Wood St. - Additional Applicant; Matthew Henrick, 2115 Golden Eagle Dr.; Juanita Otis, 2509 Jackson St.; Julietta Scott, 2455 Woodlawn St. Upon roll call vote, Ms. Scott and Ms. Eudaley were appointed to the three-year terms through August 17, 2026. Ms. Eudaley received one vote (Roussell), and Ms. Scott received the remaining six votes from Council for one of the terms. Mr. Henrick received one vote (Farber); Ms. Eudaley received the remaining six votes for the other 3-year term.

6. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2026 (Vacant At-Large term of Vincent) Applicant: Michael Rabagia, 1449 Jackson St. Motion by Roussell to appoint Mr. Rabagia to the three-year term through July 1, 2026. Seconded by Jones. Motion carried 7-0.

PUBLIC HEARINGS

1. Public Hearing Equity and Human Rights Commission Request for Commissioner Removal: Motion by Jones to receive and file the documents and adopt Resolution No. 255-23 Removing a Commissioner from the Equity and Human Rights Commission. Seconded by Wethal. City Attorney explained that City Code allows city council to remove any commissioner for cause upon written charges and after public hearing. The written charges for removal of Ms. Dereka Williams-Robinson are based on City Code 8-2-10D-1 in the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant. Council members agreed that removing someone from a commission is not a decision they take lightly, but because a quorum is required to hold these types of meetings, attendance is important to the success of the commission. Motion carried 7-0.

**RESOLUTION NO. 255-23
REMOVING A COMMISSIONER FROM THE
EQUITY AND HUMAN RIGHTS COMMISSION**

Whereas, the City of Dubuque, Iowa Equity and Human Rights Commission is governed by Title 8 of the City of Dubuque Code of Ordinances; and

Whereas, § 8-2-10 of the Code of Ordinances establishes the requirement for attendance at commission meetings as follows:

8-2-10: MEETINGS:

.....

D. Attendance:

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
2. Attendance must be entered upon the minutes of all meetings; and

Whereas, the Equity and Human Rights Commission has recommended to the City Council that Dereka Williams-Robinson be removed from the Commission for failure to comply with the attendance requirements, such recommendation [provided] as Exhibit A; and

Whereas, § 8-2-12 of the Code of Ordinances authorizes removal of a commissioner for cause upon written charges and after public hearing; and

Whereas, a public hearing was set for August 7, 2023 and notice was mailed to Dereka Williams-Robinson and published in accordance with Iowa Code §362.3; and

Whereas, the City Council held a public hearing on the question of removing Commissioner Dereka Williams-Robinson from the Equity and Human Rights Commission on August 7, 2023.

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

Section 1. The City Council hereby removes Dereka Williams-Robinson from the Equity and Human Rights Commission for non-compliance with the attendance requirement of the Code of Ordinances.

Section 2. The City Clerk is hereby authorized and directed to begin recruitment for appointment to the Equity and Human Rights Commission to fill the seat created by this removal.

Passed, approved, and adopted this 7th day of August 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

2. Public Hearing Petition to Vacate a portion of Bies Drive, in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and CCI5, LLC): Motion by Farber to receive and file the documents and adopt Resolution No. 256-23 Vacating a portion of Bies Drive, in the City of Dubuque, Iowa, to be known as Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa and Resolution No. 257-23 Disposing of city interest in Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa. Seconded by Farber. Motion carried 7-0.

RESOLUTION NO. 256-23

VACATING A PORTION OF BIES DRIVE, IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN AS LOT 1B OF ROGER F. AND KATHLEEN A. KLAUER FAMILY PLACE, IN THE CITY OF DUBUQUE, IOWA

Whereas, per Resolution No. 143-23 the City of Dubuque has entered into an agreement with CCI5, LLC for the conveyance of City Owned property including a portion of Bies Drive, in the City of Dubuque, Iowa; and

Whereas, CCI5, LLC has requested the vacation of a portion of Bies Drive and the conveyance of the property to CCI5, LLC per said agreement; and

Whereas, the City of Dubuque Engineering Department has prepared and submitted to the City Council a plat showing the proposed vacated area of Bies Drive, in the City of Dubuque, Iowa and assigned a lot number thereto, to be known as Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa; and

Whereas, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 21st day of July 2023, the City Council of the City of Dubuque, Iowa met by virtual means on the 7th day of August 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Dubuque County, Iowa to consider the request to vacate; and

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the request to vacate; and

Whereas, the City Council of the City of Dubuque, Iowa, has determined that the proposed vacation of Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa should be approved.

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

Section 1. That the real estate described as Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa, be and the same is hereby vacated.

Passed, approved, and adopted this 7th day of August 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

RESOLUTION NO. 257-23

DISPOSING OF CITY INTEREST IN LOT 1B OF ROGER F. AND KATHLEEN A. KLAUER FAMILY PLACE, IN THE CITY OF DUBUQUE, IOWA

Whereas, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of

general circulation published in the City of Dubuque, Iowa on the 21st day of July, 2023, the City Council of the City of Dubuque, Iowa met by virtual means on the 7th day of August, 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Dubuque County, Iowa to consider the proposal for the sale of real estate described as:

Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa; and

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the proposal to sell such real estate.

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

Section 1. That the conveyance of City of Dubuque real property described as Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa, to CCI5, LLC be and the same is hereby approved. Conveyance shall be by Quit Claim Deed.

Section 2. That the Mayor be authorized and directed to execute a Quit Claim Deed, and the City Clerk be and is hereby authorized and directed to deliver said deed of conveyance to CCI5, LLC.

Section 3. That the City Clerk be and is hereby authorized and directed to record a certified copy of this resolution in the offices of the City Assessor, Dubuque County Recorder and Dubuque County Auditor.

Passed, approved, and adopted this 7th day of August 2023.

Brad M. Cavanagh, Mayor
Attest: Trish Gleason, Assistant City Clerk

3. Public Hearing for Burlington Street Water Main Improvement Project 2023: Motion by Sprank to receive and file the documents and adopt Resolution No. 258-23 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Old Highway Road Water Main Connection Loop 2023. Seconded by Jones. Water Department Manager Chris Leaster addressed question regarding notification of effected residents of the construction schedule from council. Motion carried 7-0.

**RESOLUTION NO. 258 -23
APPROVAL OF PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATED
COST FOR THE OLD HIGHWAY ROAD WA-
TER MAIN CONNECTION LOOP 2023**

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

That the proposed plans, specifications, form of contract and estimated cost for the Old Highway Road Water Main Water Main

Connection Loop 2023 in the amount of \$748,810.00, are hereby approved.

Passed, adopted, and approved this 7th day of August, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

ACTION ITEMS

1. Small Business Grant Program Proposed Modifications Approved by the Community Development Advisory Commission: Motion by Jones to receive and file the documents and approve the changes to our existing small business grant program in response to evolving small business needs and entrepreneurial ecosystem development that have been presented to and approved by the Community Development Advisory Commission. Seconded by Wethal. Motion carried 7-0.

2. City of Dubuque Secondary Responder Model (Community Response Model). Motion by Jones to receive and file the documents. Seconded by Sprank. Police Chief Jeremy Jensen responded to questions from the City Council and introduced Captain Steve Radloff and Officer Brandan Nugent as members assigned to the Secondary Responder Unit. Motion carried 7-0.

3. Safety and Security Camera and Automated License Plate Reader Policy: Motion by Farber to receive and file the documents and approve the updated policy on City of Dubuque Traffic Camera use with the addition of Automated License Plate Readers (APLR). Seconded by Jones. Police Chief Jeremy Jensen explained that the cameras only track license plates. No faces or personal travel history is collected. The automated license plate reader is designed to notify local police if a vehicle with a license plate number previously entered into the system because of an arrest warrant or an Amber Alert has passed by the camera. The Chief explained that the data was only allowed to be accessed by certified officers and used for but not limited to such investigations as homicides, burglaries, abducted children, and hit and run accidents. After a lengthy discussion Police Chief Jensen answered questions from the City Council regarding the keeping of the data for 30 (thirty) days before the data is purged. The Chief used an example of a family being on a vacation for a week or two. When they return, they find that their home had been burglarized. In this case having the data for 30 days can help to determine if the car used in the burglary was local or had left town. If the vehicle had left town, the license plate information can be entered into the system and possibly located in another city or state. If the license plate information was purged in a

shorter amount of time, the data may be gone before the homeowners can report a crime has been committed. City Council requested that presentations be made to them 6 (six) months after the cameras go live. The City Council will review recommendations at that time. Motion carried 6-1 with Resnick voting nay.

4. Award John F. Kennedy and West 32nd St. Intersection Improvement Project: Motion by Resnick to receive and file the documents and adopt Resolution No. 259-23 Awarding Public Improvement Contract for the John F. Kennedy Road and W. 32nd Street Intersection Improvement Project. Seconded by Jones. City Engineer Gus Psihoyos responded to questions by City Council. Motion carried 7-0.

**RESOLUTION NO. 259-23
AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE JOHN F. KENNEDY ROAD AND W. 32ND STREET INTERSECTION IMPROVEMENT PROJECT**

Whereas, sealed proposals have been submitted by contractors for the John F. Kennedy Road and W. 32nd Street Intersection Improvement Project, (the Project) pursuant to Resolution No. 218-23 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 12th day of July 2023; and

Whereas, said sealed proposals were opened and read on the 27th day of July 2023 and it has been determined that Eastern Iowa Excavating and Concrete LLC of Cascade, Iowa, submitted low bid in the amount of \$416,192.45, and is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Eastern Iowa Excavating and Concrete LLC and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 7th day of August 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

5. Update on Water & Resource Recovery Center (W&RRC) Odor Abatement Efforts: Motion by Roussell to receive and file the documents. Seconded by Farber. Water Resource Center Plant Manager Willy O'Brian updated the City Council on the efforts to abate the odor at the Water and Resource Recovery Center. Motion carried 7-0.

6. Status of the Central Avenue Streetscape Master Plan - Implementation Update: Motion by Sprank to receive and file the documents. Seconded by Jones. City Council expressed their excitement that this plan has reached the implementation stage. Motion carried 7-0.

7. Free Rides for College Students: Motion by Jones to receive and file the documents and approve eliminating bus fares for college students beginning on August 7, 2023. Seconded by Wethal. Motion carried 7-0.

8. Bee Branch Stormwater Pumping Station (Phase IV of the Bee Branch Watershed Flood Mitigation Project) Project #5586500007: Motion by Wethal to receive and file the documents and adopt Resolution No. 260-23 Approving a U.S. Economic Development Administration Disaster Relief Opportunity Grant Application and pledging the local match in the amount of \$19,012,000 From General Obligation Bonds or an SRF Loan for construction of a new stormwater pumping station at the 16th Street Detention Basin. Seconded by Jones. Motion carried 7-0.

**RESOLUTION NO. 260-23
APPROVING A US ECONOMIC DEVELOPMENT ADMINISTRATION DISASTER RELIEF OPPORTUNITY GRANT APPLICATION AND PLEDGING THE LOCAL MATCH IN THE AMOUNT OF \$ 19,012,000 FROM GENERAL OBLIGATION BONDS OR AN SRF LOAN FOR CONSTRUCTION OF A NEW STORMWATER PUMPING STATION AT THE 16TH STREET DETENTION BASIN**

Whereas, the City Council of the City of Dubuque, Iowa wishes to apply through the Economic Development Administration (EDA), U. S. Department of Commerce for a Disaster Relief Opportunity grant for the construction of a new stormwater pumping station at the 16th Street Detention Basin, and

Whereas, the City Council, in support of the application for \$7,700,000.00 in grant funding, must pledge a local match estimated at \$19,012,000.00 toward the activity as identified in the application, and

Whereas, the City will use General Obligation bonds or a State Revolving Fund loan as the source for this expenditure.

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

Section 1. Approves the application for EDA Disaster Relief Opportunity grant funding.

Section 2. Authorizes the Mayor to sign the application.

Section 3. Pledges the amount of \$19,012,000.00 from GO Bonds or a State Revolving Fund loan, if in fact, the Disaster Relief

Opportunity grant is awarded by the Economic Development Administration.

Passed, approved, and adopted this 7th day of August 2023.

Brad M. Cavanagh, Mayor
Attest Trish L. Gleason, Assistant City Clerk

9. Safe Routes to School Project Update: Motion by Farber to receive and file the documents. Seconded by Sprank. Council reminded citizens that getting children to and from school safely, especially at Washington Middle School, is a few minutes of inconvenience each day and to please be patient; everyone in line has other places to get to as well. Motion carried 7-0.

10. Amending City of Dubuque Code of Ordinances Title 8 Equity and Human Rights, Chapter 5 Fair Housing, Section 8-5-12 Enforcement by Private Persons: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Roussell. City Attorney Brumwell stated that the ordinance update is to mirror that of the recently amended State of Iowa Code. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No 35-23 Amending City of Dubuque Code of Ordinances Title 8 Equity and Human Rights, Chapter 5 Fair Housing, Section 8-5-12 Enforcement by Private Persons. Seconded by Roussell. Motion carried 6-0. Absent: Wethal

**ORDINANCE NO. 35 - 23
AMENDING CITY OF DUBUQUE CODE OF
ORDINANCES TITLE 8 EQUITY AND HUMAN RIGHTS, CHAPTER 5 FAIR HOUSING, SECTION 8-5-12 ENFORCEMENT BY PRIVATE PERSONS**

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

Section 1. Section 8-5-12 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

8-5-12: ENFORCEMENT BY PRIVATE PERSONS:

A. Civil Action:

1. An aggrieved person may commence a civil action in an appropriate United States district court or state court not later than two (2) years after the occurrence or the termination of an alleged discriminatory housing practice, or the breach of a conciliation agreement entered into under this chapter, whichever occurs last, to obtain appropriate relief with respect to such discriminatory housing practice or breach.

2. The computation of such two (2) year period shall not include any time during which an administrative hearing under this chapter was pending with respect to a complaint or charge under this chapter based upon such discriminatory housing practice. This subsection does not apply to actions arising from a breach of a mediation and/or conciliation agreement.

....

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 7th day of August, 2023.

Brad Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

11. Request for Work Session Smart Parking & Mobility Management Plan: City Manager recommending City Council schedule a work session on October 2, 2023, from 5:15-6:30 to present a draft of the Smart Parking & Mobility Management Plan. Motion by Resnick to receive and file the documents and schedule the work session for October 2, 2023, at 5:15 p.m. Seconded by Farber. No schedule conflicts were expressed. Motion carried 6-0. Absent: Wethal

12. Delivering Dubuque: City Services: Motion by Jones to receive and file the documents and view the video. Seconded by Sprank. Media Services played the Delivering Dubuque episode featuring City services. This video can be viewed at: <https://youtu.be/GulimOghbjg>. Motion carried 7-0.

13. Reimagine Comiskey Park Project Celebration: Motion by Jones to receive and file the documents and view the video. Seconded by Sprank. Media Services played a video of the June 29, 2023, ribbon-cutting ceremony, and community celebration for the completion of the Reimagine Comiskey Park Project. The video can be viewed at <https://youtu.be/KmVWvReytHY>. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Jones reported he had just returned from a cruise on the Mississippi and Dubuque's port and riverwalk were the best he saw on the cruise.

Council Member Farber reported attending the National League of Cities subcommittee meeting on artificial intelligence (AI)

Council Member Wethal reported attending the Art on the River events.

Council Member Sprank reported that there are so many activities and events occurring in Dubuque that no one should say "There is nothing to do."

CLOSED SESSION

Motion by Jones to convene in closed session at 9:12 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 10:53 p.m. stating that staff had been given proper direction.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:55 p.m.

/s/Trish L. Gleason, MMC, Assistant City Clerk

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

The Dubuque City Council met in special session at 12:00 p.m. on August 18, 2023, in the second-floor Conference room B of City Hall, 50 W. 13th Street, Dubuque, Iowa.

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

Absent: Farber

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a special session to review Pyrotechnic Permit as submitted by the Image SFX for pyrotechnics display at a music performance at the Q Casino on August 20, 2023.

ACTION ITEMS

1. Motion by Jones to receive and file the documents and approve the Pyrotechnic Permit as submitted by the Image SFX for pyrotechnics display at a music performance at the Q Casino on August 20, 2023. Seconded by Sprank. Motion carried 6-0.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 12:02 p.m.

/s/Trish Gleason, MMC, Assistant City Clerk

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

The Dubuque City Council met in special session at 5:15 p.m. on August 21, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting work sessions on State and Federal Grant Updates and Travel Dubuque Updates

Assistant City Clerk Trish Gleason announced that work session #2 Travel Dubuque Update will be rescheduled to a later date.

WORK SESSION

1. State and Federal Grant Updates: Director of Strategic Partnerships Teri Goodman presented information regarding the Federal and State Grants received and not received by the City of Dubuque and on the status of the City of Dubuque's efforts to secure federal grants working together with city staff, community partners, and with grant writing services consultant Andy Seth of Sustainable Strategies DC.

Technical Grant Analyst/Assistant Justin Thiltgen presented further information to the City Council and was present to answer questions.

Andy Seth of Sustainable Strategies DC participated by phone to answer questions from City Council. Mr. Seth advised Council to "Step on the Gas" when applying for grants as many of the current grant dollars at the State and Federal level will be going away soon. Having projects closer to a "shovel ready" stage and having a pathway to matching funds will increase the odds of obtaining more of the grants that are being applied for.

Motion by Jones to convene in closed session at 9:06 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:59 p.m. stating that staff had been given proper direction.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:12 p.m.

/s/Trish L. Gleason, Assistant City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on August 21, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of 7/31/23 and 8/7/23; Arts and Cultural Affairs Advisory Commission of 6/27/23; Zoning Advisory Commission of 8/2/23; Zoning Board of Adjustment of 7/27/23; Proof of Publication of City Council Proceedings 7/17/23. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Clayton and Nicole Ketchum for property damage; McKenzie Kline for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

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

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 261-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

RESOLUTION NO. 261-23

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

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

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

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

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

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

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

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

Passed, approved, and adopted this 21st day of August, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

5. Authorized Depository Institutions that adds Iowa Public Agency Investment Trust as an authorized depository institution for the City of Dubuque, renames People's National Bank to Capra Bank, and increases DuTrac and Dupaco Community Credit Union's limit to \$40 million. Upon motion the documents were received and filed, and Resolution No. 262-23 Naming Depositories was adopted.

**RESOLUTION NO. 262-23
RESOLUTION NAMING DEPOSITORIES**

Whereas, Chapter 12C.2 of the Code of Iowa states that the approval of a financial institution as a depository shall be by written resolution or order which shall be entered of record in the minutes of the approving board, and which shall distinctly name each depository approved, and specify the maximum amount which may be kept on deposit in each depository; and

Whereas, This procedure is required if a financial institution changes its name or home office location, if the maximum amount is changed, or if a financial institution is added or deleted.

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

Section 1. That the following financial institutions are approved to be depositories of the City of Dubuque, Iowa funds in conformance with all applicable provisions of the Iowa Code Chapter 12C.2. The City Treasurer is hereby authorized to deposit City of Dubuque, Iowa funds in amounts not to exceed the maximum approved for each respective financial institution as set out below.

Depository Name, Location of Home Office,
Maximum Balance

MidWestOne Bank, Iowa City, Iowa,	\$60,000,000
Dubuque Bank & Trust Company,	Dubuque, Iowa, \$60,000,000
U.S. Bank, Minneapolis, Minnesota,	\$40,000,000
Fidelity Bank & Trust, Dyersville, Iowa,	\$40,000,000
Iowa Public Agency Investment Trust,	West Des Moines, Iowa, \$40,000,000
Dupaco Community Credit Union,	Dubuque, Iowa, \$40,000,000
DuTrac Community Credit Union,	Dubuque, Iowa, \$40,000,000
Collins Community Credit Union, Cedar	Rapids, Iowa, \$40,000,000
Capra Bank, Dubuque, Iowa,	\$40,000,000
Green State Credit Union, North Lib-	erty, Iowa, \$40,000,000
Vibrant Credit Union, Moline, Iowa,	\$40,000,000
Premier Bank, Dubuque, Iowa,	\$40,000,000
Hometown Bank, Fond du Lac, Wiscon-	sin, \$250,000

Passed, approved, and adopted this 21st day of August 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

6. Letter of Support to the National Endowment for Arts "Our Town" Proposal and Creative Placemaking Grant for The Dubuque Museum of Arts (DuMA): Upon motion the documents were received, filed, and approved.

7. Letter of Support for Monarch Village for Iowa Finance Authority Innovation Set-aside Competition on behalf of Operation Empower and Pivotal Housing Partners: Upon motion the documents were received, filed, and approved.

8. Employment Contracts for City Clerk Adrienne Breitfelder and City Attorney Crenna Brumwell: Senior Counsel Barry Lindahl is recommending that City Council approve the Employment Contracts for City Clerk Adrienne Breitfelder and City Attorney Crenna Brumwell be approved. Upon motion the documents were received, filed, and approved.

9. Proposed Downtown Rehabilitation Grant Award for 1047 Bluff Street with Forward Investments Group, LLC in the amount of \$55,000 - \$35,000 for Façade, etc. and \$20,000. Upon motion the documents were received and filed, and Resolution No. 263-23 Approving a grant agreement between the City of Dubuque, Iowa, and Forward Investments Group LLC for the redevelopment of 1047 Bluff Street was adopted.

**RESOLUTION NO. 263-23
APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA, AND FORWARD INVESTMENTS GROUP LLC FOR THE REDEVELOPMENT OF 1047 BLUFF STREET**

Whereas, Forward Investments Group LLC is the owner of the building at 1047 Bluff Street in the City of Dubuque, Iowa (the "Development Property") legally described as:

Lots 3 and 4 of the Subdivision of the East Part of Out Lot 655 in the City of Dubuque, Iowa, according to the recorded plat thereof, subject to easements, agreements and restrictive covenants of record and local and municipal zoning ordinances; and

Whereas, Forward Investments Group LLC has applied to the City of Dubuque Economic Development Department (the "City") for a Downtown Housing Incentive Grant, a Façade Grant, a Planning & Design Grant, and a Financial Consultant Grant (the "Grants") for the rehabilitation of the Development Property (the "Project"); and

Whereas, the Project is eligible for the Grants; and

Whereas, City and Forward Investments Group LLC has tentatively entered into a Grant Agreement for the Development Property (the "Grant Agreement"), a copy of which is

[provided] hereto; and

Whereas, it is the determination of the City Council that approval of the Grant Agreement for redevelopment of the Development Property by Forward Investments Group LLC, according to the terms and conditions set out in the Grant Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Grant Agreement between the City of Dubuque and Forward Investments Group LLC is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Grant Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Grant Agreement as herein approved.

Passed, approved, and adopted this 21st day of August, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

10. Modification and Vacation of Easement – 1064 and 1076 University Avenue: Upon motion the documents were received and filed, and Resolution No. 264-23 Approving an Agreement regarding Modification and Vacation of Easements between adjoining properties owned by Chad A. Streff & Kymberly A. Streff was adopted.

**RESOLUTION NO. 264-23
APPROVING AN AGREEMENT REGARDING
MODIFICATION AND VACATION OF
EASEMENTS BETWEEN ADJOINING
PROPERTIES OWNED BY CHAD A. STREFF
& KYMBERLY A. STREFF**

Whereas, Chad A. Streff & Kymberly A. Streff are the owners of the properties of 1064 and 1076 University Avenue also legally described as:

Lot 2 of Lot 4 of the Subdivision of Mineral Lot 80, in the City of Dubuque, Iowa, according to the recorded plat thereof, subject to easements of record; and

Lot 3 of Lot 4 of the Subdivision of Mineral Lot 80, in the City of Dubuque, Iowa, according to the recorded plat thereof, subject to easements of record; and

Whereas, on November 18, 1993, the City of Dubuque Zoning Board of Adjustment granted a setback and parking variance for an addition to 1076 University Avenue; and

Whereas, the Zoning Board of Adjustment place a condition requiring the owner of 1076 University Avenue to secure an access agreement through the adjacent Whisky River

Property located at 1064 University; and

Whereas, a Joint Driveway and Parking Easement Agreement was filed December 21, 2016 as Instrument No. 2016-17239 that complies with the condition of the variance; and

Whereas, the property owners of 1064 and 1076 University Avenue wish to remove the parking portion of the easement from the Joint Driveway and Parking Easement Agreement; and

Whereas, the agreement requires the City to approve of any modification or removal to/of the Joint Driveway and Parking Easement Agreement; and

Whereas, on July 27, 2023, the Zoning Board of Adjustment approved a parking variance for 1076 University that makes the parking requirements of the easement obsolete; and

Whereas, via the [provided] agreement, the parties have come to terms as set forth herein.

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

Section 1. The agreement regarding modification and vacation of easements [provided] hereto is hereby approved.

Section 2. The mayor is authorized and directed to sign the Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this 21st day of August 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

11. Accepting the 2023 Asphalt Overlay Ramp Project 3 and authorize the payment of the final contract amount of \$158,465.49 to Valentine Construction, Co. LLC. Upon motion the documents were received and filed, and Resolution No. 265-23 Accepting the 2023 Asphalt Overlay Curb Ramp Project 3 and Authorizing the Payment to the Contractor was adopted.

**RESOLUTION NO. 265-23
ACCEPTING THE 2023 ASPHALT OVERLAY
CURB RAMP PROJECT 3 AND AUTHORIZING
THE PAYMENT TO THE CONTRACTOR**

Whereas, the public improvement contract for the 2023 Asphalt Overlay Curb Ramp Project 3 (the Project) has been completed by the Contractor, Valentine Construction Co. LLC, (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$158,465.49; and

Whereas, the Contractor has previously been paid \$150,542.21, leaving a balance of \$7,923.27; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$7,923.27 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 21st day of August 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

12. Property Acquisition - 6505 Pennsylvania Avenue Owned by Steven E. and Sandra Jean Bahl for the future widening of Pennsylvania Ave - Middle Road and authorizing acceptance of the Warranty Deed and any other related steps necessary to carry out the terms of the Offer. Upon motion the documents were received and filed, and Resolution No. 266-23 Approving the Acquisition of Real Estate Owned by Steven Eldon Bahl and Sandra Jean Bahl, in the City of Dubuque was adopted.

**RESOLUTION NO. 266 - 23
APPROVING THE ACQUISITION OF REAL ESTATE OWNED BY STEVEN ELDON BAHL AND SANDRA JEAN BAHL, IN THE CITY OF DUBUQUE**

Whereas, the Dubuque Industrial Center Economic Development District is an urban renewal area which allows the City of Dubuque to capture tax increment revenue from improvements made in the District in order to promote economic development activities; and

Whereas, the City of Dubuque intends to expand the Dubuque Industrial Center Economic Development District; and

Whereas, the proposed expansion and amendment of the Dubuque Industrial Center Economic Development District will result in acquisition of certain real estate, namely 6505 Pennsylvania Avenue; and

Whereas, Steven Eldon Bahl and Sandra Jean Bahl (the Owners) of this certain real estate have voluntarily agreed to sell to the City of Dubuque the certain real estate legally described as follows (the Property):

East 10 acres of the SW ¼ of the East ¼ of Section 19, T89N, R2E of the 5th

P.M. Dubuque County, Iowa; and

Whereas, acquiring the Property will allow expansion of the Dubuque Industrial Center Economic Development District; and

Whereas, the acquisition of this real estate

is a voluntarily negotiated purchase by the City of Dubuque under Section 6B.1A of the Code of Iowa, and is not an acquisition by the City of Dubuque through its exercise of the power of eminent domain under Chapter 6B of the Code of Iowa; and

Whereas, the Owners have agreed to sell the Property for a cost of \$365,000.00 subject to certain credits in the Offer to Buy totaling \$8,297.50 for a net cost of \$356,702.50; and

Whereas, a purchase agreement and acknowledgment of voluntary negotiation have been finalized with the Owners of the real estate scheduled for acquisition; and

Whereas, it is in the best interest of the City to acquire the Property, subject to review of the updated abstract and title opinion by the City Attorney's Office.

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

Section 1. That the City Council of the City of Dubuque, Iowa hereby approves the Offer to Buy Real Estate and Acceptance [provided] hereto subject to review of the updated abstract and title opinion by the City Attorney's Office.

Section 2. That the Mayor be and is hereby authorized and directed to execute the Offer to Buy Real Estate and Acceptance on behalf of the City of Dubuque.

Section 3. That the City of Dubuque be and is hereby authorized to accept a Warranty Deed from the owner, conveying the owner's interest to the City of Dubuque, Iowa for the herein described real estate.

Section 4. That the City Clerk be and is hereby authorized and directed to cause said Warranty Deed to be recorded in the office of the Dubuque County Recorder, together with a certified copy of this Resolution.

Passed, approved, and adopted this 21st day of August 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

13. Plat of Survey Seippel Warehouse LLC Property at Seippel Road and Cottingham Road and Acceptance of the Dedication of Said Lot A for Right of Way and Public Utility Purposes and the 40' Wide Access and Trail Easement: Upon motion the documents were received and filed, and Resolution No. 267-23 Approving the Plat of Survey of Lot 1 & Lot A of Dubuque Industrial Center South Fourth Addition in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 267-23
APPROVING THE PLAT OF SURVEY OF LOT 1 & LOT A OF DUBUQUE INDUSTRIAL CENTER SOUTH FOURTH ADDITION IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a Plat of Survey dated August 8, 2023, prepared by Origin Design describing Lot 1 & Lot A of Dubuque Industrial Center South Fourth Addition in the City of Dubuque, Iowa; and

Whereas, said plat conforms to the laws and statutes pertaining thereto; and

Whereas, upon said plat appears Lot A, along with a 40' wide access and trail easement, which Seippel Warehouse, LLC, by said plat has dedicated to the public forever; and

Whereas, the dedication of said Lot A as Right of Way of Cottingham Road for street and utility purposes, is in the best interest of the City of Dubuque; and

Whereas, the dedication of said 40' wide easement allows for the construction and maintenance of a future public recreational trail expansion in the Dubuque Industrial Center South Fourth Addition.

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

Section 1. That the plat dated August 8, 2023 prepared by Origin Design, relative to the real estate hereinabove described be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plat and on behalf of the City of Dubuque, Iowa.

Section 2. That the dedication of Lot A of Dubuque Industrial Center South Fourth Addition in the City of Dubuque, for street Right of Way and public utility purposes, together with the 40' wide access and trail easement as it appears on said Plat of Survey, be and the same are hereby accepted.

Section 3. That the City Clerk be and is hereby authorized and directed to file said plat and certified copy of this resolution in the office of the Recorder, in and for Dubuque County, Iowa.

Passed, approved, and adopted this 21st day of August 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

14. Acceptance of Certain Subdivision Improvements in Rustic Point Estates #2: Upon motion the documents were received and filed, and Resolution No. 268-23 Accepting Certain Public Improvements in Rustic Point Estates #2, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 268-23
ACCEPTING CERTAIN PUBLIC IMPROVEMENTS IN RUSTIC POINT ESTATES #2, IN THE CITY OF DUBUQUE, IOWA**

Whereas, pursuant to Resolution 281-21, certain public improvements including street paving with curb, sanitary sewer main, water main, storm sewers and catch basins, street

lighting, fiber optic conduit, accessible sidewalk ramps, sanitary sewer lift station, and storm water detention facilities were installed by the developer of Rustic Point Estates # 2 in the City of Dubuque, Iowa; and

Whereas, per to Resolution 13-23, all public improvements except accessible sidewalk ramps, sanitary sewer lift station, and storm water detention facilities were accepted by the City of Dubuque; and

Whereas, the accessible sidewalk ramps and sanitary sewer lift station improvements have now been fully completed and the City Manager has examined the work and has filed a certificate stating that the same has been completed in accordance with the plans approved by the City Council and in conformance with City specifications and has recommended that the improvements be accepted by the City Council.

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

Section 1. That the recommendation of the City Manager be approved and that said accessible sidewalk ramps and sanitary sewer lift station public improvements in Rustic Point Estates #2, be and the same are hereby accepted.

Section 2. That the storm water detention facilities are not completed and not being accepted at this time.

Section 3. That a maintenance guarantee covering said accessible sidewalk ramps and sanitary sewer lift station public improvements shall be provided by the owners, Derby Grange LLC, for a period of two (2) years from the date of this resolution.

Passed, approved, and adopted this 21st day of August 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

15. Application Authorization for a Traffic Safety Improvement Grant to assist with funding to construct a proposed new Northwest Arterial eastbound dedicated right turn lane onto John F. Kennedy Road: Upon motion the documents were received and filed, and Resolution No. 269-23 Authorizing the Filing of a Grant Application with the Iowa Department of Transportation for Traffic Safety Improvement Grant Funding to Assist with Funding for Proposed Improvements to Construct a New Northwest Arterial Eastbound Dedicated Right Turn Lane on to John F. Kennedy Road was adopted.

**RESOLUTION NO. 269-23
AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE IOWA DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SAFETY IMPROVEMENT GRANT**

FUNDING TO ASSIST WITH FUNDING FOR PROPOSED IMPROVEMENTS TO CONSTRUCT A NEW NORTHWEST ARTERIAL EASTBOUND DEDICATED RIGHT TURN LANE ONTO JOHN F. KENNEDY ROAD

Whereas, the increasing growth of traffic volumes, along with operational and safety concerns, at the intersection of Northwest Arterial and John F Kennedy (JFK) Road in the City of Dubuque could be improved by constructing a proposed new Northwest Arterial eastbound dedicated right turn lane onto John F. Kennedy Road; and

Whereas, the City of Dubuque has determined that improvements to this intersection, as recommended by the Northwest Arterial Capacity Study, will improve traffic flow efficiency; and

Whereas, the City of Dubuque is seeking the necessary funding for project implementation, and upon completion, in cooperation with the Iowa Department of Transportation, be responsible for adequately maintaining and operating the project for public use during the project's useful life.

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

Section 1. The City is hereby authorized to file the grant application with the Iowa Department of Transportation for Traffic Safety Improvement Program funding to assist with funding for proposed improvements to construct a proposed new Northwest Arterial eastbound dedicated right turn lane onto John F. Kennedy Road.

Passed, approved, and adopted this 21st day of August 2023

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

16. Ten Year with an Up Front, One-Time Payment of \$55,461.60 Extension of Fiber Optic Cable Facilities Agreement with Mediacom Iowa LLC: Upon motion the documents were received, filed, and approved.

17. Rescind Extension of Fiber Optic Cable Facilities Agreement with Mediacom Iowa LLC Public Hearing set for August 21, 2023. Upon motion the documents were received and filed, and Resolution No. 270-23 Rescinding Resolution No. 252-23 was adopted.

**RESOLUTION NO. 270-23
RESCINDING RESOLUTION NO. 252-23**

Whereas, on the 7th day of August 2023, the City Council of the City of Dubuque Iowa adopted Resolution No. 252-23 for Extension of the Fiber Optic Cable Facilities Agreement with Mediacom Iowa LLC; and

Whereas, fiber optic cable and conduit do not constitute "real property" and

Whereas, the facilities agreement does not call for a public hearing.

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

Section 1 Resolution No. 252-23 are hereby rescinded.

Passed, approved, and adopted this 21st day of August 2023.

Brad Cavanagh, Mayor
Attest: Trish Geason, Assistant City Clerk

18. Signed Contracts: Jeremy Biedermann, Andrea Biedermann, Allen Sawell, and Farm Bureau Financial Services for Villa Wall Settlement. Upon motion the documents were received and filed.

19. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 271-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 271-23
APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

Renewals

Hy-Vee 1 Market Cafe, 3500 Dodge St. Cafe Area

Kwik Stop Food Mart, 2255 Kerper Blvd.

Los Aztecas Mexican Restaurant, 2700 Dodge St.

National Mississippi River Museum & Aquarium, 350 & 400 East Third St.

Pete's Thai Kitchen, LLC, 609 East 22nd St. Southend Tap, 55 Locust. St.

Third Corner, 210 West 1st St.
West Dubuque Tap, 1701 Asbury
Special Event(s) per Special Event Application
Submittal

Dubuque Jaycees - Millwork Night Market -
9-10-23 to 9-14-23, and 10-8-23 to 10-12-
23, 7th and Jackson St & 9th and Jackson
St.

Peppercorn Food Company - 9-1-23 to 9-5-
23, 9-22-23 to 9-26-23, 10-20-23 to 10-24-
23, and 11-3-23 to 11-7-23, University of
Dubuque parking lot

Passed, approved, and adopted this 21st
day of August 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

ITEMS SET FOR PUBLIC HEARING

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

1. Upon motion the documents were re-
ceived and filed, and Resolution No. 272-23
Fixing the date for a Public Hearing of the City
Council of the City of Dubuque, Iowa on a De-
velopment Agreement by and Between the City
of Dubuque, Iowa and Chadwick Block, LLC,
Including the Proposed Issuance of Urban Re-
newal Tax Increment Revenue Obligations Re-
lating Thereto, and Providing for the Publica-
tion of Notice Thereof was adopted setting a
public hearing for a meeting to commence at
6:30 p.m. on September 5, 2023 in the Historic
Federal Building.

RESOLUTION NO. 272-23 FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND CHADWICK BLOCK, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX IN- CREMENT REVENUE OBLIGATIONS RE- LATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

Whereas, City and Chadwick Block, LLC
has entered into a Development Agreement,
subject to the approval of the City Council, a
copy of which is now on file at the Office of the
City Clerk, City Hall, 50 W. 13th Street, Dubu-
que, Iowa for the development of property lo-
cated at 249 W 1st Street; and

Whereas, the City Council has tentatively
determined that it would be in the best interests
of the City to approve the Development Agree-
ment with Chadwick Block, LLC; and

Whereas, it is deemed necessary and ad-
visable that City should authorize Urban Re-
newal Tax Increment Revenue obligations, as

provided by Iowa Code Chapter 403, pursuant
to the Development Agreement; and

Whereas, before said obligations may be
approved, Iowa Code Chapter 403 requires
that the City Clerk publish a notice of the pro-
posal and of the time and place of the meeting
at which the City Council proposes to take ac-
tion thereon and at which meeting the City
Council shall receive oral and/or written objec-
tions from any resident or property owner of
said City to such proposed action.

NOW THEREFORE, BE IT RESOLVED BY
THE CITY COUNCIL OF THE CITY OF DUBU-
QUE, IOWA:

Section 1. The City Clerk is hereby author-
ized and directed to cause a notice to be pub-
lished as prescribed by Iowa Code Section
403.9 of a public hearing on the City's intent to
authorize Urban Renewal Tax Increment Re-
venue obligations, to be held on the 5th day of
September, 2023, at 6:30 p.m. The official
agenda will be posted on Friday, August 25,
2023 and will contain listening, viewing, and
public input options. The City Council agenda
may be accessed at [https://cityofdubu-
que.novusagenda.com/AgendaPublic/](https://cityofdubu-que.novusagenda.com/AgendaPublic/) or by
contacting the City Clerk's Office at 563-589-
4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said
time and place for the purpose of taking action
on the matter of authorizing Urban Renewal
Tax Increment Revenue obligations and the
execution of the Development Agreement re-
lating thereto with Chadwick Block, LLC, the
proceeds of which obligations will be used to
carry out certain of the special financing activi-
ties described in the Urban Renewal Plan for
the Greater Downtown Urban Renewal District,
consisting of the funding of economic develop-
ments grants to Chadwick Block, LLC pursuant
to the Development Agreement. It is expected
that the aggregate amount of the Tax Incre-
ment Revenue obligations is not estimated to
exceed \$168,683.

Section 3. The Clerk is hereby directed to
cause at least one publication to be made of a
notice of said meeting, in a newspaper, printed
wholly in the English language, published at
least once weekly, and having general circula-
tion in said City, said publication to be not less
than four days nor more than twenty days be-
fore the date of said meeting on the issuance
of said obligations.

Section 4. That the notice of the proposed
action to issue said obligations shall be in sub-
stantially the form [provided] hereto.

Passed, approved, and adopted this 21st
day of August, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

2. Upon motion the documents were received and filed, and Resolution No. 273-23 Fixing the Date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and Between the City of Dubuque, Iowa, and Farley & Loetscher, LLC, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and Providing for the Publication of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 5, 2023 in the Historic Federal Building.

**RESOLUTION NO. 273-23
FIXING THE DATE FOR A PUBLIC HEARING
OF THE CITY COUNCIL OF THE CITY OF
DUBUQUE, IOWA ON A DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY
OF DUBUQUE, IOWA AND FARLEY & LOE-
TSCHER, LLC, INCLUDING THE PRO-
POSED ISSUANCE OF URBAN RENEWAL
TAX INCREMENT REVENUE OBLIGATIONS
RELATING THERETO, AND PROVIDING
FOR THE PUBLICATION OF NOTICE
THEREOF**

Whereas, City and Farley & Loetscher, LLC have entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W. 13th Street, Dubuque, Iowa for the development of property located at 801 Main Street; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with Farley & Loetscher, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 5th day of September, 2023, at 6:30 o'clock p.m. The official agenda will be posted on Friday, August 25, 2023 and will contain listening, viewing,

and public input options. The City Council agenda may be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with Farley & Loetscher, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Farley & Loetscher, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$2,630,619.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form [provided] hereto.

Passed, approved, and adopted this 21st day of August, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

3. Upon motion the documents were received and filed, and Resolution No. 274-23 Chaplain Schmitt Island Trail Connection Project, Iowa DOT Project No. EDP- 2100(704)—7Y-31 - Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 5, 2023 in the Historic Federal Building.

**RESOLUTION NO. 274-23
CHAPLAIN SCHMITT ISLAND TRAIL CON-
NECTION PROJECT, IOWA DOT PROJECT
NO. EDP-2100(704)—7Y-31 - PRELIMINARY
APPROVAL OF PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATED
COST; SETTING DATE OF PUBLIC HEAR-
ING ON PLANS, SPECIFICATIONS, FORM
OF CONTRACT, AND ESTIMATED COST**

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

Section 1. The proposed plans, specifications, form of contract and estimated cost for the Chaplain Schmitt Island Trail Connection Project, Iowa DOT Project No. EDP-2100(704)—7Y-31 in the estimated amount \$1,041,415, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2. A public hearing will be held on the 5th day of September, 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the [provided] notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

Passed, adopted, and approved this the 21st day of August 2023.

Brad M. Cavanaugh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

PUBLIC HEARINGS

1. Petition to Vacate a portion of National Street, in the City of Dubuque, Iowa (Agreement between City of Dubuque and Dennis R. Walker): Motion by Jones to receive and file the documents and adopt Resolution No. 275-23 Vacating a Portion of National Street, in the City of Dubuque, Iowa, to be known as Lot 86A in McDaniel's Park Hill (Aka "Park Hill, City of Dubuque, Iowa 1856), in the City of Dubuque, Iowa and Resolution No. 276-23 Disposing of City Interest in Lot 86A in McDaniel's Park Hill (Aka "Park Hill, City of Dubuque, Iowa 1856), in the City of Dubuque, Iowa. Seconded by Sprank. Motion carried 7-0.

RESOLUTION NO. 275-23 RESOLUTION VACATING A PORTION OF NATIONAL STREET, IN THE CITY OF DUBU- QUE, IOWA, TO BE KNOWN AS LOT 86A IN MCDANIEL'S PARK HILL (AKA "PARK HILL, CITY OF DUBUQUE, IOWA 1856), IN THE CITY OF DUBUQUE, IOWA

Whereas, per Resolution No. 225-23 the City of Dubuque has entered into an agreement with Dennis R. Walker for the conveyance of City Owned property including a portion of National Street, in the City of Dubuque, Iowa; and

Whereas, Dennis R. Walker has requested the vacation of a portion of National Street and the conveyance of the property to Dennis R. Walker per said agreement; and

Whereas, Buesing and Associates Inc. has prepared and submitted to the City Council a plat showing the proposed vacated area of National Street, in the City of Dubuque, Iowa and assigned a lot number thereto, to be known as Lot 86A in McDaniel's Park Hill (AKA "Park Hill, City of Dubuque, Iowa 1856), in the City of Dubuque, Iowa; and

Whereas, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 11th day of August 2023, the City Council of the City of Dubuque, Iowa met on the 21st day of August 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Dubuque County, Iowa to consider the request to vacate; and

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the request to vacate; and

Whereas, the City Council of the City of Dubuque, Iowa, has determined that the proposed vacation Lot 86A in McDaniel's Park Hill (AKA "Park Hill, City of Dubuque, Iowa 1856), in the City of Dubuque, Iowa should be approved.

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

Section 1. That the real estate described as Lot 86A in McDaniel's Park Hill (AKA "Park Hill, City of Dubuque, Iowa 1856), in the City of Dubuque, Iowa, be and the same is hereby vacated.

Passed, approved, and adopted this 21st day of August 2023

Brad M. Cavanaugh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

RESOLUTION NO. 276-23 DISPOSING OF CITY INTEREST IN LOT 86A IN MCDANIEL'S PARK HILL (AKA "PARK HILL, CITY OF DUBUQUE, IOWA 1856), IN THE CITY OF DUBUQUE, IOWA

Whereas, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 11th day of August, 2023, the City Council of the City of Dubuque, Iowa met by virtual means on the 21st day of August, 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Dubuque County, Iowa to consider the proposal for the sale of real estate described as:

Lot 86A in McDaniel's Park Hill (AKA "Park Hill, City of Dubuque, Iowa 1856), in the City of Dubuque, Iowa; and

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the proposal to sell such real estate.

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

Section 1. That the conveyance of City of Dubuque real property described as Lot 86A in McDaniel's Park Hill (AKA "Park Hill, City of Dubuque, Iowa 1856), in the City of Dubuque, Iowa, to Dennis R. Walker be and the same is hereby approved. Conveyance shall be by Quit Claim Deed.

Section 2. That the Mayor be authorized and directed to execute a Quit Claim Deed, and the City Clerk be and is hereby authorized and directed to deliver said deed of conveyance to Dennis R. Walker.

Section 3. That the City Clerk be and is hereby authorized and directed to record a certified copy of this resolution in the offices of the City Assessor, Dubuque County Recorder and Dubuque County Auditor.

Passed, approved, and adopted this 21st day of August 2023

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

2. Fourth Amendment to Development Agreement by and between the City of Dubuque, Iowa, and Port of Dubuque LLC: Motion by Jones to receive and file the documents and adopt Resolution No. 277-23 Approving the Fourth Amendment to Development Agreement Between the City of Dubuque, Iowa and Port of Dubuque LLC Which Provides for the Proposed Awarding of Housing Incentive Acquisition Grants. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 277-23
APPROVING THE FOURTH AMENDMENT
TO DEVELOPMENT AGREEMENT BE-
TWEEN THE CITY OF DUBUQUE, IOWA
AND PORT OF DUBUQUE LLC WHICH PRO-
VIDES FOR THE PROPOSED AWARDING
OF HOUSING INCENTIVE ACQUISITION
GRANTS**

Whereas, the City of Dubuque, Iowa (City) and Merge, LLC entered into a Development Agreement dated the 18th day of November, 2019, as amended by First Amendment dated the 6th day of April, 2020, which provided among other things for the issuance of urban renewal tax increment revenue grant obligations (the Grants); and

Whereas, Merge, LLC assigned the Development Agreement to Port of Dubuque, LLC on the 13th day of February, 2020, with the

consent of City in a Second Amendment dated November 16, 2020; and

Whereas, a Third Amendment to Development dated May 15, 2020, extended the closing date of the agreement to July 31, 2023; and

Whereas, City and Port of Dubuque, LLC, now desire to further amend the Development Agreement as set forth in the [provided] Fourth Amendment, subject to the approval of the City Council; and

Whereas, the City Council has tentatively determined that it would be in the best interests of City to approve the Fourth Amendment to Development Agreement; and

Whereas, before said Fourth Amendment may be approved, Chapter 403 of the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. That the Fourth Amendment to Development Agreement by and Between the City of Dubuque, Iowa and Port of Dubuque LLC, a copy of which is [provided] hereto, including the issuance of Housing Incentive Acquisition Grants, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved

Passed, approved, and adopted this 21st day of August, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

3. 2023 Maintenance Dredging Harbor Area Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 278-23 Approval of Plans, Specifications, form of Contract, and Estimated Cost for the 2023 Maintenance Dredging Project. Bob Schiesl, Assistant City Engineer was present to respond to questions from the City Council. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 278-23
APPROVAL OF PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATED
COST FOR THE 2023 MAINTENANCE
DREDGING PROJECT**

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

That the [provided] plans, specifications, form of contract and estimate of total cost for the 2023 Maintenance Dredging Project in the estimated amount \$500,000.00, are hereby approved.

Passed, approved, and adopted this 21st day of August 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

4. Voluntary Annexation Request for Butler Children's Garden Foundation, Inc., known as The Wanderwood Gardens for approximately 18.7 acres of property: Motion by Farber to receive and file the documents and adopt Resolution No. 279-23 Approving an Application for Voluntary Annexation of Territory to the City of Dubuque, Iowa. Seconded by Resnick. Motion carried 7-0.

**RESOLUTION NO. 279-23
APPROVING AN APPLICATION FOR VOLUNTARY ANNEXATION OF TERRITORY TO THE CITY OF DUBUQUE, IOWA**

Whereas, the City Council of Dubuque has received a written application from the Butler Children's Garden Foundation, Inc. (applicant and property owner) for the voluntary annexation of approximately 18.717 acres of property. The property is comprised of undeveloped forest land just north of the Dubuque Arboretum in Dubuque County as shown on Exhibit A and legally described as:

All of Lot 2 of Y-Camp Place No. 3 In Dubuque County, Iowa, Containing 18.717 Acres; and

Whereas, the annexation territory is not subject to an existing annexation moratorium agreement and does not include any railroad property; and

Whereas, the annexation territory does not include State-owned property; and

Whereas, Chapter 368 of the Code of Iowa authorizes this annexation by adoption of a resolution and required notification; and

Whereas, the annexation territory is consistent with the City's Comprehensive Plan; and

Whereas, the future growth and development of the City of Dubuque, Iowa makes it desirable that the annexation territory be made part of the City of Dubuque, Iowa; and

Whereas, the City of Dubuque has the capacity to provide substantial municipal services to the annexation territory; and

Whereas, the annexation is in the public interest.

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

Section 1. That the application for the voluntary annexation of property by the Butler Children's Garden Foundation, Inc. (applicant and property owner) consisting of 18.717 acres as shown on Exhibit A is hereby approved for annexation to the City of Dubuque.

Section 2. That, subject to the approval of the City Development Board, the corporate limits of the City of Dubuque be and they hereby are extended to include the approximately 18.717 acres of annexation territory as shown on Exhibit A Annexation Map and Exhibit C Annexation Legal Description.

Section 3. That the City Council does hereby certify that the City of Dubuque has complied with the notice and hearing requirements of the Iowa Code pertaining to 100% voluntary annexation of territory within the urbanized area of another city.

Section 4. That if the City Development Board approves this annexation, the territory hereby annexed shall become a part of Ward Two of the City of Dubuque.

Section 5. That the City Clerk shall file this resolution, all exhibits and the applications for voluntary annexation with the City Development Board of the State of Iowa in accordance with the provisions of Chapter 368 of the Iowa Code.

Section 6: That the Real Estate owned by Butler Children's Garden Foundation, Inc. shall be entitled to the following partial exemption from taxation for City taxes for a period of then (10) years following the final order of the City Development Board after the exhaustion of any and all appeals from the action of the Board by any person or the expiration of the time within which such appeals may be brought, approving the voluntary annexation of the property:

1. For the first and second year, seventy-five percent (75%)
2. For the third and fourth year, sixty percent (60%)
3. For the fifth and sixth year, forty-five percent (45%)
4. For the seventh and eighth year, thirty percent (30%)
5. For the ninth and tenth year, fifteen percent (15%).

Passed, approved, and adopted this 21st day of August 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

5. The Zoning Advisory Commission recommends approval of the Request to Rezone 1064 and 1070 University Avenue by Chad Streff with restrictions: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by

Wethal. Motion carried 7-0. Planning Services Manager Wally Wernimont provided a staff report.

Motion by Jones for final consideration and passage of Ordinance No. 36-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 1064 University Avenue From C-2 Neighborhood Commercial Shopping Center District to C-3 General Commercial District with Conditions as Established in the attached Memorandum of Agreement. Seconded by Wethal. Motion carried 7-0.

ORDINANCE NO. 36 -23

AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 1064 UNIVERSITY AVENUE FROM C-2 NEIGHBORHOOD COMMERCIAL SHOPPING CENTER DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT WITH CONDITIONS AS ESTABLISHED IN THE ATTACHED MEMORANDUM OF AGREEMENT

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, the Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from C-2 Neighborhood Commercial Shopping Center District to C-3 General Commercial District with conditions, to wit:

Lot 2 of Lot 4 of the Subdivision of Mineral Lot 80, in the City of Dubuque, Iowa, according to the recorded plats thereof, subject to easements of record and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication, as provided by law.

Passed, approved, and adopted this 21st day of August 2023.

/s/Brad M. Cavanaugh, Mayor

Attest:/s/Trish L. Gleason, Assistant City Clerk
Published officially in the Telegraph Herald newspaper on the 25th day of August 2023.

/s/ Trish L. Gleason, Assistant City Clerk

MEMORANDUM OF AGREEMENT

Pursuant to the Iowa Code Section 414.5, and as an express condition of rezoning of the property located at 1064 University and legally

described as:

Lot 2 of Lot 4 of the Subdivision of Mineral Lot 80 in the City of Dubuque, Iowa, according to the recorded plats thereof, subject to easements of record and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa

which is the subject of Ordinance No. 36-23, a copy of which is [provided] hereto and incorporated herein by reference, the undersigned property owner(s) agree(s) to the following conditions, all of which the property owner(s) further agree(s) are reasonable and are imposed to satisfy public needs which are caused directly by the rezoning:

A) Conditions:

1) That the list of Permitted Uses shall be limited to:

1. Appliance sales or service.,
2. Artist studio.
3. Automated gas station.
4. Bank, savings and loan, or credit union.
5. Barber or beauty shop.
6. Bar or Tavern
7. Commercial greenhouse.
8. Furniture or home furnishing sales.
9. Furniture upholstery or repair.
10. Gas station.
11. General office.
12. Golf course.
13. Indoor restaurant.
14. Laundry, dry cleaner, or laundromat.
15. Licensed childcare center.
16. Medical office.
17. Neighborhood shopping center.
18. Parks, public or private, and similar natural recreation areas.
19. Photographic studio.
20. Place of religious exercise or assembly.
21. Railroad or public or quasi-public utility, including substation.
22. Registered child development home.
23. Residential use above the first floor only.
24. Retail sales and service.
25. School of private instruction.

2) All Conditional Uses, Parking Requirements, Sign and Bulk Regulations shall comply with the C-2 Neighborhood Shopping Center Zoning Regulations.

3) Accessory Uses: Any use customarily incidental and subordinate to the principal use it serves.

4) Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title.

5) Hours of operation for outside activities shall be limited to 9:00 AM to 10:00 PM Sunday thru Thursday and 9:00 AM to

Midnight on Friday and Saturday.

B) Reclassification of the Subject Property. The City of Dubuque, Iowa may initiate zoning reclassification proceedings to the C-2 Neighborhood Shopping Center District if the property owner fails to complete any of the conditions or provisions of this Agreement.

C) Modifications. Any modifications of this Agreement shall be considered a zoning reclassification and shall be subject to the provisions of the Title 16, Unified Development Code, governing zoning reclassifications. All such modifications must be approved by the City Council of Dubuque, Iowa.

D) Recording. A copy of this Agreement shall be recorded with the Dubuque County Recorder as a permanent record of the conditions accepted as part of this rezoning approval within ten (10) days of the adoption of Ordinance No. 36-23.

E) Construction. This Agreement shall be construed and interpreted as though it were part of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code.

F) This Agreement shall be binding upon the undersigned and his/her heirs, successors, and assignees.

ACCEPTANCE OF ORDINANCE NO. 36-23

I, Chad A. Streff and Kymberly A. Streff, having read the terms and conditions of the foregoing Ordinance No. 36-23 and being familiar with the conditions thereof, hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this 4th day of August, 2023.

/s/Chad A. Streff, property owner

/s/Kymberly A. Streff, property owner

6. The Zoning Advisory Commission recommends approval of the Request to Rezone - 190 North Crescent Ridge from Adam Kafer, SIMS Properties, LLC. as submitted: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Motion carried 7-0. Planning Services Manager Wally Wernimont provided a staff report.

Motion by Jones for final consideration and passage of Ordinance No. 37-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 190 North Crescent Ridge from CS Commercial Service and Wholesale District to C-3 General Commercial District. Seconded by Farber. Motion carried 7-0.

ORDINANCE NO. 37-23

AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 190 NORTH CRESCENT RIDGE FROM CS COMMERCIAL SERVICE AND WHOLESALE DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from CS Commercial Service and Wholesale District to C-3 General Commercial District, to wit:

Lot 1 of Tschiggfrie Commercial No. 3 and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved, and adopted this 21st day of August, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk
Published officially in the Telegraph Herald newspaper on the 25th day of August 2023.

/s/ Trish L. Gleason, Assistant City Clerk

PUBLIC INPUT

Dale Leslein, 17291 Asbury Rd., Durango, Ia. provided input in favor of City Council establishing an ATV-UTV ordinance for the City of Dubuque

Paul Schultz, 1040 Mount Carmel Dr. provided input in favor of City Council prioritizing the Food Scrap Composting program.

Julie Castella, 1040 Mount Carmel Dr. reiterated the statement made by Mr. Schultz regarding the Food Scrap Composting program.

ACTION ITEMS

1. Telegraph Herald "My View" article by Chief Financial Officer Jennifer Larson, Dubuque's credit rating increase can bring substantial taxpayer savings: Motion by Roussell to receive and file the documents. Seconded by Sprank. Motion carried 7-0.

2. Dubuque Named One of 11 Iowa Thriving Communities by Iowa Finance Authority (IFA) and Iowa Economic Development

Authority (IEDA): Motion by Wethal to receive and file the documents. Seconded by Sprank. Motion carried 7-0.

3. Greater Dubuque Development Corporation Quarterly Report and presentation of Annual Report: Motion by Resnick to receive and file the documents and listen to the presentation. Seconded by Farber. Rick Dickinson, President, and CEO of The Greater Dubuque Development Corporation presented the quarterly update on the activities of the Greater Dubuque Development Corporation and provided City Council with copies of the Greater Dubuque Development Corporation 2022-2023 Annual Report. Motion carried 7-0.

4. Request for Work Session - Developer's Roundtable Report: Motion by Resnick to receive and file the documents and schedule the work session for Monday, November 6, 2023, beginning at 5:15 p.m. Seconded by Jones. No schedule conflicts were expressed. Motion carried 7-0.

5. Platting of City Property along East Fifth Street and Bell Street in the Port of Dubuque for McCoy Group, Inc. Development Agreement: Motion by Roussell to receive and file the documents and adopt Resolution No. 280-23 Approving Plat of Survey of Lot 1-1 and 2-1 of Riverwalk Ninth Addition, in the City of Dubuque, Dubuque County, Iowa. Seconded by Farber. Motion carried 7-0.

**RESOLUTION NO. 280-23
APPROVING PLAT OF SURVEY OF LOT 1-1
AND 2-1 OF RIVERWALK NINTH ADDITION,
IN THE CITY OF DUBUQUE, DUBUQUE
COUNTY, IOWA**

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a plat dated the 8th day of August 2023, prepared by The City of Dubuque Engineering Department, re-platting Lot 1 of Riverwalk Ninth Addition, to be hereinafter known as Lot 1-1 and Lot 2-1 of Riverwalk Ninth Addition, in the City of Dubuque, Dubuque County, Iowa; and

Whereas, said plat conforms to the laws and statutes pertaining thereto.

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

Section 1. That the plat dated the 8th day of August 2023, prepared by The City of Dubuque Engineering Department relative to the real estate hereinabove described be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plat for and on behalf of the City of Dubuque, Iowa.

Section 2. That the City Clerk be and is hereby authorized and directed to file said plat

and certified copy of this resolution in the office of the Recorder in and for Dubuque County, Iowa.

Passed, approved, and adopted this 21st day of August 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

6. Request to Rename "Dubuque Ice Arena" to "ImOn Arena": Motion by Sprank to receive and file the documents and adopt Resolution No. 281-23 Renaming the Dubuque Ice Arena to ImOn Arena. Seconded by Wethal. Marie Ware, Leisure Services Manager responded to questions from City Council. Motion carried 7-0.

**RESOLUTION NO. 281-23
RENAMING THE DUBUQUE ICE ARENA TO
IMON ARENA**

Whereas, the City of Dubuque entered into a Development Agreement and Lease which facilitated the construction of an indoor ice arena located on property it owns on Chaplain Schmitt Island in 2009; and

Whereas, the indoor ice arena was constructed by Dubuque Community Ice & Recreation Center, Inc. between the years of 2009 and 2010 at 1800 Admiral Sheehy Drive, Dubuque, IA 52001; and

Whereas, the City entered into a partnership with the Dubuque Racing Association (DRA) on January 1, 2022 with an Interim Staffing Agreement for the Mystique Community Ice Center; and

Whereas, the Schmitt Island Development Corporation and the City executed the Schmitt Island Management Agreement and Addendum on October 20, 2022 to fully transition all ice arena day-to-day management activities beyond what the staffing agreement outlined; and

Whereas, the indoor ice arena was originally named The Mystique Community Ice Center and was renamed the Dubuque Ice Arena; and

Whereas, the Schmitt Island Development Corporation has focused on sponsorships and naming for the ice arena for efficient and effective management and marketing of the arena; and

Whereas, ImOn Communications has signed a letter of intent of initial sponsorship fee in aggregate would be \$500,000 in annual installments of \$100,000; and

Whereas, ImOn Communications would be responsible for all requisite promotional costs associated with the naming rights for items including signage production and installation costs; and

Whereas, the name change will help reduce the city subsidy for the ice arena and market the facility.

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

Section 1. The City Council hereby changes the name of the indoor ice arena, located at 1800 Admiral Sheehy Drive, Dubuque, Iowa 52001, from the 'Dubuque Ice Arena' to the 'ImOn Arena', effectively immediately.

Passed, approved, and adopted this 17th day of July 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

7. Proposed Downtown Urban Renewal District Housing Incentive which will offer the choice between 10 years of abatement followed by 5 years of TIF or 15 years of TIF: Motion by Jones to receive and file the documents and approve. Seconded by Wethal. Motion carried 7-0.

8. Invitation to Participate as one of twelve U.S. cities to participate in the inaugural Cities Forward Initiative: Motion by Roussell to receive and file the documents and approve. Seconded by Jones. Motion carried 7-0.

9. Burlington Street Water Main Improvement Project 2023 Award to Tschiggfrie Excavating in the amount of \$312,252.00: Motion by Sprank to receive and file the documents and adopt Resolution No. 282-23 Awarding Public Improvement Contract for the Burlington Street Water Main Improvement Project 2023. Seconded by Jones. Motion carried 7-0.

**RESOLUTION NO. 282-23
AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE BURLINGTON STREET WATER MAIN IMPROVEMENT PROJECT 2023**

Whereas, sealed proposals have been submitted by contractors for the Burlington Street Water Main Improvement Project 2023, (the Project) pursuant to Resolution No. 230-23 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 21st day of July 2023; and

Whereas, said sealed proposals were opened and read on the 10th day of August 2023 and it has been determined that Tschiggfrie Excavating of Dubuque Iowa, in the base bid amount of \$312,252.00, is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Burlington Street Water Main Improvement Project 2023, is hereby awarded to Tschiggfrie Excavating and the City Manager is hereby directed to execute a Public Improvement

Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 21st day of August, 2023.

Brad Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

10. Notice of Award & Request to Execute Agreement for 23-24 City of Dubuque AmeriCorps Program: Creating Opportunities Grant: Motion by Jones to receive and file the documents and approve. Seconded by Wethal. Motion carried 7-0.

11. Merrill Crawford Feature for Leisure Services Summer Employment Promotion: Motion by Jones to receive and file the documents and view the video. Seconded by Farber. Public Information Office staff will show a video profiling Merrill Crawford, a seasonal employee in the City's Recreation Division. The video can also be viewed at <https://youtu.be/RoLDLKCrmQ0>. Motion carried 7-0.

12. Police Department Community Resource Officer Profiles Video: Motion by Jones to receive and file the documents and view the video. Seconded by Sprank. Public Information Office staff will show two videos profiling Community Resource Officers Ava Jorin and Dave Weis from the Police Department. The videos can also be seen on YouTube at: Ava Jorin: <https://youtu.be/j7wKT8DOWaQ> Dave Weis: <https://youtu.be/iqZ66vap8pg>. Motion carried 7-0.

13. Van Cleave Family & Miracle League of Dubuque Video: Motion by Roussell to receive and file the documents and view the video. Seconded by Wethal. Public Information Office staff will show a video featuring the Van Cleave family and their involvement with the Miracle League of Dubuque. The video can also be viewed at <https://youtu.be/901Cr2fKaa4>. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Resnick Welcomed students back to Dubuque and complimented the Public Information Office for their video production skills, encouraging the public to watch their productions.

Council Member Sprank reported that Loras College had provided transportation to all the incoming freshmen to attend the Saturday Farmers' Market. Mr. Sprank attended an event sponsored by the Dubuque Esports League that help gamers be mindful when navigating the internet and gaming sites.

Council Member Jones thanked Senator Grassley, Senator Ernst, and Congresswoman

Hinson for allowing their congressional staff members from Washington D.C. to participate in a tour of Dubuque to see how Dubuque is putting the staff members work into action and how the effects of what the Congress does or doesn't do directly effects the residents of Dubuque.

Mayor Cavanagh reiterated the statement of Council Member Jones and how appreciative council was that they all were able to attend.

Council Member Wethal reported having coffee with members of the Ecumenical Towers and hearing their views on issues. Ms. Wethal attended the Mount Carmel Bluffs open house in Mayor Cavanagh's absence.

Council Member Farber also attended Mount Carmel Bluffs open house.

CLOSED SESSION

Motion by Jones to convene in closed session at 9:06 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:59 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:00 p.m.

/s/Trish L. Gleason, Assistant City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 4:10 p.m. on August 22, 2023, in the Grand River Center Room #4.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting the annual goal setting session 1 of 3.

GOAL SETTING SESSION 1 OF 3

Mayor Cavanagh provided introductory remarks and reviewed the city's mission and vision statements. Facilitator Lyle Sumek, of Lyle Sumek Associates, Inc., reviewed the following sections of the Leader's Guide 2024 Working Document for input from the City Council:

Section 4: Dubuque Performance Report 2022-2023

Section 7: Strategic Discussion on Critical Issues

Section 8: Plan 2023-2028

Goal 1: Vibrant Community: Healthy and Safe

Goal 2: Financially Responsible, High-Performance City Organization: Sustainable, Equitable and Effective Service Delivery

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:15 p.m.

/s/Trish L. Gleason, Assistant City Clerk

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

The Dubuque City Council met in special session at 4:00 p.m. on August 23, 2023, in the Grand River Center Room #4.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting the annual goal setting session 2 of 3.

**GOAL SETTING
SESSION 2 OF 3**

Facilitator Lyle Sumek, of Lyle Sumek Associates, Inc., reviewed the following section of the Leaders Guide 2023 working document for input from the City Council:

Section 8: Plan 2023-2028

Goal 3: Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity

Goal 4: Livable Neighborhoods and Housing: Great Place to Live

Goal 5: Sustainable Environment: Preserving and Enhancing Natural Resources

Goal 6: Connected Community: Equitable Transportation, Technology Infrastructure, and Mobility

Goal 7: Diverse Arts, Culture, Parks, and Recreation: Experiences and Activities

Goal 8: Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:17 p.m.

/s/Trish L. Gleason, Assistant City Clerk

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

The Dubuque City Council met in special session at 4:00 p.m. on August 24, 2023, in the Grand River Center Room #4.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting the annual goal setting session 3 of 3.

**GOAL SETTING
SESSION 3 OF 3**

Facilitator Lyle Sumek, of Lyle Sumek Associates, Inc., facilitated the City Council identifying top and high priorities for a 2023-2025 policy agenda as well as in-progress projects and capital projects for 2023-2025, subsequently resulting in the following goals and priorities:

The 2038 Dubuque Vision Statement:

Dubuque 2038 is a sustainable and resilient city, an inclusive and equitable community where ALL are welcome. Dubuque 2038 has preserved our Masterpiece on the Mississippi, has a strong, diverse economy and expanding connectivity. Our residents experience healthy living and active lifestyles; have choices of quality, affordable, livable neighborhoods; have an abundance of diverse, fun things to do; and are successfully and actively engaged in the community.

Mission Statement:

Dubuque city government is progressive and financially sound with residents receiving value for their tax dollars and achieving goals through partnerships. Dubuque city government's mission is to deliver excellent municipal services that support urban living; contribute to an equitable, sustainable city; plan for the community's future; and facilitate access to critical human services.

City of Dubuque Goals 2028:

Vibrant Community: Healthy and Safe
Financially Responsible, High-Performance
City Organization: Sustainable, Equitable, and Effective Service Delivery
Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity
Livable Neighborhoods and Housing: Great Place to Live

Sustainable Environment: Preserving and Enhancing Natural Resources
 Connected Community: Equitable Transportation, Technology Infrastructure, and Mobility

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

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

Policy Agenda:

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

2023 – 2025 Top Priorities (in alphabetical order):

Air Service: Future Strategy and Action Plan
 City Workforce Retention and Attraction
 Comprehensive Study of Fire Station Locations and Staffing

Police Department Full Staffing
 Street Maintenance and Rehabilitation Program

2023 – 2025 High Priorities (in alphabetical order):

Bee Branch Detention Basin Pump Replacement

Cattfish Creek Sanitary Sewer Project Pump Station

Central Avenue Corridor Revitalization Plan
 Leveraging Federal and State Infrastructure Grant Programs

RAISE Grant & Matching Funds for Construction (14th St. Railroad Overpass and Elm St. and 16th St. Corridor Complete Streets)

Mayor Cavanagh provided closing remarks and thanked the City Council for their open and candid conversations regarding the more than one hundred twenty-five (125) priorities initially presented to them. Their ability to compromise and work together as a team made a difficult process possible. The Mayor shared how proud he was to be part of such a professional group of people with serving the residents of Dubuque as their primary focus. The Mayor concluded his remarks by saying that Dubuque and the Dubuque City Council can be a model of optimism for other communities.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:11 p.m.

/s/Trish L. Gleason, Assistant City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on September 5, 2023 in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PROCLAMATION(S)

1. Nathaniel and Charlotte Morgan Peace Week (September 4-8): was accepted by Ernestine Moss, Chris Happ-Olson, and Brian Hallstoos, on behalf of Nathaniel Morgan Memorial Committee (NMMC)

2. Days of Peace and Nonviolence (September 6 to October 1): was accepted by R.R.S. Stewart on behalf of Dubuque International Day of Peace Coordinating Committee

3. Childhood Cancer Awareness Month (September): was accepted by Mitchell Schmitt, board member of Children's Cancer Connection and childhood cancer survivor and on behalf of Children's Cancer Connection

CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of 8/1/23, 8/21/23, 8/22/23, 8/24/23; Proof of Publication of City Council Proceedings of 7/31/23, 8/7/23 Upon motion the documents were received and filed.

2. Expenses submitted for City Council Approval: Upon motion the documents were received and filed, and Resolution No. 283-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 283-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

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

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

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

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

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

Passed, approved, and adopted this 5th day of September, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

Items 3 and 4. City Manager providing a copy of the September/October 2023 Issue of City News Newsletter and the 2023 City Services Guide brochure. Upon motion the documents were received and filed.

5. National Endowment for the Arts (NEA) Local Arts Agency (LAA) American Rescue Plan Act (ARPA) Creative Empowerment

Subgrant Funding Recommendation for Round 2. Upon motion the documents were received, filed, and concurred.

Items 6 to 13 - City Manager providing a copy of the City of Dubuque Employment brochure; Employment and Empowerment Expo Flyer; Updated Local Housing Creation, Access, & Affordability Programs & Incentives Brochure; Creating Housing Opportunities: New Housing Units Approved and/or Under Review - 2,029 Lots/Units; Carnegie-Stout Public Library Fall Program Guide Brochure; Fall 2023 "Let's Go!" Activities Flyer; Multicultural Family Center section of Let's Go Activities Guide Fall 2023 brochure; The Creation of a Neighborhood Association Toolkit. Upon motion the documents were received and filed.

14. Iowa Grocer's Association Fireworks Permit Request from J&M Displays, Inc for a fireworks display on September 12, 2023, on the Riverwalk between the Star Brewery and the Grand River Center. Upon motion the documents were received, filed, and approved.

15. 2024 Boating Infrastructure Tier 1 Grant Application Authorization to Submit Grant Application to Assist with Funding to Perform Maintenance Dredging at Dubuque Marina: Upon motion the documents were received and filed, and Resolution No. 284-23 Authorizing the filing of a Grant Application with the U.S. Fish And Wildlife Service and Iowa Department of Natural Resources for the 2024 Boating Infrastructure Tier 1 Grant to assist with funding to perform maintenance dredging at Dubuque Marina was adopted.

**RESOLUTION NO. 284-23
AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE US FISH AND WILDLIFE SERVICE AND IOWA DEPARTMENT OF NATURAL RESOURCES FOR THE 2024 BOATING INFRASTRUCTURE TIER 1 GRANT TO ASSIST WITH FUNDING TO PERFORM MAINTENANCE DREDGING AT DUBUQUE MARINA**

Whereas, the City completed river bottom bathometric surveys along the entire riverfront and developed a river and harbor bottom elevation model to identify shallows water way locations at various river stages and evaluate potential dredging needs; and

Whereas, based on the river bottom contour elevations, a silted in area along Peosta Channel at the entrance to Dubuque Marina was identified; and

Whereas, city staff met with Dubuque Marina to review the river bottom bathometric survey contour maps, evaluate maintenance dredging needs, and prioritize maintenance dredging locations based on current operational challenges for safe harbor access for

recreational and transient boat navigational access; and

Whereas, the City is proposing a 2-phase dredging project to support the local and regional transient boating market; and

Whereas, the proposed 2-phase dredging project will provide adequate depth and improved open waterway for safely navigating transient vessels. By dredging and creating the open waterway from the Peosta Channel to the marina transient docks, this will create improved water flow and water circulation which will reduce the potential for future sediment siltation within the proposed dredge location; and

Whereas, the proposed dredged open waterway will be more sustainable long-term and will maximize the return on the investment of federal BIG funding with a long-term solution in providing safe harbor access for daily and overnight transient boaters; and

Whereas, the City is seeking funding through the Sportfishing and Boating Safety Act - Boating Infrastructure Grants (BIG) Program to assist with funding to perform maintenance dredging at Dubuque Marina; and

Whereas, Dubuque Marina has provided a letter of support, and has agreed to contribute the \$100,000 (25%) local match grant funds required.

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

Section 1. The City is hereby authorized to file the grant application with the US Fish and Wildlife Service and Iowa Department of Natural Resources for the 2024 Boating Infrastructure Tier 1 Grant to assist with funding to perform maintenance dredging at Dubuque Marina.

Passed, approved, and adopted this 5th day of September 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

16. Fiscal Year 2024 Purchase of Services Grant Amendment and Reallocated Agreement with St. Mark Youth Enrichment and St. John's Almost Home and authorize the Mayor to execute the agreements on behalf of the City. Upon motion the documents were received, filed, and approved.

17. CDBG-CV Subrecipient Agreement for Credit Repair Program with Catholic Charities and authorize the Mayor to execute the contract on behalf of the City. Upon motion the documents were received and filed, and Resolution No. 285-23 Authorizing Execution of CDBG-CV Subrecipient Agreement with Catholic Charities was adopted.

RESOLUTION NO. 285-23

AUTHORIZING EXECUTION OF CDBG-CV SUBRECIPIENT AGREEMENT WITH CATHOLIC CHARITIES

Whereas, the Catholic Charities has requested CDBG-CV assistance for a Credit Repair Program to respond to the COVID-19 pandemic; and

Whereas, the City Council approved the Iowa Economic Development Authority CDBG-CV agreement with the City of Dubuque on December 21, 2020; and

Whereas, all services provided will be to a minimum of 51% low/moderate income residents.

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

Section 1. That the Subrecipient Agreement, beginning September 5, 2023, with Catholic Charities be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 5th day of September 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

18. FY 24 Cooperative Agreement Proposal with the Iowa Civil Rights Commission (ICRC) to assist local agencies in resolving discrimination complaints and to reduce case backlogs without compromising quality or the integrity of the system. Upon motion the documents were received, filed, and approved.

19. Accepting the Foothill Court Drain Tile Project 2023 and the authorizing payment of the final contract amount of \$63,325.52 to Temperley Excavating Company, Inc. of East Dubuque, IL. Upon motion the documents were received and filed, and Resolution No. 286-23 Accepting the Foothill Court Drain Tile Project 2023 and Authorizing the Payment to the Contractor was adopted.

RESOLUTION NO. 286-23

ACCEPTING THE FOOTHILL COURT DRAIN TILE PROJECT 2023 AND AUTHORIZING THE PAYMENT TO THE CONTRACTOR

Whereas, the public improvement contract for the Foothill Court Drain Tile Project 2023 (the Project) has been completed by the Contractor, Temperley Excavating Company, Inc., (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$63,325.52; and

Whereas, the Contractor has previously been paid \$60,159.24, leaving a balance of

\$3,166.28; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$3,166.28 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 5th day of September 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

20. Funding Agreement between City and American Marine 2023 Maintenance Dredging Project and hereby authorize the City Manager to execute said agreement. Upon motion the documents were received and filed, and Resolution No. 287-23 Approving the Funding Agreement between the City of Dubuque and American Marine for the 2023 Maintenance Dredging Project was adopted.

**RESOLUTION NO. 287-23
APPROVING THE FUNDING AGREEMENT
BETWEEN THE CITY OF DUBUQUE AND
AMERICAN MARINE FOR THE 2023
MAINTENANCE DREDGING PROJECT**

Whereas, city staff met with American Marine to review the river bottom bathymetric survey contour maps, evaluate maintenance dredging needs, and prioritize maintenance dredging locations based on current operational challenges for safe harbor access for recreational and transient boat navigational access; and

Whereas, American Marine - Dubuque Yacht Basin requested and identified the location to be dredged as part of the 2023 Maintenance Dredging Project; and

Whereas, per the Dubuque Yacht Basin Lease dated February 5, 1974, the City is only responsible for performing maintenance dredging of Schmitt Harbor to a usable depth for such purposes as are permitted by the Lease; and

Whereas, although the requested dredge area is outside the Schmitt Harbor location referenced per the Lease, and outside the City's obligation to maintain, staff believes it is in the public best interests to perform maintenance dredging to create a safe open waterway for navigating vessels from the Peosta Channel to and from the marina harbor and transient docks; and

Whereas, American Marine has provided a

letter of support dated August 1, 2023, for the 2023 Maintenance Dredging Project, and has agreed to provide \$100,000 towards dredging at the Yacht Basin; and

Whereas, City and American Marine now desire to enter into a Funding Agreement to perform maintenance dredging at the Dubuque Yacht Basin.

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

Section 1. That said Funding Agreement between City and American Marine for the partnership agreement to complete the 2023 Maintenance Dredging Project is hereby approved.

Section 2. That the City Manager be authorized and directed to execute said Funding Agreement between City and American Marine for the partnership agreement to complete the 2023 Maintenance Dredging Project.

Passed, adopted, and approved this 5th day of September 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

21. Project Based Voucher Contract Renewal with The Rose of Dubuque: Upon motion the documents were received and filed, and Resolution No. 288-23 Authorizing the Director of Housing and Community Development to execute a Renewal Contract Agreement between the City of Dubuque and The Rose of Dubuque L.P. for the Project Based Voucher Program and authorizing the Director of Housing and Community Development and the City Manager to approve the contract renewal was adopted.

**RESOLUTION NO. 288-23
AUTHORIZING THE DIRECTOR OF HOUSING
AND COMMUNITY DEVELOPMENT TO
EXECUTE A RENEWAL CONTRACT
AGREEMENT BETWEEN THE CITY OF
DUBUQUE AND THE ROSE OF DUBUQUE
L.P. FOR THE PROJECT BASED VOUCHER
PROGRAM AND AUTHORIZING THE
DIRECTOR OF HOUSING AND COMMUNITY
DEVELOPMENT AND THE CITY MANAGER
TO APPROVE THE CONTRACT RENEWAL**

Whereas, the U.S. Department of Housing and Urban Development supports a Project Based Voucher Program as a component of the Housing Choice Voucher Program requires a contract to be in place tied to specific project-based units; and

Whereas, the City of Dubuque originally entered into a contract with The Rose of Dubuque L.P. in October 2012 for a ten-year term; and

Whereas, the City of Dubuque's extended the contract with The Rose of Dubuque L.P. for 17 PBV units and is due to expire 10/12/2023; and

Whereas, the City of Dubuque Housing & Community Development Department and The Rose of Dubuque wish to renew the contract for the Project Based Vouchers for a two-year term; and

Whereas, the City of Dubuque proposes to continue administering the Project Based Voucher program at The Rose of Dubuque; and

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

Section 1: That the Director of Housing and Community Development is hereby authorized and directed to execute a renewal contract for the Project Based Voucher program; and

Section 2: That the Director of Housing and Community Development and the City Manager are hereby authorized to approve the contract.

Passed, approved, and adopted this 5th day of September 2023.

Brad M Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

22. Acceptance Green Alley Retaining Wall Project for 2406, 2408, 2410 Queen Street between Queen Street and Windsor Avenue CIP 5524000003 and authorize the payment of the final contract amount of \$70,379.25 to MDE, LLC DBA McDermott Excavating of Dubuque, IA. Upon motion the documents were received and filed, and Resolution No. 289-23 Accepting the Green Alley Retaining Wall – 2406, 2408, 2410 Queen Street Between Queen Street and Windsor Avenue project and Authorizing the Payment to the Contractor was adopted.

**RESOLUTION NO. 289-23
ACCEPTING THE GREEN ALLEY RETAINING WALL – 2406, 2408, 2410 QUEEN STREET BETWEEN QUEEN STREET AND WINDSOR AVENUE PROJECT AND AUTHORIZING THE PAYMENT TO THE CONTRACTOR**

Whereas, the public improvement contract for the Green Alley Retaining Wall – 2406, 2408, 2410 Queen Street Between Queen Street and Windsor Avenue Project (the Project) has been completed by the Contractor, MDE, LLC DBA McDermott Excavating, (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$70,379.25; and

Whereas, the Contractor has previously been paid \$66,448.75, leaving a balance of \$3,930.50; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$3,930.50 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 5th day of September 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

23. Civil Service Certified List for Police Officer; Upon motion the documents were received, filed, and made a Matter of Record.

August 28, 2023

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, an examination for the position of Police Officer was administered on August 12, 2023. We, The Civil Service Commission, hereby certify that the individuals listed in the attached list have passed the written examination administered on either March 11, 2023, May 6, 2023, or August 12, 2023, are using a valid transfer score, or are currently certified as an Iowa Law Enforcement Officer and any vacancies for the position of Police Officer should be filled from this list and that this list is good through March 12, 2024.

Police Officer

1. Dustin Allen, 2. Noah Altman, 3. Ser Jon Bennett, 4. Dustin Brant, 5. Daniel Brimmer – Transfer Score, 6. Kaitlyn Frick, 7. Nathan Goodson-Gregg, 8. Ashley Hahnbaum – Certified, 9. Sophia Hammond, 10. Brandon Hoey, 11. Sierra Hooper, 12. Marcus Leitzen, 13. Henry Nosek, 14. Noah Perry – Transfer Score, 15. Kenneth Schrader, 16. Josh Vauthier – Transfer Score

Respectfully Submitted,
Civil Service Commissioner

24. Tobacco Compliance Civil Penalties for Tobacco License Holders – Dubuque Tobacco & Grocery, 1248 Iowa St. and Pink Cloud Smoke Shop, 3301 Pennsylvania Ave. Upon motion the documents were received, filed, and approved.

ITEMS SET FOR PUBLIC HEARING

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

1. Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations, Pursuant to the Development Agreement for Property located at 2901 Central Ave. formally the Holy Ghost School, to Create 18 New Market-rate Rental Units by and between the City of Dubuque, Iowa, and HG APT LLC: Upon motion the documents were received and filed and Resolution No. 290-23 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa, and HG APT LLC, Including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 18, 2023 in the Historic Federal Building.

**RESOLUTION NO. 290-23
FIXING THE DATE FOR A PUBLIC HEARING
OF THE CITY COUNCIL OF THE CITY OF
DUBUQUE, IOWA ON A DEVELOPMENT
AGREEMENT BY AND BETWEEN THE CITY
OF DUBUQUE, IOWA, AND HG APT LLC, IN-
CLUDING THE PROPOSED ISSUANCE OF
URBAN RENEWAL TAX INCREMENT REVE-
NUE OBLIGATIONS RELATING THERETO
AND PROVIDING FOR THE PUBLICATION
OF NOTICE THEREOF**

Whereas, City and HG APT LLC have entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W. 13th Street, Dubuque, Iowa for the development of property located at 2901 Central Avenue; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement, with HG APT LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403 pursuant to the Development Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to

authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 18th day of September, 2023, at 6:30 p.m. The official agenda will be posted on Friday, September 15, 2023 and will contain listening, viewing, and public input options. The City Council agenda can be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with HG APT LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to HG APT LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$393,194.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form [provided] hereto.

Passed, approved, and adopted this 5th day of September, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

2. Maus Lake Pumping Station Culvert Repair Project #5586500032 preliminarily approving the proposed plans, specifications, form of contract, and construction estimate of \$741,300. Upon motion the documents were received and filed and Resolution No. 291-23 The Maus Park Lake Pump Station Culvert Repair Project - Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 18, 2023 in the Historic Federal Building.

**RESOLUTION NO. 291-23
THE MAUS PARK LAKE PUMP STATION
CULVERT REPAIR PROJECT -**

PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS

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

Section 1. The proposed plans, specifications, form of contract and estimated cost for the Maus Park Lake Pump Station Culvert Repair Project in the estimated amount \$586,000.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2. A public hearing will be held on the 18th day of September, 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the [provided] notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

Section 3. The Maus Park Lake Pump Station Culvert Repair Project is hereby ordered to be advertised for bids for construction.

Section 4. The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

Section 5. The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 26th day of September 2023. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 2nd day of October 2023, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, approved, and adopted this 5th day of September 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

3. Proceedings for Public Hearing on the Issuance of Not to Exceed \$1,000,000, Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Funds, Planning and Design Loan Applications to fund the planning and design of the improvements to various elements of the existing Cedar Street Lift Station, Terminal Street Lift Station, and the associated FMs between the two and to the City's public wastewater treatment facility. Upon motion the documents were received and filed and Resolution No. 292-23 To fix a date for a Public Hearing on Proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to Borrow Money Thereunder in a Principal Amount Not to Exceed \$1,000,000 (Lift Stations) was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 18, 2023 in the Historic Federal Building.

**RESOLUTION NO. 292-23
TO FIX A DATE FOR A PUBLIC HEARING
ON PROPOSAL TO ENTER INTO A SEWER
REVENUE LOAN AND DISBURSEMENT
AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT
NOT TO EXCEED \$1,000,000 (LIFT
STATIONS)**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to a prior resolution of the Council, the City has heretofore issued sewer revenue bonds or notes as set forth on [provided] outstanding debt certificate and a portion of which remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$1,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing

improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on September 18, 2023, at 6:30 o'clock p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, at which time and place a hearing will be held and proceedings will be instituted, and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the [provided] form.

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$1,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 5, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

4. Proceedings for Public Hearing on the Issuance of Not to Exceed \$430,000, Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Funds, Planning and Design Loan Applications to fund the planning and design of the improvements on Laurel Street, on Grove Terrace, on Center Grove, and the inspection and condition assessment of other aging sewer infrastructure. Upon motion the documents were received and filed and Resolution No. 293-23 To fix a date for a Public Hearing on Proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to Borrow Money Thereunder in a Principal Amount Not to Exceed \$430,000 (Grove) was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 18, 2023 in the Historic Federal Building.

**RESOLUTION NO. 293-23
TO FIX A DATE FOR A PUBLIC HEARING
ON PROPOSAL TO ENTER INTO A SEWER
REVENUE LOAN AND DISBURSEMENT
AGREEMENT AND TO BORROW MONEY
THEREUNDER IN A PRINCIPAL AMOUNT
NOT TO EXCEED \$430,000 (GROVE)**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued sewer revenue bonds or notes as set forth on [provided] outstanding debt certificate and a portion of which remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$430,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the Council at which it is proposed to take

action to enter into the Agreement and to give notice thereof as required by such law.

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

Section 1. This City Council shall meet on September 18, 2023, at 6:30 o'clock p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, at which time and place a hearing will be held and proceedings will be instituted, and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the [provided] form.

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately \$430,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 5, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

BOARDS/COMMISSIONS

Applications were reviewed for the following Boards and Commissions. Applicants were invited to address the City Council regarding

their desire to serve on the following Boards/Commissions.

1. Equity and Human Rights Commission: One, 3-Year Term through January 1, 2024 (Vacant term of Herrion) and One, 3-Year Term through January 1, 2025 (Vacant term of Williams) Applicants: Michaela Freiburger, 1718 Diane Crt.; David Heiar, 805 Carriage Hill Dr. This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 9 Commissioners total; currently 4 males /3 females /2 openings. Mr. Heiar spoke in support of his application and provided a brief biography.

PUBLIC HEARINGS

1. Proposed Development Agreement by and between the City of Dubuque, Iowa, and Farley & Loetscher, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Wendy Hopp, 2193 Southway Dr., Gail Weitz, 1630 Lori Crt., Nino Erba, 180 West 15th St., Jaime Izaguirre 1394 Locust St, All spoke regarding the need for more low-income housing in Dubuque. Rick Dickinson, 205 Hill St. spoke professionally and personally in favor of this project. Matt Mulligan, 501 Bell St. – Developer – President of Conlan Construction Spoke regarding his vision of the project and how this one project fits into the overall housing need for the City Of Dubuque. Motion by Resnick to receive and file the documents and adopt Resolution No. 294-23 Approving a Development Agreement by and between the City of Dubuque, Iowa and Farley & Loetscher, LLC, including the issuance of Urban Tax Increment Revenue Obligations. Seconded by Jones. Motion carried 7-0.

RESOLUTION NO. 294-23

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND FARLEY & LOETSCHER, LLC, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS

Whereas, Farley & Loetscher, LLC is the owner of the property legally described as follows:

City Lots 349A, 349, 350, 351, 352, 353, 374, 375, 376, 377, & 378 (the Property); and

Whereas, the City Council, by Resolution No. 273-23, dated August 21, 2023, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Farley & Loetscher, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed

Development Agreement on September 5, 2023 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement for redevelopment of the Property by Farley & Loetscher, LLC, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Development Agreement by and between the City of Dubuque, Iowa, and Farley & Loetscher, LLC, a copy of which is [provided] hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved, and adopted this 5th day of September, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

2. Development Agreement by and Between the City of Dubuque, Iowa and Chadwick Block, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations for a project at 249 W 1st Street: Motion by Jones to receive and file the documents and adopt Resolution No. 295-23 Approving a Development Agreement by and between the City of Dubuque, Iowa, and Chadwick Block, LLC including the issuance of Urban Tax Increment Revenue Obligations. Seconded by Sprank. Motion carried 7-0.

**RESOLUTION NO. 295-23
APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND CHADWICK BLOCK, LLC INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS**

Whereas, Chadwick Block, LLC is the owner of the property legally described as follows:

Lot 1 of MONTANA HOUSE, in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #2020-2319, records of Dubuque County, Iowa. (the Property); and

Whereas, the City Council, by Resolution No. 272-23, dated August 21, 2023, declared its intent to enter into a Development

Agreement by and between the City of Dubuque, Iowa, and Chadwick Block, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on September 5, 2023 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement for redevelopment of the Property by Chadwick Block, LLC, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Development Agreement by and between the City of Dubuque, Iowa, and Chadwick Block, LLC, a copy of which is [provided] hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved, and adopted this 5th day of September, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

3. Chaplain Schmitt Island Trail Connection Project Iowa DOT Project No. EDP-2100(704)-7Y-31: Motion by Jones to receive and file the documents and adopt Resolution No. 296-23 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Chaplain Schmitt Island Trail Connection Project, Iowa DOT Project No. EDP-2100(704)—7Y-31. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 296-23
APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE CHAPLAIN SCHMITT ISLAND TRAIL CONNECTION PROJECT, IOWA DOT PROJECT NO. EDP-2100(704)—7Y-31**

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

That the [provided] plans, specifications, form of contract and estimate of total cost for the Chaplain Schmitt Island Trail Connection Project, Iowa DOT Project No. EDP-2100(704)—7Y-31, in the estimated amount of

\$1,041,415.00 are hereby approved.

Passed, approved, and adopted this 5th day of September 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

PUBLIC INPUT

Katherine Sorsen, 2613 Jackson St. Comiskey Park is amazing and would like to see phase 2 begin, The tree in back yard of 2600 Jackson needs trimmed as well as the sidewalk. Ms. Sorsen also spoke in favor of more low-income housing, and that used Car lots are not visually appealing in residential neighborhoods.

Related to Action Item #7, Julie Frommelt, Owner of Welu Printing Inc. located at 1685 Central Ave. – spoke in support of the green alley project and thanked City Manager Van Milligen for approving the repair to specific allies that are located in the Central Avenue Corridor.

Paul Schultz, Mount Carmel Bluffs Neighborhood spoke in favor of City Council Municipal Curb Side Collection of Food Scrap program and Co-Composting at DMASWA compost center.

ACTION ITEMS

1. Correspondence from Park and Recreation Advisory Commission requesting City Council review and update the City of Dubuque Park and Recreation Facility Naming Policy. Marie Wate Leisure Services Director responded to questions from the City Council. Motion by Roussell to receive and file the documents. Seconded by Farber. Motion carried 7-0.

2. City of Dubuque COVID-19 After Action Report (AAR) Summary was presented by Public Health Director Mary Rose Corrigan. Motion by Jones to receive and file the documents and listen to the presentation. Seconded by Roussell. Motion carried 7-0.

3. Assistant City Manager Cori Burbach is submitting the City Council affirmed 15-year vision statement and mission statement, identified eight five-year goals for the city, and the also identified top and high priorities for the 2023-2025 policy agenda as well as in-progress projects and capital projects for 2023-2025. Motion by Jones to receive and file the documents. Seconded by Resnick. Motion carried 7-0.

4. 2023 Maintenance Dredging Project Award Public Improvement Construction Contract Project Number: 5546000001-304-67990 Harbor Area Dredging to Newt Marine Service, in the amount of \$493,840.00. Motion by

Sprank to receive and file the documents and adopt Resolution No. 297-23 Awarding Public Improvement Construction Contract for the 2023 Maintenance Dredging Project. Seconded by Wethal. Motion carried 7-0.

RESOLUTION NO. 297-23 AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE 2023 MAINTENANCE DREDGING PROJECT

Whereas, sealed proposals have been submitted by contractors for the 2023 Maintenance Dredging Project, (the Project) pursuant to Resolution No. 253-23 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 11th day of August 2023.

Whereas, said sealed proposal was opened and read on the 24th day of August 2023 and it has been determined that Newt Marine Service, of Dubuque, Iowa submitted low bid in the amount of \$493,840.00, and is the lowest responsive, responsible bidder for the Project.

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

SECTION 1. That a Public Improvement Construction Contract for the Project is hereby awarded to Newt Marine Service and the City Manager is hereby directed to execute a Public Improvement Construction Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 5th day of September 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

5. Eagle Valley, Westbrook, and English Ridge Subdivision Park Design, Development, and Construction Management Services RFP Update: Motion by Roussell to receive and file the documents. Seconded by Sprank. Motion carried 7-0.

6. Amending City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 2 Sewers and Sewage Disposal, Article D Industrial Pretreatment Program, Section 13- 2D-10 Fees and Charges: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 38-23 Amending City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 2 Sewers and Sewage Disposal, Article D Industrial Pretreatment Program, Section 13-2D-10 Fees and Charges. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 38 - 23
AMENDING CITY OF DUBUQUE CODE OF
ORDINANCES TITLE 13 PUBLIC UTILITIES,
CHAPTER 2 SEWERS AND SEWAGE DIS-
POSAL, ARTICLE D INDUSTRIAL PRE-
TREATMENT PROGRAM, SECTION 13-2D-
10 FEES AND CHARGES**

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

Section 1. Section 13-2D-10 of the City of
Dubuque Code of Ordinances is hereby
amended to read as follows:

13-2D-10: RATES AND CHARGES:

A. Purpose: It is the purpose of this sec-
tion to provide for the collection of rates and
charges to produce gross revenues at least
sufficient to pay the expenses of operation
and maintenance of the City's sanitary
sewer system and POTW. The applicable
rates and charges shall be collected as pro-
vided in the Schedule of Rates and
Charges established in this section.

B. Description of Rates and Charges:

1. Types of Rates and Charges: The
city shall adopt rates and charges for the
administration of this program which may
include:

a. Rates or other charges for the re-
covery of costs of setting up and oper-
ating the industrial pretreatment pro-
gram.

b. Rates or other charges for monitor-
ing, inspections, and surveillance pro-
cedures.

c. Rates or other charges relating to
accidental discharge procedures. Note
that certain discharges may constitute
environmental violations and be subject
to municipal infractions in addition to
rates and charges for the recovery of
costs.

d. Rates or other charges for permit
applications and renewals.

e. Rates or other charges for filing ap-
peals.

f. Rates or other charges for the con-
sistent removal (by the POTW) of pollu-
tants otherwise subject to federal pre-
treatment standards.

g. Other rates or charges adopted
from time to time as the city may deem
necessary to carry out the requirements
contained herein.

These rates and charges relate solely
to the matters covered by this article
and are separate from all other fees
chargeable by the city.

2. Rate Schedule: On or after Septem-
ber 13, 2023, the rates and charges as-
sessed to each Significant Industrial User
of the system shall include all of the fol-
lowing:

a. A general service charge with the
following two components:

1. A fixed cost facilities and ad-
ministration charge in the amount
of: \$125.00/month; and

2. A volumetric charge in the
amount of \$0.14/Ccf of flow dis-
charged into the POTW.

b. A surveillance monitoring and sam-
ple charge in the amount of three dol-
lars (\$3.00) for each sample collected.

c. A laboratory testing charge in an
amount equal to actual expenses in-
curred for each parameter tested in-
house; and actual expenses incurred
plus ten percent (10%) for each param-
eter tested by outside laboratories.

d. A compliance charge for investigat-
ing incidents of program noncompl-
ance or accidental spills in an amount
equal to the amount of time actually ex-
pended multiplied by fifty dollars
(\$50.00) per hour.

e. A wastewater discharge permit ap-
plication fee in the amount of one hun-
dred dollars (\$100.00) for each
wastewater discharge permit.

f. A wastewater discharge permit re-
newal charge in the amount of fifty dol-
lars (\$50.00) per permit. A late fee of
one hundred dollars (\$100.00) per
month shall be assessed for each
month past the due date of permit re-
newal.

g. An appeal filing fee of two hundred
fifty dollars (\$250.00) shall be assessed
at the time of appeal.

h. Any person who discharges toxic
substances or effluent into the POTW
which exceed discharge limitations
shall be assessed a charge equal to the
amount of any fine, fee or penalty im-
posed upon the city by any federal or
state agency plus any applicable mu-
nicipal infractions.

i. A special treatment charge for the
consistent removal (by the POTW) of
pollutants otherwise subject to federal
pretreatment standards as established
in an agreement negotiated between
the city and the wastewater discharge
permit applicant.

Section 2. This ordinance shall take effect
upon publication.

Passed, approved, and adopted this 21st
day of August, 2023.

/s/Brad Cavanagh, Mayor
Attest:/s/Trish L. Gleason, Assistant City Clerk
Published officially in the Telegraph Herald
newspaper on the 21st day of July 2023.

/s/Trish L. Gleason, Assistant City Clerk

7. Fiscal Year 24 Bee Branch Green Alley Projects based on the established redevelopment of the Central Avenue Corridor as a priority, City Manager has approved the following three alleys for improvement to Green Alley pavers over the next year; 1. Alley between Central Avenue and White Street from 17th Street to 18th Street. 2. Alley between Central Avenue and Iowa Street from 15th Street to 16th Street. 3. Alley between Central Avenue and Iowa Street from 16th Street to 17th Street. Motion by Farber to receive and file the documents. Seconded by Wethal. Motion carried 7-0.

8. Rebuilding America's Infrastructure with Sustainability and Equity (RAISE) Infrastructure Planning Grant Consultant Selection of AECOM Technical Services, Inc., of Waterloo, Iowa, to complete the Engineering Design and NEPA / Environmental Study Phase for the project entitled "Building Bridges to Employment and Equity (B2E2)". Motion by Jones to receive and file the documents and approve. Seconded by Wethal. Motion carried 7-0.

9. Bee Branch Stormwater Pumping Station - Phase IV of the Bee Branch Watershed Flood Mitigation Project: Civil Engineer Daron Muehring responded to questions by the City Council. Motion by Roussell to receive and file the documents and adopt Resolution No. 298-23 Pledging the Local Match in the Amount of \$19,012,000 Using \$16,412,000 in General Obligation Bonds and \$2,600,000 in SRF Loan Proceeds for Construction of a New Stormwater Pumping Station at the 16th Street Detention Basin. Seconded by Sprank. Motion carried 7-0.

**RESOLUTION NO. 298-23
PLEDGING THE LOCAL MATCH IN THE
AMOUNT OF \$19,012,000 USING
\$16,412,000 IN GENERAL OBLIGATION
BONDS AND \$2,600,000 IN SRF LOAN PRO-
CEEDS FOR CONSTRUCTION OF A NEW
STORMWATER PUMPING STATION AT THE
16TH STREET DETENTION BASIN**

Whereas, the City Council of the City of Dubuque, Iowa wishes to apply through the Economic Development Administration (EDA), U. S. Department of Commerce for a Fiscal Year 2018 Disaster Supplemental grant for the construction of a new stormwater pumping station at the 16th Street Detention Basin, and

Whereas, the City Council, in support of the application for \$7,700,000.00 in grant funding, adopted Resolution 260-23 pledging a local match estimated at \$19,012,000.00 toward the activity as identified in the application using General Obligation bonds or a State Revolving Fund loan as the source for the expenditure, and

Whereas, the grant application requires further specifying the breakdown of debt funding between General Obligation bonds and the State Revolving Fund loan.

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

Section 1. Pledges the amount of \$19,012,000.00 with \$16,412,000.00 from GO Bonds and \$2,600,000.00 from a State Revolving Fund loan, if in fact, the Disaster Relief Opportunity grant is awarded by the Economic Development Administration.

Section 2. Authorizes the City Manager to act as an authorized representative on the City's Economic Development Administration Fiscal Year 2018 Disaster Supplemental grant application and may execute any documents as the Economic Development Administration may reasonably request.

Passed, adopted, and approved this 5th day of September 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

10. Dubuque Awarded the Iowa Thriving Communities Designation and clarifying the benefits of the designation and encouraging developers to pursue housing projects in the Central Avenue Corridor Area. Motion by Resnick to receive and file the documents. Seconded by Farber. Motion carried 7-0.

11. U.S. Department of Housing and Urban Development Section 8 Compliance Review and approve the city's response to the findings in the review. Motion by Jones to receive and file the documents and approve. Seconded by Wethal. Motion carried 7-0.

12. Sustainable Dubuque Quarterly Work Session Request: Motion by Roussell to receive and file the documents and schedule the work session to begin at 5:15 p.m. on October 16, 2023. Seconded by Resnick. No schedule conflicts were expressed. Motion carried 7-0.

13. The City Council discussed moving videos to the next agenda due to technology issues. Technology issues were rectified. Motion by Roussell seconded by Sprank to have Media Services show the two Spanish Testimonial videos for City Life Fall 2023. Motion carried 7-0.

Motion by Farber seconded by Resnick to have Media Services show the videos they produced featuring This year's School Resources Officers.

14. Dubuque Police Department School Resource Officers - 2023-2024 Video Motion by Farber seconded by Resnick to show the video that Media Services staff from the Public

Information Office worked with the Dubuque Police Department to produce a video featuring this year's School Resources Officers. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Sprank reported attending the 2nd annual Rooted Table event held on Washington Street in Dubuque.

Council Member Jones congratulated the city on a recently received grant.

Mayor Cavanagh reported that he attended the Black Business Expo along with Council Member Wethal and City Manager Van Milligen.

CLOSED SESSION

Motion by Jones to convene in closed session at 10:03 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Crenna Brumwell. Motion carried 7-0.

ADJOURNMENT

The City Council reconvened in open session at 10:23 p.m. stating that staff had been given proper direction.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:24 p.m.

/s/Trish L. Gleason, Assistant City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:00 p.m. on September 11, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting Work Session - Smart Parking Mobility Management Plan Update and for the purpose of conducting such business that may properly come before the City Council.

CONSENT ITEMS

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

1. Fiscal Year 2024 Purchase of Services Grant Amendment and Reallocated Agreement with St. Mark Youth Enrichment and Purchase of Services Agreement with St. John's Almost Home and authorize the Mayor to execute the agreements on behalf of the City. Upon motion the documents were received and filed, and Resolution No. 299-23. Authorizing Execution of FY24 Purchase of Services Grant Agreements was adopted.

RESOLUTION NO. 299-23 AUTHORIZING EXECUTION OF FY24 PURCHASE OF SERVICES GRANT AGREEMENTS

Whereas, the following non-profit organizations prepared and submitted requests to provide support for human service programs in the City of Dubuque:

- St. Mark Youth Enrichment Amendment #1
- St. John's Almost Home; and

Whereas, the City Council approved the Fiscal Year 2024 budget that included the Purchase of Services allocation; and

Whereas, the submissions have been approved by the Community Development Advisory Commission on August 16, 2023; and

Whereas, all services provided will be to a minimum of 51% low/moderate income residents.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Funding Approval/Agreements, authorized by the Community Development Advisory Commission beginning September 11, 2023 for Purchase of Services Grants to the aforementioned organizations be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted on this 11th day of September 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

2. Work Session Reschedule Request to Monday September 18, 2023, at 5:45 p.m. for Travel Dubuque: No schedule conflicts were expressed. Upon motion the documents were received, filed, and concurred.

ITEMS SET FOR PUBLIC HEARING

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

1. Dubuque Racing Association Lease, Dubuque Racing Association Improvement Projects – Lot 1 of Chaplain Schmitt Island, Requesting Consent of City to Improvements, Leasehold Mortgage & Subordination Agreement: Upon motion the documents were received and filed and Resolution No. 300-23. Intent to Dispose of an Interest in Real Property by Lease Agreement with the Dubuque Racing Association, LTD., and Approving a Leasehold Mortgage and Subordination Agreement Between the Dubuque Racing Association, Ltd and MidWestOne Bank was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 18, 2023 in the Historic Federal Building.

RESOLUTION NO. 300-23 INTENT TO DISPOSE OF AN INTEREST IN REAL PROPERTY BY LEASE AGREEMENT WITH THE DUBUQUE RACING ASSOCIATION, LTD. AND APPROVING A LEASEHOLD MORTGAGE AND SUBORDINATION AGREEMENT BETWEEN THE DUBUQUE RACING ASSOCIATION, LTD AND MID- WESTONE BANK

Whereas, the City of Dubuque, Iowa (City) is the owner of the real property legally described as:

Lot 1 of Chaplain Schmitt Island in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #2023-7679, records of Dubuque County, Iowa (the

Property); and

Whereas, the Property is subject to a Lease Agreement between City and the Dubuque Racing Association (DRA); and

Whereas, the parties now desire to enter into a new Lease Agreement; and

Whereas, the DRA seeks City approval for a construction project in excess of \$100,000 which requires City consent; and

Whereas, the DRA seeks City consent to finance the improvement project with MidWestOne Bank, which requires City consent to a Leasehold Mortgage; and

Whereas, as part of the project financing MidWestOne Bank requires subordination of the DRA's lease obligations to the City in favor of MidWestOne Bank pursuant to a Subordination Agreement and the DRA seeks the City's consent to the subordination; and

Whereas, the City Council of City believes it is in the best interests of City to approve the Lease Agreement with the DRA, to consent to the improvements, to consent to a Leasehold Mortgage, and to consent to the Subordination Agreement in favor of MidWestOne Bank.

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

Section 1. The City Council intends to dispose of City's interest in the foregoing-described real property pursuant to the Lease Agreement, to consent to improvements, consent to a Leasehold Mortgage, and to consent to the Subordination Agreement in favor of MidWestOne Bank.

Section 2. The City Clerk is hereby authorized and directed to cause this Resolution and a Notice to be published as prescribed by Iowa Code §364.7 of a public hearing on City's intent to dispose of the foregoing-described real property, to be held on the 18th of September 2023, at 6:30 o'clock p.m. in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa

Passed, approved, and adopted this 11th day of September, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

2. Lease Agreement Between the City of Dubuque, Iowa, and Dubuque Racing Association, Ltd: Upon motion the documents were received and filed and Resolution No. 301-23 Intent to Dispose of an Interest in Real Property by Lease Agreement with the Dubuque Racing Association, LTD was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 18, 2023 in the Historic Federal Building.

RESOLUTION NO. 301-23 INTENT TO DISPOSE OF AN INTEREST IN REAL PROPERTY BY LEASE AGREEMENT

WITH THE DUBUQUE RACING ASSOCIATION, LTD

Whereas, the City of Dubuque, Iowa (City) is the owner of the real property legally described as

Lots 2 and 3 of CHAPLAIN SCHMITT ISLAND in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #2023-7679, records of Dubuque County, Iowa; and

Whereas, the parties now desire to enter into a new Lease Agreement; and

Whereas, the City Council of City believes it is in the best interests of City to approve the Lease Agreement with the Dubuque Racing Association, Ltd.

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

Section 1. The City Council intends to dispose of the City's interest in the foregoing-described real property pursuant to the Lease Agreement.

Section 2. The City Clerk is hereby authorized and directed to cause this Resolution and a Notice to be published as prescribed by Iowa Code §364.7 of a public hearing on City's intent to dispose of the foregoing-described real property, to be held on the 18th of September 2023, at 6:30 o'clock p.m. in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa

Passed, approved, and adopted this 11th day of September, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

WORK SESSION

Smart Parking Mobility Management Plan Update

1. Smart Parking Mobility Management Plan Update Work Session: Ryan Knuckey Transportation Services Director introduced Kevin White and Eric Haggett Parking and Mobility Consultants from Walker Consultants Mr. White and Mr. Haggett made a presentation that provided city council with options and opportunities regarding equipment upgrades, branding and communications, policies and operations, revenue outlook, and next steps for the Smart Parking and Mobility Plan. Mr. Knuckey, Mr. White, and Mr. Haggett responded to questions from the city council.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:12 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be

discussed in the closed session is City Attorney Crenna Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 8:23 p.m. stating that staff had been given proper direction.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:24 p.m.

/s/Trish L. Gleason, Assistant City Clerk

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

The Dubuque City Council met in special session at 6:00 p.m. on September 12, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Absent: Council Member Roussell

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

ITEMS SET FOR PUBLIC HEARING

Motion by Jones to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 6-0.

1. Development Agreement by and between the City of Dubuque, Iowa and Union at the Marina, LP: Upon motion the documents were received and filed and Resolution No. 302-23 (1) Approving the Minimum Requirements, Competitive Criteria, and Offering Procedures for the Development and the Sale of Certain Real Property and Improvements in the Greater Downtown Urban Renewal District; (2) Determining that the Offer to Purchase Submitted by Union at the Marina, LP Satisfies the Offering Requirements with Respect to the Real Property and Improvements and Declaring the Intent of the City Council to Approve the Sale to Union at the Marina, LP in the Event That No Other Qualified Competing Proposals Are Submitted; And (3) Soliciting Competing Proposals was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 16, 2023 in the Historic Federal Building.

**RESOLUTION NO. 302-23
RESOLUTION (1) APPROVING THE MINIMUM REQUIREMENTS, COMPETITIVE CRITERIA, AND OFFERING PROCEDURES FOR THE DEVELOPMENT AND THE SALE OF CERTAIN REAL PROPERTY AND IMPROVEMENTS IN THE GREATER DOWNTOWN URBAN RENEWAL DISTRICT; (2) DETERMINING THAT THE OFFER TO PURCHASE SUBMITTED BY UNION AT THE MARINA, LP SATISFIES THE OFFERING**

REQUIREMENTS WITH RESPECT TO THE REAL PROPERTY AND IMPROVEMENTS AND DECLARING THE INTENT OF THE CITY COUNCIL TO APPROVE THE SALE TO UNION AT THE MARINA, LP IN THE EVENT THAT NO OTHER QUALIFIED COMPETING PROPOSALS ARE SUBMITTED; AND (3) SOLICITING COMPETING PROPOSALS

Whereas, the City Council of Dubuque, Iowa, did on May 1, 2023, adopt an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District ("the Plan") for the Urban Renewal Area described therein; and

Whereas, the Plan provides, among other things, for the disposition of properties for private development purposes as a proposed economic development action; and

Whereas, Union at the Marina, LP ("Developer") has submitted to the City a proposal in the form of an offer to purchase (the "Development Agreement") for the purchase of certain City-owned real property hereinafter described ("the Property"), which Development Agreement proposes the Developer will undertake the purchase of a parcel located at the corner of Hawthorne Street and Kerper Boulevard as described therein, which Property is the real estate consisting of approximately 2.54 acres shown on Exhibit A, and which Development Agreement requests that this Property be made available for sale as soon as practicable; and

Whereas, in order to establish reasonably competitive bidding procedures for the disposition of the Property in accordance with the statutory requirements of Iowa Code Chapter 403, specifically, Section 403.8, and to assure that the City extends a full and fair opportunity to all developers interested in submitting a proposal, a summary of submission requirements and minimum requirements and competitive criteria for the Property offering is included herein; and

Whereas, said Developer has signed a Development Agreement with the City, currently on file at the Office of the City Clerk; and

Whereas, to recognize both the firm proposal for sale of the Property and improvements already received by the City in the form of the Development Agreement, as described above, and to give full and fair opportunity to other developers interested in submitting a proposal for the sale and development of the Property, this Council should by this Resolution:

- 1) Set the fair market value of the Property for uses in accordance with the Plan;
- 2) Approve the minimum requirements and competitive criteria included herein;
- 3) Approve as to form the Development Agreement;
- 4) Set a date for receipt of competing proposals and the opening thereof;
- 5) Declare that the proposal submitted

by Developer satisfies the minimum requirements of the offering, and that in the event no other qualified proposal is timely submitted, that the City Council intends to accept such proposal and authorize the City Manager to sign the Development Agreement;

6) Approve and direct publication of a notice to advise any other person of the opportunity to compete for sale of the Property on the terms and conditions set forth herein; and

7) Declare that in the event another qualified proposal is timely submitted and accepted, another and future notice will be published on the intent of the City to enter into the resulting contract, as required by law; and

Whereas, the City Council believes it is in the best interest of the City and the Plan to act as expeditiously as possible to sell the Property as set forth herein.

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

Section 1. That the Property shown on Exhibit A [provided] hereto, shall be offered for sale in accordance with the terms and conditions contained in this Resolution.

Section 2. That it is hereby determined that in order to qualify for consideration for selection, any person must submit a proposal which meets these minimum requirements:

1) Contains an agreement to purchase the Property, shown on Exhibit A, at not less than fair market value, which for the purposes of this resolution is hereby determined to be Four Million Eighty-Two Thousand One Hundred Seventeen & 00/100 Dollars (\$4,082,117.00);

2) Sets out or provides to the satisfaction of the City Council the experience of the principals and key staff who are directly engaged in the performance of contract obligations in carrying out projects of similar scale and character; and

3) Meets, at a minimum, the terms and conditions of the Development Agreement submitted by the Developer including an agreement to create 201 affordable residential rental units within 24 months of the Closing Date in the City of Dubuque, Iowa.

Section 3. That the Development Agreement by and between the City and the Developer be and is hereby approved as to form for the purposes hereinafter stated.

Section 4. That for the purpose of defining the offering of the Property for sale, said Development Agreement shall be deemed to be illustrative of the terms acceptable to the City Council with respect to:

1) Developer and City obligations; and

2) General terms and conditions.

Section 5. That the Development Agreement submitted by the Developer satisfies the requirements of this offering and, in the event that no other qualified proposals are timely submitted, that the City Council intends to accept and approve the Development Agreement.

Section 6. That it is hereby determined that the Developer possesses the qualifications, financial resources, and legal ability necessary to purchase the Property shown on Exhibit A and to construct, manage and operate the site in the manner proposed by this offering in accordance with the Plan.

Section 7. That the City Clerk shall receive and retain for public examination the [provided] Development Agreement submitted by the Developer and, in the event no other qualified proposals are timely submitted, shall resubmit the Development Agreement to the City Council for final approval and execution upon expiration of the notice hereinafter prescribed.

Section 8. That the action of the City Council be considered to be and does hereby constitute notice to all concerned of the intention of this Council, in the event that no other qualified proposals are timely submitted, to accept the proposal of the Developer to purchase the Property shown on Exhibit A and to approve the Development Agreement by and between City and Developer.

Section 9. That the official notice of this offering and of the intent of the City, in the event no other qualified proposals are timely submitted, to approve the Development Agreement, shall be a true copy of this Resolution, but without the attachments referred to herein.

Section 10. That the City Clerk is authorized and directed to secure immediate publication of said official notice in the Telegraph Herald, a newspaper having a general circulation in the community, by publication of the text of this Resolution on or before the 15th day of September, 2023.

Section 11. That written proposals for the sale of the Property shown on Exhibit A will be received by the City Clerk at or before 10:00 a.m., October 16, 2023 in the Office of the City Clerk, located on the first floor at City Hall, 50 West 13th Street, Dubuque, Iowa 52001. Each proposal will be opened at the hour of 10:00 a.m. in City Hall, Dubuque, Iowa on October 16, 2023. Said proposals will then be presented to the City Council at 6:30 p.m., October 16, 2023, at a meeting to be held in the City Council Chambers, Historic Federal Building at 350 West 6th Street, Dubuque, Iowa.

Section 12. That the method of offering the Property for sale as set forth herein is in substantial conformance with the provisions of Iowa Code Section 403.8, requiring reasonable competitive bidding procedures as are hereby

prescribed and "fair value."

Section 13. That the required documents for the submission of a proposal shall be in substantial conformity with the provisions of this Resolution.

Section 14. That the City Clerk is hereby nominated and appointed as the agent of the City of Dubuque, Iowa to receive proposals for the sale of the Property on that date and according to the procedure hereinabove specified for receipt of such proposals and to proceed at such time to formally acknowledge receipt of each of such proposal by noting the receipt of same in the Minutes of the Council; that the City Manager is hereby authorized and directed to make preliminary analysis of each such proposal for compliance with the minimum requirements established by this Council hereinabove. For each proposal that satisfies these requirements, the City Council shall judge the strength of the proposal by the competitive criteria established hereinabove. The City Council shall then make the final evaluation and selection of the proposals.

Section 15. If, and only if, competing proposals are received and determined by the Council to meet the minimum requirements described herein, the Developer shall be allowed to amend its proposal in response thereto and to deliver same to the City Manager, by no later than a date determined by the City Council. In such event, the Council shall schedule a subsequent meeting to be held by the City Manager at which there shall be a bid-off conducted by the City Manager. During such bid-off, each competing bidder shall bid against the other, starting with the second proposal received and continuing until such time as each bidder shall decline to improve its proposal to acquire and redevelop the Property shown on Exhibit A in response to the last bid of the other bidder or bidders. The period of time to be allowed for such bid-off shall be determined by the City Manager. The rules of such bid-off shall be as determined by the City Manager at or before such bid-off period and shall be absolute.

Section 16. That in the event another qualified proposal is timely submitted and accepted by the City, another and further notice shall be published of the intent of the City of Dubuque, Iowa, to enter into the resulting agreement, as required by law.

Passed, approved, and adopted this 12th day of September, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:02 p.m.

/s/Trish L. Gleason, Assistant City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 5:45 p.m. on September 18, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Travel Dubuque Update.

WORK SESSION

Travel Dubuque Update

Keith Rahe President & CEO of Travel Dubuque provided a Travel Dubuque Update presentation. Topics in presentation were; adventure guide, group tours, meetings and conventions, riverboat tours, the USS LST 325, Field of Dreams, youth tournaments, and This is Iowa Ball Park, Inc. Council thanked Mr. Rahe for all the hard work he and the Travel Dubuque staff do.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:10 p.m.

/s/Trish L. Gleason, Assistant City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on September 18, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

The Mayor and City Council asked everyone in attendance to share in observing a moment of silence in honor of former Council Woman Joyce Connors who passed away last week, Joyce Connors served the citizens of Dubuque as a member of the City Council for sixteen years, earning the admiration and respect of citizens and colleagues alike.

PROCLAMATION(S)

1. Hispanic Heritage Month (September 15 to October 15) was accepted by Yara Isabel Lopez on behalf of the Dubuque Unidos organization

2. Lincoln Lion Pride Week (September 25-29) was accepted by Megan Elsinger, Lincoln Elementary Principal, Crystal Tatro 1150 Mt. Pleasant St., Liz Tyler, 1030 Melrose Tr., Candace Eudaley-Loebach 1715 Glen Oak St. and her two lion cubs on behalf of The People Associated with Lincoln School (PALS).

3. Crop Hunger Walk Day In Dubuque (October 7) was accepted by Sue Hattel, Dubuque CROP Hunger Walk Committee Member and Lynn Rusk, Dubuque CROP Hunger Walk Treasurer on behalf of Dubuque CROP Hunger Walk Committee.

CONSENT ITEMS

Council Member Wethal requested Item No. 7 be held for separate discussion. Motion by Resnick to receive and file the documents,

adopt the resolutions, and dispose of as indicated, except for Item No. 7. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of 8/18/23, 8/21/23, 8/22/23, 8/24/23, 9/5/23, 9/11/23, 9/12/23; Cable Television Commission of 12/8/21, 8/29/23; Community Development Advisory Commission of 9/6/23; Historic Preservation Commission Minutes of 8/17/23; Zoning Advisory Commission Minutes of 8/24/23; Zoning Board of Adjustment Minutes of 9/6/23. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Jessica Martin for property damage; Kelsey Mentz and Julie Hoffman for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Jessica Martin for property damage; Kelsey Mentz and Julie Hoffman for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 303-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 303-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

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

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

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

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

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

Passed, approved, and adopted this 18th day of September, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

5. Iowa Commission on Volunteer Service Letter of Support penned by Mayor Brad Cavanagh on behalf of the City of Dubuque in support of the Iowa Commission on Volunteer Service. Upon motion the documents were received, filed, and approved.

6. City Manager recommending City Council approval of the letter of support for the National Mississippi River Museum & Aquarium's grant application to the Silos & Smokestacks National Heritage Area's Large Grant Program and no City commitment is included in the letter of support. Upon motion the documents were received, filed, and approved.

7. Resilient Community Advisory Commission (RCAC) submitting correspondence regarding curbside food scrap pick up program: Council Member Wethal requested information regarding an update on this program. City Manager Van Milligen explained that the solid waste agency has a 28E agreement with the city and they are working with a consultant and the DNR to rectify the identified issues. Council Member Jones who sits on the Dubuque Metropolitan Area Solid Waste Agency concurred with the City Manager and went into greater detail regarding the process that the commission is following. Motion by Resnick to receive and file the documents. Seconded by Farber. Motion carried 7-0.

8. City Manager providing a copy of the Roads and Bridges Magazine Article written by Arielle Swift, Assistant Public Works Director. Upon motion the documents were received and filed.

9. Zoning Advisory Commission recommending approval of the Plat of Survey of Lot 1 and Lot 2 of Bahl Middle Road Place. Upon motion the documents were received and filed, and Resolution No. 304-23 Approving the Simple Subdivision Plat of Survey Lot 1 and Lot 2 of Bahl Middle Road Place, Dubuque, Iowa was adopted.

**RESOLUTION NO. 304 - 23
APPROVING THE SIMPLE SUBDIVISION
PLAT OF SURVEY LOT 1 AND LOT 2 OF
BAHL MIDDLE ROAD PLACE, DUBUQUE,
IOWA**

Whereas, there has been filed with the City Clerk a Simple Subdivision Plat Lot 1 and Lot 2 of Bahl Middle Road Place, Dubuque, Iowa; and

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

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

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

Section 1. Section 11-14 of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived to allow 0 ft. of street frontage on a public street or approved private street for Lot 2.

Section 2. The Simple Subdivision Plat Lot 1 and Lot 2 of Bahl Middle Road Place, Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Plat of Survey.

Passed, approved, and adopted this 18th day of September, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

10. Zoning Advisory Commission recommends that the City Council approve the simple subdivision as submitted subject to waiving the bulk regulations for lot area, lot coverage, and rear yard setbacks for the property at 1363 Iowa Street. Upon motion the documents were received and filed, and Resolution No. 305-23 Approving the Simple Subdivision Plat Buelow Place, Dubuque, Iowa was adopted.

**RESOLUTION NO. 305 - 23
APPROVING THE SIMPLE SUBDIVISION
PLAT BUELOW PLACE, DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Simple Subdivision Plat Buelow Place, Dubuque, Iowa; and

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

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

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

Section 1. That Section 11-14 of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived to allow 0 ft. of frontage for Lot 2 on a public street or an approved private street.

Section 2. That the Simple Subdivision Buelow Place, Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Plat of Survey.

Passed, approved, and adopted this 18th day of September, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish Gleason, Assistant City Clerk

11. Submittal of the Consolidated Annual Performance and Evaluation Report (CAPER) for July 1, 2022, to June 30, 2023, to the U.S. Department of Housing & Urban Development Community Planning Division after recommendation of approval at the Public Hearing at the Community Development Advisory Commission Meeting held on September 6, 2023. Upon motion the documents were received and filed, and Resolution No. 306-23 Authorizing the Submission of a Consolidated Annual Performance and Evaluation Report (Caper) for the Period Commencing July 1, 2022, and Concluding June 30, 2023 was adopted.

**RESOLUTION NO. 306-23
AUTHORIZING THE SUBMISSION OF A
CONSOLIDATED ANNUAL PERFORMANCE
AND EVALUATION REPORT (CAPER) FOR
THE PERIOD COMMENCING JULY 1, 2022
AND CONCLUDING JUNE 30, 2023**

Whereas, the City of Dubuque, Iowa, is an entitlement grant recipient under the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development (HUD); and

Whereas, the CDBG regulations require each entitlement recipient must submit a performance and evaluation report, Consolidated Annual Performance and Evaluation Report

(CAPER); and

Whereas, the City has 1) prepared a CAPER for the program year commencing July 1, 2022 and concluding June 30, 2023; 2) published notice of availability of the CAPER in the Telegraph Herald and City of Dubuque website on August 18, 2023 and; 3) made copies of the CAPER available for public review; 4) held a public hearing pursuant to required 15-days published notice before the Community Development Advisory Commission on September 6, 2023.

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

Section 1. That the Consolidated Annual Performance and Evaluation Report (CAPER) for the period commencing July 1, 2022, and concluding June 30, 2023, is hereby approved for submission upon the completion of the Public Hearing held on September 6, 2023.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute the Consolidated Annual Performance and Evaluation Report (CAPER) on behalf of the City of Dubuque, Iowa.

Section 3. That the City Manager is hereby authorized to direct staff to submit the Consolidated Annual Performance and Evaluation Report (CAPER) along with any public comment to the U.S. Department of Housing and Urban Development.

Passed, approved, and adopted this 18th day of September 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

12. First Amendment to Community Development Block Grant (CDBG) Subrecipient Affordable Housing Network, Inc. 90 Main Street HVAC Replacement at 90 Main Street for an additional \$528,100 and authorize the Mayor to execute the amendment on behalf of the City. Upon motion the documents were received and filed, and Resolution No. 307-23 Authorizing the First Amendment to the CDBG Subrecipient Agreement Between the City of Dubuque and Affordable Housing Network, Inc. was adopted.

**RESOLUTION NO. 307-23
AUTHORIZING THE FIRST AMENDMENT TO
THE CDBG SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF DUBUQUE AND
AFFORDABLE HOUSING NETWORK, INC.**

Whereas, the City of Dubuque and Affordable Housing Network, Inc. (AHNI) entered into a CDBG Subrecipient Agreement dated June 5, 2023 with to improve the quality of existing affordable rental housing at 90 Main Street; and

Whereas, the parties desire to modify the Subrecipient Agreement as set out in the First

Amendment to the Subrecipient Agreement [provided] hereto; and

Whereas, AHNI provides services to a minimum of 51% low/moderate income residents, meeting the CDBG National Objective of Low/Mod-Income Housing benefit, and eligible activity of 14B: Rehab, Multi-Unit Residential.

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

Section 1. That the First Amendment to the CDBG Subrecipient Agreement be approved.

Section 2. That the Mayor of the City of Dubuque, or his designee, is hereby authorized and directed to execute said Amendment on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 18th day of September 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

13. Accepting the 2023 Asphalt Overlay Ramp Project 4 and authorizing the payment of the final contract amount of \$75,838.62 to Valentine Construction, Co. LLC of Dubuque, IA, for the 2023 Asphalt Overlay Curb Ramp Project 4. Upon motion the documents were received and filed, and Resolution No. 308-23 Accepting the 2023 Asphalt Overlay Curb Ramp Project 4 and Authorizing the Payment to the Contractor was adopted.

**RESOLUTION NO. 308-23
ACCEPTING THE 2023 ASPHALT OVERLAY
CURB RAMP PROJECT 4 AND AUTHORIZING
THE PAYMENT TO THE CONTRACTOR**

Whereas, the public improvement contract for the 2023 Asphalt Overlay Curb Ramp Project 4 (the Project) has been completed by the Contractor, Valentine Construction Co. LLC, (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$75,838.62; and

Whereas, the Contractor has previously been paid \$72,046.69, leaving a balance of \$3,791.93; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Finance Director is hereby directed to pay to the Contractor the balance of the retainage of \$3,791.93 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 18th day of September, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

14. Approval of the Cable TV Commission recommendations for funding from the Public, Educational, and Government (PEG) Capital Grant for Access Equipment and Facilities for a total not to exceed \$115,000. Three requests were received and awarded as follows: from the Dubuque Community School District up to \$35,000 for new equipment, from Loras College for new equipment in the amount of \$25,000, and not more than \$55,000 for the City of Dubuque for new editing stations and new equipment. Upon motion the documents were received, filed, and approved.

15. Intent to Apply for Local Housing Trust Fund FY24 to Iowa Finance Authority with an anticipated amount of \$231,167.00 and a required match of \$53,169.00. Upon motion the documents were received and filed, and Resolution No. 309-23 Authorizing the Mayor to Execute an Application for the Local Housing Trust Fund 2024 and Authorizing the Housing and Community Development Director and the City Manager to Approve the Application was adopted.

**RESOLUTION NO. 309-23
AUTHORIZING THE MAYOR TO EXECUTE
AN APPLICATION FOR THE LOCAL HOUSING
TRUST FUND 2024 AND AUTHORIZING
THE HOUSING AND COMMUNITY DEVELOPMENT
DIRECTOR AND THE CITY MANAGER TO APPROVE
THE APPLICATION**

Whereas, the City of Dubuque administers a Local Housing Trust Fund; and

Whereas, the City of Dubuque proposes to continue administering the Local Housing Trust Fund and apply to the Iowa Finance Authority for Local Housing Trust Fund for their Fiscal Year 2024.

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

Section 1. That the Mayor hereby is authorized and directed to submit an application for the Local Housing Trust Fund 2024 on behalf of the City of Dubuque.

Section 2. That the Housing and Community Development Director and the City Manager are hereby authorized to approve the application that is submitted to the Iowa Finance Authority.

Section 2. That the City Manager is hereby authorized and directed to forward said application and resulting standard executed contract to the respective agencies in a timely fashion and as required by the Iowa Finance Authority.

Passed, approved, and adopted this 18th day of September 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

16. Intent to apply for 2024 Track 2 Development Base Grant with an anticipated amount of \$11,013.00 with no match required. Upon motion the documents were received, filed, and approved.

17. The Dubuque Racing Association (DRA) Financing documents of the improvement projects planned for Chaplain Schmitt Island for Informational Purposes Only. Upon motion the documents were received and filed.

18. Signed Contracts: Newt Marine Services for 2023 Maintenance Dredging Project Public Improvement Contract. Upon motion the documents were received and filed.

19. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 310-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 310-23
APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications

Millwork Marketplace, 333 East 10th St. Suite 12

King Kutz LLC, 3372 Center Grove Dr.

Dubuque Museum of Art, 701 Locust St.

Renewals

Phillips 66/Arby's, 10 South Main St.

Chipotle Mexican Grill, 3450 Dodge St., Suite 101

Denny's Lux Club, 3050 Asbury Rd.

Fat Tuesday's, 1121 University Ave.

Fiesta Cancun Authentic Mexican Restaurant, 2515-1 NW Arterial

Grand River Center, 500 Bell St.

Grand Tap The, 802 Central Ave.

Red Robin America's Gourmet Burgers & Spirits, 2775 NW Arterial

The Copper Kettle Inc., 2987 Jackson St.

Passed, approved, and adopted this 18th day of September 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

ITEMS SET FOR PUBLIC HEARING

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

1. Vacating a portion of an access and trail easement across Seippel Warehouse LLC property, described as Lot 1 of Dubuque Industrial Center South Fourth Addition, in the City of Dubuque, Iowa, at the intersection of Seippel Road and Cottingham Road. Upon motion the documents were received and filed and Resolution No. 311-23 of Intent to Vacate and Dispose of City Interest in a Portion of an Access and Trail Easement Over and Across Lot 1 Of Dubuque Industrial Center South Fourth Addition, in the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 2, 2023 at 6:30 p.m. in the Historic Federal Building.

**RESOLUTION NO. 311-23
INTENT TO VACATE AND DISPOSE OF CITY INTEREST IN A PORTION OF AN ACCESS AND TRAIL EASEMENT OVER AND ACROSS LOT 1 OF DUBUQUE INDUSTRIAL CENTER SOUTH FOURTH ADDITION, IN THE CITY OF DUBUQUE, IOWA**

Whereas, per the Final Plat of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa, Instrument Number 2014-1397, a 40-foot-wide access, and trail easement was reserved thru Lot 2 of said Final Plat of Dubuque Industrial Center South First Addition; and

Whereas, per an agreement between the City of Dubuque and Seippel Warehouse LLC, the parties wished to set forth terms for the relocation of said access and trail easement across Lot 2 of said Final Plat of Dubuque Industrial Center South First Addition in order to accommodate the construction of a 250,000 square foot warehouse building; and

Whereas, Lot 2 of said Final Plat of Dubuque Industrial Center South First Addition has been consolidated with other properties and is now part of Lot 1 of the Plat of Survey of Lot 1 and Lot A of Dubuque Industrial Center South Fourth Addition, in the City of Dubuque Iowa, per Instrument Number 2023-00008290; and

Whereas, said Plat of Survey of Lot 1 and Lot A of Dubuque Industrial Center South Fourth Addition dedicates a new and relocated 40-foot-wide access and trail easement on the west said of said warehouse building and by Resolution 267-23 the City has accepted said dedication of access and trail easement from Seipel Warehouse LLC; and

Whereas, per said agreement the City is responsible for vacating a portion of the original 40-foot-wide access and trail easement area, reserved on said Final Plat Dubuque Industrial Center South First Addition, through Lot 1 of Dubuque Industrial Center South Fourth Addition, in the City of Dubuque, Iowa, as shown on the [provided] Exhibit A.

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

Section 1. That the City of Dubuque, intends to vacate and dispose of its interest in a portion of the original access and trail easement, as reserved on said Final Plat Dubuque Industrial Center South First Addition, through Lot 1 of Dubuque Industrial Center South Fourth Addition, in the City of Dubuque, Iowa.

Section 2. That a public hearing, and/or by virtual means on the intent to vacate and dispose of City interest in a portion of the original access and trail easement, as reserved on said Final Plat Dubuque Industrial Center South First Addition, through Lot 1 of Dubuque Industrial Center South Fourth Addition, in the City of Dubuque, Iowa, is hereby set for the 2nd day of October, 2023, at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to vacate and dispose of said interest to be published in the manner as prescribed by law.

Passed, approved, and adopted this 18th day of September 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

BOARDS/COMMISSIONS

Appointments were made to the following commission.

1. Equity and Human Rights Commission: One, 3-Year Term through January 1, 2024 (Vacant term of Herrion) and One, 3-Year Term through January 1, 2025 (Vacant term of Williams) Applicants: Rick Baumhover, 601

Garfield Ave. (Additional Applicant), Michaela Freiburger, 1718 Diane Ct., David Heiar, 805 Carriage Hill Dr. This commission is subject to the State of Iowa Gender Balance Law, §69.16A. 9 Commissioners total; currently 4 males /3 females /2 openings. Upon roll call vote, Mr. Heiar was appointed to the 3-year term through January 1, 2024. Mr. Heiar received all 7 votes. Upon roll call vote, Ms. Freiburger was appointed to the 3-year term through January 1, 2025. Ms. Freiburger received 4 votes (Roussell, Jones, Farber, and Resnick) Mr. Baumhover received the remaining 3 votes.

PUBLIC HEARINGS

1. Request to Rezone Property at 1749 Churchill Drive and the Zoning Advisory Commission Recommending Approval.: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Resnick. Due to the high number of attendees that wanted to speak the Mayor placed a 5-minute per person and a 30-minute total for the full public input section. The Council Chamber quickly was over capacity, based on the Fire Marshals occupancy load requirements. The Mayor had to ask attendees in the chambers to divide in half and part attend the meeting via TV monitors in the hallway right outside of the council chambers. Attendees were able to see and hear everything that occurred within the chambers and the doors were left open so anyone could enter, or exit based on speaking needs. The Mayor extended the time frame for the public input section to one hour. A total of six residents spoke in favor of the rezoning request and five residents spoke against the rezoning request. The Mayor asked, by show of hands, how many attendees were present to speak in favor of the rezoning request and how many were speaking in opposition to the request. The Mayor closed the Public input section 74 minutes after beginning it, stating that due to time constraints the council needed time to deliberate this request. One attendee approached the podium and objected, for the record, to the closing of the public input section. The Mayor reiterated that the City Council had received over twenty-eight (28) emails as public input on this item as well as seeing and gearing the responses from residents in attendance. Planning Services Director Wally Wernimont provided a staff report. Motion carried 7-0.

After much discussion by the City Council. Motion by Jones for final consideration and passage of Ordinance No. 39-23 Amending Title 16 of the City of Dubuque Code of

Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 1749 Churchill Drive From R-1 Single-Family Residential District To R-3c Moderate Density Multiple-Family Residential District with Conditions as Established in the attached Memorandum of Agreement. Seconded by Resnick. Motion carried 7-0.

ORDINANCE NO. 39 - 23

AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 1749 CHURCHILL DRIVE FROM R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-3C MODERATE DENSITY MULTIPLE-FAMILY RESIDENTIAL DISTRICT WITH CONDITIONS AS ESTABLISHED IN THE ATTACHED MEMORANDUM OF AGREEMENT

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, the Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from R-1 Single-Family Residential district to R-3C Moderate Density Multiple-Family Residential district with conditions, to wit:

Lot 1 of Block 6 of Churchill Heights Subdivision, in the City of Dubuque, Iowa, according to the recorded plats thereof, subject to easements of record and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication, as provided by law.

Passed, approved, and adopted this 18th day of September 2023.

/s/Brad M. Cavanaugh, Mayor
Attest:/s/Trish L. Gleason, Assistant City Clerk
Published officially in the Telegraph Herald newspaper on the 21st day of September, 2023.

/s/Trish L. Gleason, Assistant City Clerk

MEMORANDUM OF AGREEMENT

Pursuant to the Iowa Code Section 414.5, and as an express condition of rezoning of the property located at 1749 Churchill Drive and legally described as:

Lot 1 of Block 6 of Churchill Heights Subdivision, in the City of Dubuque, Iowa, according to the recorded plats thereof, subject to easements of record

and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Which is the subject of Ordinance No. 39-23, a copy of which is attached hereto and incorporated herein by reference, the undersigned property owner(s) agree(s) to the following conditions, all of which the property owner(s) further agree(s) are reasonable and are imposed to satisfy public needs which are caused directly by the rezoning:

A. Conditions:

1. That the list of Permitted Uses shall be limited to:

- a. Single-family detached dwelling
- b. Cemetery, mausoleum, or columbarium
- c. Place of religious exercise or assembly
- d. Golf course
- e. Parks, public or private, and similar natural recreation areas
- f. Public, private or parochial school approved by the State of Iowa (K-12)
- g. Railroad or public or quasi-public utility, including substation
- h. Community gardens

2. That the list of Conditional Uses shall be limited to:

- a. Bed and breakfast home
- b. Licensed adult day services
- c. Licensed childcare center
- d. Mortuary, funeral home, or crematorium
- e. Off street parking
- f. Tour home
- g. Tourist home
- h. Wind energy conservation system
- i. Accessory dwelling unit
- j. Group home

3. Accessory Uses: Any use customarily incidental and subordinate to the principal use it serves.

4. Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title.

5. The Parking Requirements, Signs, and Bulk Regulations shall comply with the R-1 Single-Family Residential zoning regulations.

B. Reclassification of the Subject Property. The City of Dubuque, Iowa may initiate zoning reclassification proceedings to the R-1 Single-Family Residential District if the property owner fails to complete any of the conditions or provisions of this Agreement.

C. Modifications. Any modifications of this Agreement shall be considered a zoning reclassification and shall be subject to the provisions of the Title 16, Unified Development Code, governing zoning reclassifications. All such modifications must be approved by the

City Council of Dubuque, Iowa.

D. Recording. A copy of this Agreement shall be recorded with the Dubuque County Recorder as a permanent record of the conditions accepted as part of this rezoning approval within ten (10) days of the adoption of Ordinance No. 39-23.

E. Construction. This Agreement shall be construed and interpreted as though it were part of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code.

F. This Agreement shall be binding upon the undersigned and his/her heirs, successors, and assignees.

ACCEPTANCE OF ORDINANCE NO. 39 - 23

I, Jeffrey M. Szalkowski and Tricia M. Szalkowski, having read the terms and conditions of the foregoing Ordinance No. 39 - 23 and being familiar with the conditions thereof, hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this 16th day of September, 2023.

/s/Jeffrey M. Szalkowski, property owner

/s/Tricia M. Szalkowski, property owner

Mayor Cavanagh called for a 5-minute recess at 8:25 p.m. to allow attendees to exit the council chambers if they did not wish to stay for the rest of the meeting.

2. Request to Rezone Property Located at 25 Bissell Lane and Zoning Advisory Commission Recommending Approval: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Planning Services Director Wally Wernimont provided a staff report. Applicant Cory Renson was present in the council chambers. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 40-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 25 Bissell Lane (Pin 1025402007 and 1025402008) from OR Office Residential to C-3 General Commercial District. Seconded by Sprank. Motion carried 7-0.

ORDINANCE NO. 40 - 23
AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 25 BISSELL LANE (PIN 1025402007 and 1025402008) FROM OR OFFICE RESIDENTIAL TO C-3 GENERAL COMMERCIAL DISTRICT

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from OR Office Residential to C-3 General Commercial District, to wit:

NORTH 1/2 of the EAST 1/2 of CITY LOT 587 AND SOUTH 1/2 of the EAST 1/2 of CITY LOT 587 and to the CENTERLINE of the ADJOINING PUBLIC RIGHT-OF-WAY, ALL IN THE CITY OF DUBUQUE, IOWA.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved, and adopted this 18th day of September, 2023.

/s/Brad M. Cavanagh, Mayor

Attest: /s/Trish L. Gleason, Assistant City Clerk
 Published officially in the Telegraph Herald newspaper on the 21st day of September, 2023.

/s/Trish L. Gleason, Assistant City Clerk

3. Request to Rezone Property at 2000 Radford Road and Zoning Advisory Commission Recommending Approval: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Planning Services Director Wally Wernimont provided a staff report. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 41-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Along Radford Road Within the City of Dubuque from Planned Unit Development With PC-Planned Commercial Designation to OC Office Commercial. Seconded by Wethal. Motion carried 7-0.

ORDINANCE NO. 41 - 23
AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY ALONG RADFORD ROAD WITHIN THE CITY OF DUBUQUE FROM PLANNED UNIT DEVELOPMENT WITH PC-PLANNED COMMERCIAL DESIGNATION TO OC OFFICE COMMERCIAL

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter described property from Planned Unit Development with PC-Planned Commercial designation to OC Office Commercial, to wit:

The eastern portion of Lot 2 of Pizza Ranch Place and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa as shown in Exhibit A.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved, and adopted this 18th day of September, 2023.

/s/Brad M. Cavanagh, Mayor
Attest:/s/Trish L. Gleason, Assistant City Clerk
Published officially in the Telegraph Herald newspaper on the 21st day of September 2023.

/s/Trish L. Gleason, Assistant City Clerk

4. Request to Rezone Property at 3465 Asbury Road and Zoning Advisory Commission Recommending Approval with the Condition of Maintaining the Screening Requirements within the Existing Planned Unit Development with PC – Planned Commercial District: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Planning Services Director Wally Wernimont provided a staff report and answered questions from the council. Resident Alexis Steger spoke out against the request. Kim Adams Senior Vice President of Operations and Facilities at DuTrac Community Credit Union spoke in favor of the signage request. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 42-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 3465 Asbury Road from PUD Planned Unit Development with Planned Commercial Designation to C-3C General Commercial District with Conditions. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 42 - 23
AMENDING TITLE 16 OF THE CITY OF
DUBUQUE CODE OF ORDINANCES, UNIFIED
DEVELOPMENT CODE, BY**

RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 3465 ASBURY ROAD FROM PUD PLANNED UNIT DEVELOPMENT WITH PLANNED COMMERCIAL DESIGNATION TO C-3C GENERAL COMMERCIAL DISTRICT WITH CONDITIONS

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, the Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from PUD Planned Unit Development with Planned Commercial designation to C-3C General Commercial District with conditions, to wit:

Lots 1, 2, 3, and 6 of Block 1, and Lots 1, 2, 3, 4, 5, and 6 of Block 2 Westchester Subdivision, according to the recorded plats thereof, subject to easements of record and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication, as provided by law.

Passed, approved, and adopted this 18th day of September, 2023.

/s/Brad M. Cavanaugh, Mayor
Attest:/s/Trish L. Gleason, Assistant City Clerk
Published officially in the Telegraph Herald newspaper on the 21st day of September 2023.

/s/Trish L. Gleason, Assistant City Clerk

MEMORANDUM OF AGREEMENT

Pursuant to the Iowa Code Section 414.5, and as an express condition of rezoning of the property located at 3465 Asbury Road and legally described as:

Lots 1, 2, 3, and 6 of Block 1, and Lots 1, 2, 3, 4, 5, and 6 of Block 2 Westchester Subdivision, according to the recorded plats thereof, subject to easements of record and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Which is the subject of Ordinance No. 42-23, a copy of which is [provided] hereto and incorporated herein by reference, the undersigned property owner(s) agree(s) to the following conditions, all of which the property owner(s) further agree(s) are reasonable and are imposed to satisfy public needs which are caused directly by the rezoning:

A) Conditions:

1. That screening composed of earth berm and/or shrubbery of at least five (5) ft. in height and 50% opacity or a combination

of a solid fence and landscaping as shown in Exhibit A and Exhibit B [provided] to this ordinance shall be provided adjoining South Way and Dana Drive.

B) Reclassification of the Subject Property. The City of Dubuque, Iowa may initiate zoning reclassification proceedings to the previously approved PC Planning Commercial zoning district (Ordinance 22-17) if the property owner fails to complete any of the conditions or provisions of this Agreement.

C) Modifications. Any modifications of this Agreement shall be considered a zoning reclassification and shall be subject to the provisions of the Title 16, Unified Development Code, governing zoning reclassifications. All such modifications must be approved by the City Council of Dubuque, Iowa.

D) Recording. A copy of this Agreement shall be recorded with the Dubuque County Recorder as a permanent record of the conditions accepted as part of this rezoning approval within ten (10) days of the adoption of Ordinance No. 42-23.

E) Construction. This Agreement shall be construed and interpreted as though it were part of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code.

F) This Agreement shall be binding upon the undersigned and his/her heirs, successors, and assignees.

ACCEPTANCE OF ORDINANCE NO. 42 - 23

I, Kim Adams, having read the terms and conditions of the foregoing Ordinance No. 42-23 and being familiar with the conditions thereof, hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this 18th day of September 2023.

/s/Kim Adams, SVP Operations and Facilities,
On behalf of DuTrac Community Credit Union,
property owner

5. Approving a Development Agreement by and between the City of Dubuque, Iowa, and HG APT LLC: Motion by Sprank to receive and file the documents and adopt Resolution No. 312-23 Approving a Development Agreement by and between the City of Dubuque, Iowa, and HG Apt LLC including the issuance of Urban Tax Increment Revenue Obligations. Cathrine Sorensen, 2613 Jackson, spoke regarding the small amount of square footage the proposed apartments may have. Developer, Josh Manders, 1495 South Grandview was present in the council chambers. Seconded by Wethal. Motion carried 7-0.

RESOLUTION NO. 312-23 APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND HG APT LLC

INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS

Whereas, HG APT LLC is the owner of the property legally described as follows:

Lot 1 of Lot 1 of PARAGON SQUARE, in the City of Dubuque, Iowa, according to the recorded Plat thereof (the Property); and

Whereas, the City Council, by Resolution No. 290-23, dated September 5, 2023, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and HG APT LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on September 18, 2023 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement for redevelopment of the Property by HG APT LLC, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Development Agreement by and between the City of Dubuque, Iowa, and HG APT LLC, a copy of which is [provided] hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved, and adopted this 18th day of September, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

6. Maus Park Lake Pump Station Culvert Repair Project to consider approving the plans, specifications, form of contract, and construction estimate of \$586,000.00. Motion by Jones to receive and file the documents and adopt Resolution No. 313-23 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Maus Park Lake Pump Station Culvert Repair Project. Seconded by Wethal. Motion carried 7-0.

RESOLUTION NO. 313-23 APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED

COST FOR THE MAUS PARK LAKE PUMP STATION CULVERT REPAIR PROJECT

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

That the proposed plans, specifications, form of contract and estimated cost for the Maus Park Lake Pump Station Culvert Repair Project in the estimated amount of \$586,000.00, are hereby approved.

Passed, adopted, and approved this 18th day of September 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

7. Request to Amend PUD Zone C at 7495 Chavenelle Road of the Dubuque Industrial Center West Planned Unit Development and The Zoning Advisory Commission Recommending Approval: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Planning Services Director Wally Wernimont provided a staff report. Applicant and owner of Good Life Integrative Veterinary Care, Katie Merkes spoke in favor of the application. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 43-23 Amending Title 16, Unified Development Code of The City of Dubuque Code of Ordinances, by Rescinding Ordinance No. 6-23 Which Established Regulations for a PUD Planned Unit Development District with A PI Planned Industrial Designation and Adopting an Amended PUD Ordinance to Allow an Animal Hospital or Clinic, Kennel, And Pet Daycare or Grooming as Permitted Uses in Zone C of the Dubuque Industrial Center West Planned Unit Development District. Seconded by Farber. Motion carried 7-0.

ORDINANCE NO. 43 23

AMENDING TITLE 16, UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES, BY RESCINDING ORDINANCE NO. 6-23 WHICH ESTABLISHED REGULATIONS FOR A PUD PLANNED UNIT DEVELOPMENT DISTRICT WITH A PI PLANNED INDUSTRIAL DESIGNATION AND ADOPTING AN AMENDED PUD ORDINANCE TO ALLOW AN ANIMAL HOSPITAL OR CLINIC, KENNEL, AND PET DAYCARE OR GROOMING AS PERMITTED USES IN ZONE C OF THE DUBUQUE INDUSTRIAL CENTER WEST PLANNED UNIT DEVELOPMENT DISTRICT

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

Section 1. That Title 16 of the Dubuque Code of Ordinances, Unified Development Code, is hereby amended by **rescinding Ordinance No. 6-23 and allowing animal hospital or clinic, kennel, and pet daycare or grooming as permitted uses in Zone C of the Dubuque Industrial Center West Planned Unit Development district with a PI Planned Industrial Designation** for the property legally described, to wit:

Lot 2 of McFadden Farm Place No. 2, Part of Lot 1-2 McFadden Farm Place No. 4, Balance of Lot 1-2 McFadden Farm Place No. 4, Lot 1 of McFadden Farm Place No. 5, Part Lot 1A McFadden Farm Place No. 6, Balance of Lot 1A McFadden Farm Place No. 6, Balance of Lot 1 McFadden Farm Place No 6 excluding Lot 1A, Lot 4 Dubuque Industrial Center West, Lots 1-1, 2, 2-1, 3, 4, 5, 6, 7, 8 and C of Dubuque Industrial Center West 2nd Addition, Lots 1, 1-4, 2 2-4, 3, B and C of Dubuque Industrial Center West 4th Addition, Lots 1-1, 1-2, 1-3, 1-5, 2-3, A, C and D of Dubuque Industrial Center West 5th Addition, Lots 1 and A of Dubuque Industrial Center West 6th Addition, Lots 1, 1-2 and 2-2 of Dubuque Industrial Center West 7th Addition, Lots 1, 2 and B of Dubuque Industrial Center West 8th Addition, Lot 2 of Dubuque Industrial Center West 9th Addition, Lot 1 of Dubuque Industrial Center West Exc 7425 Condominiums, Lots 1-5, 3, 6 and H of Dubuque Industrial Center West Final Plat, Lots 1, 1-C and 2 of Dubuque Industrial Center North 1st Addition, Balance of Lot 2-C of Dubuque Industrial Center North 1st Addition, Balance of Lot 3 Dubuque Industrial Center North 1st Addition excluding Lot A, Part of Lot 3 Dubuque Industrial Center North 1st Addition excluding Lot A, Part of Lot 2-C of Dubuque Industrial Center North 1st Addition, Unit 1 and Unit 2 of 7425 Condominiums located on Lot 1 Dubuque Industrial Center West, Lot 1 Dubuque Industrial Center North 2nd Addition Located in DUB T6, Part of Lot A Dubuque Industrial Center North 1st Addition in Tax District DUB A, Part of Lot A Dubuque Industrial Center North 1st Addition in Tax District DUB T6, Part of Lot 1 Unison Addition, Lots 1 and 2A Dubuque Industrial Center North 3rd Addition, Lot 2-1 SW SW & 2-1 SE SW both in Section 30 T89N R2E, Lot 2 SE SW Section 30 T89N R2E, Lot 1-1 NW ¼ NW ¼ Section 29 T89N R2E, SE ¼ NW ¼ Section 29 T89N R2E, SW ¼ NW ¼ Section 29 T89N R2E, Lot 2 SW SE and Lot 2 SE SE Section 30 T89N R2E, and

to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa

Section 2. [provided] hereto and made a part of this zoning reclassification approval is an amended Conceptual Development Plan for the Dubuque Industrial Center West Planned Unit Development. It is recognized that minor shifts or modifications to the general plan layout may be necessary and compatible with the need to acquire workable street patterns, grades, and usable building sites. The general plan layout, including the requirements, shall be used as the implementation guide.

Section 3. Pursuant to Iowa Code Section 414.5 (2015), as amended, and as an express condition of the reclassification, the undersigned property owner(s) agree(s) to the following conditions, all of which the property owner(s) further agree(s) are reasonable and imposed to satisfy the public needs that are caused directly by the zoning reclassification:

A) Definitions

1. Building Related Features

Building related features are defined as all constructed items which rise above the grade surface of the lot. These include:

- a. The primary building
- b. All accessory or secondary buildings
- c. All exterior storage areas
- d. Exterior refuse collection areas
- e. Exterior mechanical equipment
- f. Containerized or tank storage of liquids, fuels, gases, and other materials.

2. Vehicle Related Features

Vehicle related features are defined as all areas used for the movement and parking of all vehicles within the lot. These include:

- a. Employee and visitor parking spaces.
- b. Driveways from the street right-of-way line to and from parking spaces.
- c. Loading spaces outside of the building.
- d. Maneuvering spaces outside of the building.
- e. Parking spaces for company-owned commercial vehicles.
- f. Fire lanes.
- g. Railroad tracks.

3. Open Space Features

Open space features are defined as those exterior areas and developed features of the lot which include:

- a. Landscaped space containing lawn areas and plantings.
- b. Paved, hard-surfaced, pedestrian areas such as walkways, plazas,

entryways, and courtyards.

c. Surface storm water detention areas not otherwise used for building-related or vehicle-related purposes.

d. Open recreation areas and recreational trail.

e. Other non-building and non-vehicular related space.

B. Use Regulations.

The following regulations shall apply to all uses made of land in the above described PUD District:

Zone A: General Purpose and Description. Zone A is intended to provide for a limited amount of commercial development that will serve industrial park employees with daily commercial and service needs. The development of Zone A shall resemble a small shopping center with shared access, parking, and signage to promote a unified commercial appearance. Exterior storage is prohibited.

1. Principal permitted uses shall be limited to:

- a. Public or quasi-public utilities including substations .
- b. Business services
- c. Gas station / convenience / car wash
- d. Laundry / dry cleaner
- e. Indoor restaurant
- f. Drive-in/carry-out restaurant
- g. Drive-up automated bank teller
- h. Banks, savings and loans, and credit unions
- i. Group day care center

2. Conditional uses reserved for future use.

3. Accessory uses shall be limited to the following:

- a. Any use customarily incidental and subordinate to the principal use it serves.

4. Temporary uses shall be limited to the following:

Any use listed as a permitted use within the PUD District of a limited duration as established in Section 3-19 Temporary Uses of the Unified Development Code.

Zone B: General Purpose and Description. Zone B is intended to provide for a variety of uses primarily involving light manufacturing, assembly and fabrication, warehousing, wholesaling, office uses and business services. Exterior storage is prohibited.

1. Principal permitted uses shall be limited to:

- a. Railroads and public or quasi-public utilities
- b. General offices
- c. Medical/dental lab
- d. Mail-order houses
- e. Printing and publishing

f. Laboratories for research and engineering
 g. Wholesale sales/distributor
 h. Vending / game machine sales / service
 i. Cold storage/locker plants
 j. Packing and processing of meat, dairy or food products, not to include stockyards or slaughter houses
 k. Tool, die, and patter making
 l. Manufacture, assembly, repair or storage of electrical and electronic products, components, or equipment
 m. Warehousing and storage facilities, not to include mini-warehouses
 n. Manufacturing, processing, fabrication, assembling, packaging or other comparable treatment of goods or materials, entirely within enclosed buildings
 o. Childcare centers
 p. Early learning centers
 q. Data centers
 r. Emergency call centers

2. Accessory uses shall be limited to the following:

a. Retail outlets within a primary office/industrial building, selling products produced on-site and only as accessory to the principal use.
 b. Any use customarily incidental and subordinate to the principal use it serves.

3. Temporary uses shall be limited to the following:
 Any use listed as a permitted use within the PUD District of a limited duration as established in Section 3-19 Temporary Uses of the Unified Development Code.

Zone C: General Purpose and Description.
 Zone C is intended to provide for a variety of uses primarily involving light manufacturing, assembly and fabrication, warehousing, wholesaling, and office uses. Exterior storage is allowed with some restrictions and must be screened from view from both the public right-of-way and surrounding privately owned property.

1. Principal permitted uses shall be limited to:
 - a. Railroads and public or quasi-public utilities
 - b. Corporate offices
 - c. Medical/dental lab.
 - d. Mail-order houses
 - e. Printing and publishing
 - f. Laboratories for research and engineering
 - g. Moving/storage facilities
 - h. Wholesale sales/distributor
 - i. Freight transfer facilities
 - j. Vending/game machine

- sales/service
 - k. Cold storage/locker plants
 - l. Packing and processing of meat, dairy or food products, not to include stockyards or slaughter houses
 - m. Tool, die, and pattern making
 - n. Manufacture, assembly, repair or storage of electrical and electronic products, components, or equipment
 - o. Warehousing and storage facilities, not to include mini-warehouses
 - p. Manufacturing, processing, fabrication, assembling, packaging or other comparable treatment of goods or materials, entirely within enclosed buildings
 - q. Animal hospital or clinic
 - r. Kennel
 - s. Pet daycare or grooming
2. Conditional uses shall be limited to the following:
- a. Day care center, within a primary office/industrial building or as an accessory structure on the same lot. Day care centers are subject to state and local regulations.
 1. Indoor floor area (excluding halls and bathrooms) must be provided per child in areas occupied by cribs as per State Code;
 2. Indoor floor area (excluding halls and bathrooms) must be provided per child in areas not occupied by cribs times the licensed capacity as per State Code;
 3. Fenced outdoor recreation space, must be provided per child using the space at a given time as per State Code;
 4. Such facility shall provide for the loading and unloading of children so as not to obstruct public streets or create traffic or safety hazards;
 5. All licenses have been issued or have been applied for awaiting the outcome of the Board's decision;
 6. No group day care center may be located within the same structure as any gas station, bar/tavern, automated gas station or any facility selling, servicing, repairing, or renting vehicles;
 7. The parking group requirements can be met;
 8. The conditional use applicant certifies that the premises on which the group day care center will be located complies with,

and will for so long as the group day care center is so located, continue to comply with all local, state and federal regulations governing hazardous substances, hazardous wastes, and hazardous materials, including, but not limited to Iowa Code chapter 455B (1991); 42 U.S.C. Section 9601 of the Federal Comprehensive Environmental Response Compensation and Liability Act; 40 C.F.R. Section 3-2.4; and Section 302 of the Superfund Amendments and Reauthorization Act of 1986; and

9. If the applicant is subject to the requirements of Section 302 of the Superfund Amendments and Reauthorization Act of 1986, the Emergency Management Director shall certify whether or not the applicant has submitted a current inventory of extremely hazardous substances kept or stored on the premises. If any such extremely hazardous substances are kept or stored on the premises, the applicant shall also post in a conspicuous place on the premises a notice indicating a description of the extremely hazardous substances, and the physical and health hazards presented by such substances.

3. Accessory uses shall be limited to the following:

- a. Retail outlets within a primary office/industrial building, selling products produced on-site and only as accessory to the principal use.
- b. Any use customarily incidental and subordinate to the principal use it serves.

4. Temporary uses shall be limited to the following:

Any use listed as a permitted use within the PUD District of a limited duration as established in Section 3-19 Temporary Uses of the Unified Development Code.

Zone D: General Purpose and Description.

Zone D is intended to provide appropriate locations for heavy industrial uses. Exterior storage is allowed, provided it is screened from view from public right-of-way.

1. Principal permitted uses shall be limited to:

- a. Railroads and public or quasi-public utilities
- b. Corporate offices
- c. Mail order houses

- d. Printing and publishing
- e. Laboratories for research and engineering
- f. Moving/storage facilities
- g. Wholesale sales/distributor
- h. Freight transfer facilities
- i. Fuel and ice dealers
- j. Cold storage/locker plants
- k. Packing and processing of meat, dairy or food products, not to include stockyards or slaughter houses
- l. Compounding, processing, and packaging of chemical products
- m. Manufacture, assembly, repair, or storage of electrical and electronic products, components, or equipment).
- n. Warehousing and storage facilities, not to include Mini warehouses
- o. Manufacturing, processing, fabrication, assembling, packaging or other comparable treatment of goods or materials

2. Conditional uses shall be limited to the following:

a. Day care center, within a primary office/industrial building or as an accessory structure on the same lot. Day care centers are subject to state and local regulations.

1. Indoor floor area (excluding halls and bathrooms) must be provided per child in areas occupied by cribs as per State Code;
2. Indoor floor area (excluding halls and bathrooms) must be provided per child in areas not occupied by cribs times the licensed capacity as per State Code;

3. Fenced outdoor recreation space must be provided per child using the space at a given time as per State Code;

4. Such facility shall provide for the loading and unloading of children so as not to obstruct public streets or create traffic or safety hazards;

5. All licenses have been issued or have been applied for awaiting the outcome of the Board's decision;

6. No group day care center may be located within the same structure as any gas station, bar/tavern, automated gas station or any facility selling, servicing, repairing, or renting vehicles;

7. The parking group requirements can be met;

8. The conditional use applicant

certifies that the premises on which the group day care center will be located complies with, and will for so long as the group day care center is so located, continue to comply with all local, state and federal regulations governing hazardous substances, hazardous wastes, and hazardous materials, including, but not limited to Iowa Code chapter 455B (1 991); 42 U.S.C. Section 9601 of the Federal Comprehensive Environmental Response Compensation and Liability Act; 40 C.F.R. Section 3-2.4; and Section 302 of the Superfund Amendments and Reauthorization Act of 1986; and

9. If the applicant is subject to the requirements of Section 302 of the Superfund Amendments and Reauthorization Act of 1986, the Emergency Management Director shall certify whether or not the applicant has submitted a current inventory of extremely hazardous substances kept or stored on the premises. If any such extremely hazardous substances are kept or stored on the premises, the applicant shall also post in a conspicuous place on the premises a notice indicating a description of the extremely hazardous substances, and the physical and health hazards presented by such substances.

3. Accessory uses shall be limited to the following:

- a. Retail outlets within a primary office/industrial building, selling products produced on-site and only as accessory to the principal use.
- b. Any use customarily incidental and subordinate to the principal use it serves.

4. Temporary uses shall be limited to the following:

Any use listed as a permitted use within the PUD District of a limited duration as established in Section 3-19 Temporary Uses of the Unified Development Code.

Zone E: General Purpose and Description.

Zone is intended to provide a location for businesses that require exterior handling or storage of materials or equipment. Exterior handling or storage is allowed, except along Seippel Road, where it is prohibited.

1. Principal permitted uses shall be limited to:

- a. Public or quasi-public utilities
- b. Corporate offices
- c. Mail-order houses.
- d. Printing and publishing
- e. Laboratories for research and engineering
- f. Moving/storage facilities
- g. Wholesale sales/distributor
- h. Freight transfer facilities.
- i. Fuel and ice dealers
- j. Cold storage/locker plants
- k. Packing and processing of meat, dairy or food products, not to include stockyards or slaughter houses
- l. Compounding, processing and packaging of chemical products
- m. Manufacture, assembly, repair or storage of electrical and electronic products, components or equipment
- n. Warehousing and storage facilities, not to include mini-warehouses
- o. Manufacturing, processing, fabrication, assembling, packaging or other comparable treatment of goods or materials entirely within enclosed buildings.
- p. Contractors shop/yard
- q. Recycling industries entirely within enclosed buildings with no outdoor storage
- r. Timber processing

2. Conditional uses reserved for future use.

3. Accessory uses shall be limited to the following:

- a. Retail outlets within a primary office/industrial building, selling products produced on-site and only as accessory to the principal use.
 - b. Any use customarily incidental and subordinate to the principal use it serves.
4. Temporary uses shall be limited to the following:

Any use listed as a permitted use within the PUD District of a limited duration as established in Section 3-19 Temporary Uses of the Unified Development Code.

Zone O: General Purpose and Description.

Zone O is intended to serve as an amenity to the industrial park, providing open space and control of storm water to protect downstream properties.

1. Principal permitted uses shall be limited to:

- a. Railroads and public or quasi-public utilities
- b. Parks, nature areas, playgrounds, and similar recreational uses
- c. Picnic areas
- d. Recreational trails
- e. Club houses, shelter houses, tennis courts, or playground

equipment, or other recreational buildings and structures when associated with parks, nature areas, playgrounds, recreational facilities
f. Construction of dams, reservoirs, or detention ponds

2. Conditional uses reserved for future use.

3. Accessory uses shall be limited to the following:

a. Any use customarily incidental or subordinate to the principle use it serves.

4. Temporary uses reserved for future use.

c. Lot and Bulk Regulations.

Development of land in Zones A, B, C, D, E and O shall be regulated as follows:

1. All building structures and activities shall be located in conformance with the [provided] conceptual development plan and all final site development plans shall be approved in accordance with provisions of the PUD District regulations of this ordinance and of Section 5-24 PUD Planned Unit Development of the Unified Development Code.

2. All buildings related features in Zones A, B, C, D, E and O shall be in accordance with the following bulk regulations chart:

Zone, Min. Lot area In Acres, Lot Frontage Minimum, Front Yard Setback Min. Ft., Side Yard Setback Min. Ft., Rear Yard Setback Min. Ft., Building Height Max. Ft.

A, 1/2 acre, 100, 20, 10*, 20, 30

B, 2 acres, 100, 50, 10, 25, 50

C, 2 acres, 100, 50, 25, 25, 75

D, 2 acres, 100, 50, 25, 50, 100

E, 2 acres, 100, 50, 10, 25, 50

O, N/A, N/A, N/A, N/A, N/A

*0-foot side yard setbacks from property lines shall be permitted for attached buildings.

a. Lots smaller than minimum will be allowed if the parcel is consolidated or combined with a larger lot. Substations for public and quasi-public utilities shall be exempt from lot frontage and lot area requirements.

b. Maximum lot coverage shall be 80 percent. All building and vehicle related features shall be considered when calculating total land area coverage, except fire lanes and railroad tracks.

c. Maximum building height shall be as stipulated in the bulk regulations chart above, except the following may exceed the height limit: cooling towers, condensers, elevator bulkheads, stacks and other necessary mechanical equipment and their protective housing. Heating, ventilating, and air

conditioning (HVAC) equipment is limited to 10 ft. above height limitation, except in Zone A where 30 ft. maximum height includes HVAC equipment.

d. Within required front, side, and rear setbacks, only driveways, fire lanes, railroad tracks, open space features, and primary and secondary signage are allowed. Parking lots may encroach up to 50% into a required front yard setback.

Parking and Loading Regulations

1. All vehicle-related features, except for railroad tracks, shall be surfaced with either asphalt or concrete.

2. All parking and loading spaces shall be delineated on the surfacing material by painted strips or other permanent means.

3. The number, size and design of parking spaces shall be governed by applicable provisions of City of Dubuque Unified Development Code.

4. The number, size and design and location of parking spaces designated for persons with disabilities shall be according to the local, state, or federal requirements in effect at the time of development.

5. The location and number of private driveway intersections with public streets shall be reviewed and approved by the City Engineer. Access shall generally be limited to internal streets.

6. No on-street maneuvering of delivery vehicles will be allowed on any street. Lots shall provide all necessary maneuvering space for delivery vehicles within the boundaries of the lots.

7. All loading docks for shipping and receiving of raw and manufactured goods shall be designed to provide for the direct movement of goods between the delivery vehicle and the interior of the building.

E. Sign Regulations

1. Applicability of Cit of Dubuque Ordinances: The provisions of Section 15 Signs of the Unified Development Code shall apply unless further regulated by this section.

2. Off-Premise Signs: Off-premise signs shall be prohibited.

3. On-Premise Signs: On-premise signs shall be erected or constructed in accordance with the following regulations.

a. Allowable content: signs, messages and graphics shall be limited to the following contents:

1). Industrial Center signs: limited to identification of Dubuque Industrial Center West

- Entrance signs

- Directory signs

2). Company primary signs: limited to identification of uses in Zones B, C, D and E

- Identification of company name
- Identification of company products or services by generic name only
- Graphic symbol or logo identified with the company

3). Commercial primary signs: limited to identification of uses in Zone A

- Identification of business name
- Identification of business products or services by generic names only
- Graphic symbol or logo identified with the business

4). Secondary signs: allowable in all zones

- Street address
- Directional messages necessary for the safe and efficient flow of vehicular and pedestrian traffic on the lot
- Identification of visitor entrances to the building, shipping, and receiving docks and other delivery points
- Identification of assigned parking spaces and parking spaces accessible to persons with disabilities
- Temporary announcements of pending or new construction
- Commemorative messages

b. Schedule of sign regulations: allowable structural type, size, number, and height shall be limited to the following requirements.

Type of Sign, Max. Size, Max. Number, Allowable Structure Type, Max. Height*

Industrial Center Entrance Signs, 200 sq. ft. per sign face, Six (6) signs, Monument, 12 ft.

Industrial Center Directory Signs, 30 sq. ft. per sign face, Three (3) signs, Monument, 8 ft.

Company Primary Signs, 10% of building wall sign is mounted on or 400 total sq. ft. of sign area, whichever is less., 2 signs per street frontage per business, Wall mounted, Below eave or parapet

150 sq. ft. per sign face, 1 sign per business restricted to interior street frontages only, Monument, 10 ft.

Commercial Primary Signs, 100 sq. ft. per sign face, 2 signs per business provided only 1 sign may be a monument -style sign, Wall mounted,

Below eave or parapet

Commercial Primary Signs, 100 sq. ft. per sign face, 2 signs per business provided only 1 sign may be a monument -style sign, Monument, 10 ft.

Secondary Signs, 6 sq. ft. per sign face, No max. number, Wall mounted, Below eave or parapet

Secondary Signs, 6 sq. ft. per sign face, No max. number, Monument, 6 ft.

*The height of monument-style signs shall be measured from average grade to top of sign structures.

c. Variances: Variances from sign requirements for size, number and height may be requested. Such variances shall be reviewed by the Zoning Board of Adjustment in accordance with Section 86 Variance Procedure of the Unified Development Code.

d. Lighting: Signs may be illuminated only by means of indirect lighting, whereby all light sources and devices are shielded from view by opaque or translucent materials, or internally illuminated by means of a light source completely enclosed by the sign panel.

e. Motion: No signs may include any device or means, mechanical, electrical, or natural, which shall cause any motion of the sign panel or any part thereof. No flashing lights or changing colors shall be allowed.

f. Exterior Storage Regulations: Exterior storage shall be in accordance with the following regulations:

Zone, Allowable Products Stored, Allowable Location, , Allowable Screening Materials, Min. Opacity, Max. Height of Screening

A, PROHIBITED

B, PROHIBITED

C, Finished Goods, Rear or side yards, Synthetic materials, wood, masonry, brick or stone similar to building color, 50%, 10 ft.

D, Raw or finished goods; equipment, Rear or side yards, , Similar to building color, 50%, 12 ft.

Raw of finished goods; equipment, Rear or side yards, , Similar to building color, 100%, 15 ft.

O, PROHIBITED

*Exterior storage is prohibited on lots fronting Seippel Road.

1. Exterior storage of materials, which could be blown into the air or strewn about by the wind, shall be prohibited.

2. Exterior storage, where allowed, shall not encroach into a front yard. A front yard may exceed the required front yard setback.

3. The ground area coverage of exterior

storage areas shall be the area contained inside the required screening. This area shall be considered to be a building-related feature for purposes of calculating total land area coverages.

4. Exterior storage (where allowed) must be screened from view from adjacent public right-of-way. In Zone C, exterior storage must be screened from both the public right-of-way and surrounding privately owned property.

5. The screening height shall be measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal.

6. Required screening is intended to buffer surrounding property from the negative visual impact created by the storage of raw or finished goods, materials and equipment that can adversely impact the value of adjacent property.

7. The City Planner may grant a waiver for screening to exceed the maximum height allowed, when topography or height of individual finished products or equipment could make it impossible to completely screen a storage area from every vantage point. The City Planner may not grant waiver in maximum screening height for raw materials or stacked goods.

8. All exterior entrances to a screened storage area shall be provided with a gate or door of similar design to that of the screen.

9. Long-term storage of products or materials in semi-trailers or shipping containers is prohibited.

G. Exterior Trash Collection Area Requirements

1. Exterior trash collection areas shall include collection bins, dumpsters, and similar waste receptacles for the short-term storage and collection of trash. Trash shall include garbage, scrap, recyclables, debris, and similar materials.

2. The storage of trash shall be limited to that produced by the principal permitted use and accessory uses of the lot. Exterior storage of trash, which could be blown into the air or strewn about by the wind, shall be prohibited.

3. The ground area coverage of exterior trash collection areas shall be the area contained inside the required screening. This area shall be considered a building-related feature for purposes of calculating total land area coverages.

4. Exterior trash collection areas shall be located in rear or side yards only. Exterior trash collection areas shall not encroach into a front yard. A front yard

may exceed the required front yard setback.

5. All exterior trash collection areas and the materials contained therein shall be screened from view from the adjacent public right-of-way.

6. The screening shall be a completely opaque fence, wall or other feature not exceeding a height of 10 ft. measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal.

7. Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen.

8. If a 10-foot-high screen fails to shield the exterior trash collection area from view from the adjacent public right-of-way, evergreen plantings may be required in addition to the screening. Evergreen plant materials shall be selected and designed so that they will screen the area from the adjacent public right-of-way within five (5) years.

H. Landscaping Regulations

The following Landscape Regulations shall apply to each lot:

1. Plant Materials: The open space area of each lot shall be planted with permanent lawn and ground covers, shrubs, and trees. It is the intent of these regulations that the development of required open spaces shall reflect a high quality of environmental design.

2. Landscaping: The following is the minimum requirement of trees and shrubs, by number and size, and the type of ground cover required. Street trees planted in public street right-of-way shall not be counted toward fulfillment of the minimum site requirements set forth below. Plant species to be used for landscaping shall be in accordance with the City of Dubuque street tree policy. Existing trees and shrubs to be retained on site may be counted toward fulfillment of the landscaping requirements.

a. Minimum tree planting requirements for any new development in the Dubuque Industrial Center West shall be one (1) tree of the following size per 1,600 square ft. of required open space: 40% minimum: 2-2 1/2" caliper diameter deciduous and/or 8-foot height or greater evergreen. Balance: 1 1/2 - 2" caliper diameter deciduous and/or 6-foot height evergreen.

b. Minimum shrub requirements at the time of planting for any development in the PUD District, shall be 6 shrubs, or 1 shrub per 1,000 square ft. of required open space, whichever is greater. Shrubs shall be a minimum of 18" height or minimum of one (1) gallon potted.

3. Landscape berms and/or plantings shall be required as screening for parking areas adjacent to public streets and shall be a minimum of three (3) ft. in height and can utilize natural grade changes to achieve the required 50% opacity landscaping screen. Parking lot screening is in addition to required landscaping of open space areas.

4. Trees shall be provided in all parking lot islands, which are of sufficient size to ensure the growth and survival of the trees. Trees planted in parking lot islands may be counted toward the minimum tree planting requirements.

5. The developer of any lot fronting Seippel Road and/or Chavanelle Road shall participate in the planting trees compatible in species and spacing with tree plantings, which have previously been completed by the City along said streets.

6. The installation of required planting materials may be phased in direct proportion to the phasing of building construction. Required landscaping shall be installed by the date the Building Services Department issues an occupancy certificate, or if winter weather prevents planting, within six months of being issued an occupancy certificate.

7. To reduce erosion, all disturbed open space areas shall have ground cover of grass or native vegetation, which is installed as sod, or seeded, fertilized, and mulched.

8. The lot owner is required to replant any and all plant materials, which have died due to any cause during the effective period of this PUD Ordinance.

9. A detailed landscape plan shall be required as part of submittal for final site development plan approval.

10. The area between the public street and the right-of-way line shall be planted with grass and maintained by the lot owner.

11. Industrial Center landscaping: Common areas and streetscapes of the PUD District shall be in accordance with the landscape plan, a copy of which is [provided] and made a part of this PUD ordinance.

I. Performance Standards.

The development and maintenance of uses in this PUD District shall be established in conformance with the following standards:

1. Site Lighting: exterior illumination of site features and location and design of site lighting shall be in accordance with the following requirements:

a. Exterior Illumination of site features shall be limited to the illumination of the following:

- Parking areas, driveways and loading facilities
- Pedestrian walkway surfaces and entrances to building
- Screened storage areas
- Building exterior

b. Location and design of site lighting shall be in accordance with the following requirements:

- All exterior lighting shall be designed, installed and maintained so as not to cause glare or to shine in adjacent lots and streets.
- No light source shall provide illumination onto adjacent lots, buildings or streets in excess of 1.0-foot candle.
- All exterior lighting luminaires shall be designed and installed to shield light from the luminaire at angles above 72 degrees from vertical.
- Fixtures mounted on a building shall not be positioned higher than the roofline of the building.
- Wooden utility type poles are acceptable only for temporary use during construction.
- All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.

2. Utility Locations: Service lines and mechanical equipment for utilities shall be located in accordance with the following requirements.

a. Service Lines: All electrical, telephone cable and other similar utility lines serving the building and other site features shall be located underground.

b. Mechanical Equipment: All ground-mounted electrical transformers, switching gear, relay boxes, meters, air conditioning units, heat pumps and other similar mechanical equipment shall be screened from view. Screening may consist of plantings or masonry walls. Plantings shall achieve 50% opacity after three (3) growing seasons and a masonry wall shall appear to be an integral part of the

- building's overall architectural design.
3. Site Plans: Final site development plans shall be submitted in accordance with Section 12 Site Plans of the Unified Development Code prior to construction of each building and vehicle-related feature unless otherwise exempted by Section 12 Site Plans.
 4. Storm Water Conveyance: The developer of each lot shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainage ways outside the lot in a means that is satisfactory to the Public Works Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply to properties in the PUD District.
 5. Plating: The conceptual development plan shall serve as the preliminary plat for this PUD District. Subdivision plats and improvement plans shall be submitted in accordance with Chapter 11 Land Division of the City of Dubuque Unified Development Code.
 6. Noises: Noises generated within the PUD District shall be regulated by Chapter 33, Article IV Noises, of the City of Dubuque Code of Ordinances.
 7. Street Lighting: Streetlights shall be installed in accordance with City of Dubuque standards.
 8. Flood Plain Regulations: The area of the PUD District that lies within the flood plain of Catfish Creek shall be subject to the regulations of Section 6-4 Flood Hazard Overlay Districts of the Unified Development Code.
 9. Phased construction of Buildings and Parking Spaces: The construction of off-street parking spaces may be phased in proportion to the percentage of total building floor area constructed at any one time. Ground area set aside for future parking, loading spaces or driveways or for parking provided in excess of the minimum required number of parking spaces shall not reduce the minimum required area for open space.
 10. Other Codes and Regulations: These regulations do not relieve an owner from other applicable City, County, State and Federal codes, regulations, laws and other controls relative to the planning, construction, operation and management of property in the PUD District.
- J. Open Space and Recreational Areas- Those areas not designated on the conceptual development plan as "open" shall be

maintained as open space by the property owner and/or association. The recreational trail shall be maintained by the property owner and/or association.

K. Ordinance History - 1. Ord. 6-23: Rescinding Ord. No. 32-18, and allowing child-care centers, early learning centers, general offices, data centers, and emergency call centers within Zone B of the Dubuque Industrial Center West PUD Planned Unit Development district with a PI Planned Industrial Designation.

2. Ord. 32-18: Rescinding Ord. No. 83-04, No. 07-02, and No. 14-98 and rezoning an approximately 124-acres of property from Agricultural District and approximately 36-acres of property from PI Planned Industrial to the regulations of the Dubuque Industrial Center West Planned Unit Development with a PI Planned Industrial designation.

3. Ord. 83-04: Amending Ord. No. 14-98 and No. 07-02 by reclassifying hereinafter described property located east of Seippel Road and south of Middle Road from Agricultural District to PUD Planned Unit Development with a PI Planned Industrial designation and adopting a conceptual development plan.

4. Ord. 07-02: Reclassifying an approximately 25-acre property located east of Seippel Road and North of the county farm from Agricultural designation to PUD Planned Unit Development District with a PI Planned Industrial designation and adopting an amended conceptual development plan, with conditions, for the Dubuque Industrial Center West.

5. Ord. 14-98: Reclassifying property located east and west of Seippel Road and north of the county farm from Agricultural designation to PUD Planned Unit Development with a PI Planned Industrial designation.

L. Transfer of Ownership - Transfer of ownership or lease of property in this PUD District shall include in the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.

M. Modifications - Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Section 9 of the Unified Development Code.

N. Recording - A copy of this ordinance shall be recorded at the expense of the property owner(s) with the Dubuque County Recorder as a permanent record of the conditions accepted as part of this reclassification approval within thirty (30)

days after the adoption of this ordinance. This ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 4. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 5. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved, and adopted this 18th day of September, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

8. Unified Development Code Text Amendment Request and the Zoning Advisory Commission Recommending Approval: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Planning Services Director Wally Wernimont provided a staff report and answered questions from the council. Emily Sewell, 900 Jackson St. spoke in favor of the request. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 44-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Amending Articles 16-5-13 C-3 General Commercial, by Adding Drive-Up Automated Bank Teller to the List of Permitted Uses and by Amending Articles 16-5-14 C-4 Downtown Commercial, by Adding Drive-Up Automated Bank Teller to the List of Conditional Uses and by Amending Article 16-8-5-10, by Modifying the Drive-Up Automated Bank Teller Condition and by Amending Chapters 16-15-11-8 (C-3), 16-15-11-9 (C-4), 16-15-11-12 (CR) and 16-15-11-14 (LI, HI, And MHI), to Add Drive-Up Automated Bank Teller Signage Standards Seconded by Wethal. Motion carried 7-0.

ORDINANCE NO. 44-23

AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY AMENDING ARTICLES 16-5-13 C-3 GENERAL COMMERCIAL, BY ADDING DRIVE-UP AUTOMATED BANK TELLER TO THE LIST OF PERMITTED USES AND BY AMENDING ARTICLES 16-5-14 C-4 DOWNTOWN COMMERCIAL, BY ADDING DRIVE-UP AUTOMATED BANK TELLER TO THE LIST OF CONDITIONAL USES AND BY AMENDING ARTICLE 16-8-5-10, BY MODIFYING THE DRIVE-UP AUTOMATED BANK TELLER CONDITION AND BY AMENDING CHAPTERS 16-15-11-8 (C-3), 16-15-11-9 (C-4), 16-15-11-12 (CR) AND 16-15-11-14 (LI, HI, AND MHI), TO

ADD DRIVE-UP AUTOMATED BANK TELLER SIGNAGE STANDARDS

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code Chapters 16-5-13 (C-3) and 16-5-14 (C-4) are hereby amended as follows:

16-5-13-1 Principal Permitted Uses

Drive-Up Automated Bank Teller

16-5-14-2 Conditional Uses

Drive-Up Automated Bank Teller

Section 2. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code Chapter 16-5-10: List of Conditional Uses is hereby amended as follows:

16-8-5-10 List of Conditional Uses

~~Drive-up automated bank teller. A drive-up automated bank teller may be allowed in the CR district in accordance with the conditions established by the zoning board of adjustment.~~

Drive-up automated bank teller. A drive-up automated bank teller may be allowed in the C-4 and CR districts in accordance with the conditions:

1. Opaque screening shall be provided to screen the use from adjacent residential uses in conformance with the landscaping requirements of chapter 13 of this title.

Section 3. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code Chapters 16-15-11-8 (C-3), 16-15-11-9 (C-4), 16-15-11-12 (CR) and 16-15-11-14 (LI, HI, and MHI) are hereby amended as follows:

16-15-11-8: C-3 GENERAL COMMERCIAL DISTRICT

On Premises Signs, Permitted Sign Structures, Max. Permitted Lighting Type, Max. Permitted Motion, Max. Area (Square Ft.), Max. Number, Max. Projection Over Right Of Way, Max. Height

Drive-up Automated Bank Teller (Standalone), Freestanding, 75 per sign, 1 per premises, 0, 20, No flashing, None

16-15-11-9: C-4 DOWNTOWN COMMERCIAL DISTRICT:

On Premises Signs, Permitted Sign Structures, Max. Permitted Lighting Type, Max. Permitted Motion, Max. Area (Sq. Ft.), Max. Number, Max. Projection Over Right Of Way, Max. Height

Drive-up Automated Bank Teller (Standalone), Freestanding, 75 per sign, 1 per premises, 0, 20, No flashing, None

16-15-11-12: COMMERCIAL RECREATION DISTRICT:

On Premises Signs, Permitted Sign Structures, Maximum, Permitted Lighting Type, Permitted Motion, Area (Square Ft.), Number, Projection Over Right Of Way, Height

Drive-up Automated Bank Teller (Standalone), Freestanding, 75 per sign, 1 per premises, 0, 20, No flashing, None

16-15-11-14: LI, HI, AND MHI INDUSTRIAL DISTRICTS:

On Premises Signs, Permitted Sign Structures, Maximum, Permitted Lighting Type, Permitted Motion, Area (Square Ft.), Number, Projection Over Right Of Way, Height

Drive-up Automated Bank Teller (Standalone), Freestanding, 75 per sign, 1 per premises, 0, 20, No flashing, None

Section 4. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 5. This ordinance shall take effect immediately upon publication, as provided by law.

Passed, approved, and adopted this 18th day of September 2023.

/s/Brad M. Cavanagh, Mayor
Attest:/s/Trish L. Gleason, Assistant City Clerk
Published officially in the Telegraph Herald newspaper on the 21st day of July 2023.

/s/Adrienne N. Breidfelder, City Clerk

9. Community Development Block Grant FY24 Annual Action Plan Amendment No. 1 as reviewed by the Community Development Advisory Commission at their meetings on August 16, 2023, and September 6, 2023. Motion by Wethal to receive and file the documents and adopt Resolution No. 314-23 Adopting the Fiscal Year 2024 (Program Year 2023) Community Development Block Grant (CDBG) Annual Action Plan Amendment #1. Seconded by Farber. Housing and Community Development Director Alexis Steger answered questions from the council. Motion carried 7-0.

**RESOLUTION NO. 314-23
ADOPTING THE FISCAL YEAR 2024 (PROGRAM YEAR 2023) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AMENDMENT #1**

Whereas, the City of Dubuque, through a series of public meetings and hearings, proposed a Fiscal Year 2024 (Program Year 2023) Community Development Block Grant Annual Action Plan for inclusion in the City Budget addressing housing and non-housing needs in the community; and

Whereas, the Community Development Advisory Commission reviewed the first amendment to the Fiscal Year 2024 (Program Year 2023) Community Development Block Grant Annual Action Plan; and

Whereas, all services provided will be to a minimum of 51% low/moderate income residents.

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

Section 1. That the Community Development Block Grant Fiscal Year 2024 (Program Year 2023) Annual Action Plan Amendment #1, [provided] hereto and by this reference made a part hereof, is hereby approved.

Section 2. The City Manager or his designee of the City of Dubuque is hereby authorized to directed staff to prepare and submit to the United States Department of Housing and Urban Development the Fiscal Year 2024 (Program Year 2023) Annual Action Plan Amendment #1 with all related documents, for the use of Community Development Block Grant funds based on this adopted budget and execute standard contracts and agreements.

Passed, approved, and adopted this 18th day of September 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

10. Dubuque Racing Association Lease, Improvement Projects – Lot 1 of Chaplain Schmitt Island, Requesting Consent of City to Improvements, Leasehold Mortgage, & Subordination Agreement: Motion by Jones to receive and file the documents and adopt Resolution No. 315-23 Disposing of an Interest in Real Property by Lease Agreement with Dubuque Racing Association, LTD., and Approving a Leasehold Mortgage and Subordination Agreement Between Dubuque Racing Association, LTD and MidWestOne Bank. Seconded by Wethal. Council Member Farber recused herself from this item due to her relationship with MidWestOne and exited the council chambers. Alex Dixon President and CEO of the Q Casino and DRA thanked the council and staff for all the time and hard work that went into establishing this partnership and agreement. The Mayor and council acknowledge this momentous occasion. Motion carried 6-0. Farber returned to the council chambers.

**RESOLUTION NO. 315-23
DISPOSING OF AN INTEREST IN REAL PROPERTY BY LEASE AGREEMENT WITH DUBUQUE RACING ASSOCIATION, LTD. AND APPROVING A LEASEHOLD MORTGAGE AND SUBORDINATION AGREEMENT BETWEEN DUBUQUE RACING ASSOCIATION, LTD AND MIDWESTONE BANK**

Whereas, the City Council, by Resolution No. 300 - 23, dated September 11, 2023, declared its intent to dispose of City interest in real property legally described as:

Lot 1 of Chaplain Schmitt Island in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #2023-7679, records of Dubuque County, Iowa. (the Property); and

Whereas, pursuant to published notice, a public hearing was held on the proposed disposition on September 18, 2023 at 6:30 p.m. in

the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

Whereas, it is the determination of the City Council that approval of the Agreement with Dubuque Racing Association, Ltd. according to the terms and conditions set out in the Amended and Restated Lease Agreement is in the public interest of the City of Dubuque.

Whereas, it is the determination of the City Council that consent for a construction project in excess of \$100,000 is in the public interest of the City of Dubuque; and

Whereas, it is the determination of the City Council that consent to Dubuque Racing Association's financing of the improvement project with MidWestOne Bank, which requires City consent to a Leasehold Mortgage is in the public interest of the City of Dubuque; and

Whereas, it is the determination of the City Council that subordination of Dubuque Racing Association's lease obligations to the City in favor of MidWestOne Bank pursuant to a Subordination Agreement and City consent to the subordination is in the public interest of the City of Dubuque; and

Whereas, the City Council of City believes it is in the best interests of City to approve the Lease Agreement with Dubuque Racing Association, Ltd., to consent to the improvements, to consent to a Leasehold Mortgage, and to consent to the Subordination Agreement in favor of MidWestOne Bank.

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

Section 1. The City Council disposes of City's interest in the foregoing-described real property pursuant to the Amended and Restated Lease Agreement, consents to improvements by Dubuque Racing Association Ltd., consents to a Leasehold Mortgage, and consents to the Subordination Agreement in favor of MidWestOne Bank.

Section 2. The Mayor and Assistant City Clerk are hereby authorized and directed to execute the Amended and Restated Lease Agreement, Leasehold Mortgage, and Subordination Agreement.

Section 3. The Assistant City Clerk is hereby authorized and directed to cause said Amended and Restate Lease Agreement, Leasehold Mortgage, and Subordination Agreement to be delivered to the City Attorney's Office, together with a certified copy of the Resolution.

Passed, approved, and adopted this 18th day of September, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

11. Lease Agreement – Amphitheater, Lot 2 & 3: Motion by Roussell to receive and file the documents and adopt Resolution No. 316-23

Disposing of City Interest in Real Property Legally Described as Lots 2 and 3 of Chaplain Schmitt Island in the City of Dubuque, Iowa According to the Plat Recorded as Instrument #2023-7679, Records of Dubuque County, Iowa by Lease with Dubuque Racing Association, LTD. Seconded by Sprank. Alex Dixon President and CEO of the Q Casino and DRA thanked Leisure Services Director Marie Ware for all her hard work to see this agreement to fruition and the city for their continued support. Motion carried 7-0.

**RESOLUTION NO. 316 - 23
DISPOSING OF CITY INTEREST IN REAL PROPERTY LEGALLY DESCRIBED AS LOTS 2 AND 3 OF CHAPLAIN SCHMITT ISLAND IN THE CITY OF DUBUQUE, IOWA ACCORDING TO THE PLAT RECORDED AS INSTRUMENT #2023-7679, RECORDS OF DUBUQUE COUNTY, IOWA BY LEASE WITH DUBUQUE RACING ASSOCIATION, LTD.**

Whereas, the City Council, by Resolution No. 316 - 23, dated September 11, 2023, declared its intent to dispose of City interest in real property legally described as:

Lots 2 and 3 of Chaplain Schmitt Island in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #2023-7679, records of Dubuque County, Iowa. (the Property); and

Whereas, pursuant to published notice, a public hearing was held on the proposed disposition on September 18, 2023 at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

Whereas, it is the determination of the City Council that approval of the Lease Agreement with Dubuque Racing Association, Ltd. according to the terms and conditions set out in the Lease Agreement is in the public interest of the City of Dubuque.

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

Section 1. The Lease Agreement by and between the City of Dubuque and Dubuque Racing Association, Ltd. for the lease of the Property, a copy [provided] hereto, is hereby approved.

Section 2. The Mayor and Assistant City Clerk are hereby authorized and directed to execute the Lease Agreement.

Section 3. That the Assistant City Clerk is hereby authorized and directed to cause said Lease Agreement to be delivered to the City Attorney's Office, together with a certified copy of the Resolution.

Passed, approved, and adopted this 18th day of September, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

12. Issuance of Not to Exceed \$1,000,000, Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Funds, Planning and Design Loan Applications: Motion by Wethal to receive and file the documents and adopt Resolution No. 317-23 Taking Additional Action with Respect to a Sewer Revenue Loan and Disbursement Agreement and Authorizing, Approving and Securing the Payment of a \$1,000,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (Lift Stations) Seconded by Sprank. Motion carried 7-0.

**RESOLUTION NO. 317-23
RESOLUTION TAKING ADDITIONAL ACTION WITH RESPECT TO A SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND AUTHORIZING, APPROVING AND SECURING THE PAYMENT OF A \$1,000,000 SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT ANTICIPATION PROJECT NOTE (IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT) (LIFT STATIONS)**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the Utility are vested in the City Council, (the "Council"), and no board of trustees exists for this purpose; and

Whereas, the City has heretofore proposed to borrow money and enter into a Sewer Revenue Loan and Disbursement Agreement (the "Loan and Disbursement Agreement") with the Iowa Finance Authority (the "Lender") and to issue in accordance therewith Sewer Revenue Bonds (the "Bonds") in a principal amount not to exceed \$1,000,000 a purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and has published notice of the proposed action and has held a hearing thereon on September 18, 2023; and

Whereas, it is necessary at this time to authorize and approve the issuance of a \$1,000,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") pursuant to the provisions of Section 76.13 of the Code of Iowa in anticipation of the receipt of and payable from the proceeds of the Loan and Disbursement Agreement (the "Loan Proceeds") in order to pay authorized costs in connection with planning and designing the Project;

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

Section 1. The City Council hereby covenants for the benefit of the Lender and all who may at any time be the holder of the Project Note to enter into the Loan and Disbursement Agreement and to issue and deliver the Bonds prior to the Maturity Date, as defined in the Project Note, and declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa. The Bonds are hereby ordered to be issued at such time as the City enters into the Loan and Disbursement Agreement.

Section 2. The Project Note in the principal amount of \$1,000,000 is hereby authorized to be issued to the Lender. The Project Note shall be dated as of the date of closing, shall mature on the Maturity Date as defined in the Project Note, and shall bear interest at the rate of 0% per annum.

The Project Note shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk and shall be a fully registered instrument without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Project Note shall cease to be such officer before the delivery of the Project Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Project Note and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

The City reserves the right to prepay principal of the Project Note in whole or in part on any date prior to the Maturity Date, as defined in the Project Note, at a prepayment price equal to the principal amount thereof prepaid.

The Project Note shall be fully registered as to both principal and interest in the name of the owner in the records of the City kept for such purpose, after which no transfer shall be valid unless made on said records by the City Clerk, and then only upon a written instrument of transfer satisfactory to the City, duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City shall maintain as confidential the record of identity of owners of the Project Note, as provided by Section 22.7 of the Code of Iowa.

Section 3. The Project Note shall be in substantially the [provided] form:

Section 4. The Project Note shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the

Registrar for registration and delivery to the Lender, upon receipt of the Project Note proceeds.

Section 5. The Loan Proceeds are hereby appropriated to the payment of the Project Note and may also be appropriated to the payment of other obligations issued to pay costs of the Project, but only to the extent that full provision has been made for the payment of principal of the Project Note.

At its sole discretion, the City Council may appropriate to the payment of the Project Note proceeds to be received from state or federal grants and/or income or revenues from sources to be received and expended for the Project during the period of Project construction.

The Project Note is a limited obligation of the City payable solely and only from the Loan Proceeds and shall not constitute a general obligation of the City, nor shall it be payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the Loan Proceeds to be sufficient for the payment in whole or in part of the Project Note.

Section 6. Upon a breach or default of a term of the Project Note or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action, or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Section 76.13 of the Code of Iowa.

Section 7. The City reserves the right to issue additional obligations (the "Parity Obligations") payable from the Loan Proceeds, and ranking on a parity with, the Project Note. The Project Note or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Loan Proceeds regardless of the time or times of the issuance of such Project Note or Parity Obligations, it being the intention of the City that there shall be no priority among the Project Note or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times.

Section 8. The provisions of this resolution shall constitute a covariation, tween the City and the owners of the Project Note and Parity Obligations as may from time to time be outstanding, and after the issuance of the Project Note, no change, variation or alteration of any kind of the provisions of this resolution shall be made without prior consent of the Lender which will adversely affect the owners of the Project Note or Parity Obligations until the Project Note and Parity Obligations and the interest thereon shall have been paid in full.

Section 9. If any section, paragraph, clause, or provision of this resolution shall be held invalid, the invalidity of such section,

paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 10. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 11. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 18, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

13. Issuance of Not to Exceed \$430,000, Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Funds, Planning and Design Loan Applications: Motion by Farber to receive and file the documents and adopt Resolution No. 318-23 Taking Additional Action with Respect to a Sewer Revenue Loan and Disbursement Agreement and Authorizing, Approving, and Securing the Payment of a \$430,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (Grove). Seconded by Sprank. Motion carried 7-0.

**RESOLUTION NO. 318-23
TAKING ADDITIONAL ACTION WITH RESPECT TO A SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND AUTHORIZING, APPROVING AND SECURING THE PAYMENT OF A \$430,000 SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT ANTICIPATION PROJECT NOTE (IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT) (GROVE)**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the Utility are vested in the City Council, (the "Council"), and no board of trustees exists for this purpose; and

Whereas, the City has heretofore proposed to borrow money and enter into a Sewer Revenue Loan and Disbursement Agreement (the "Loan and Disbursement Agreement") with the Iowa Finance Authority (the "Lender") and to issue in accordance therewith Sewer Revenue Bonds (the "Bonds") in a principal amount not to exceed \$430,000 a purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and has published notice of the proposed action and has held a

hearing thereon on September 18, 2023; and

Whereas, it is necessary at this time to authorize and approve the issuance of a \$430,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") pursuant to the provisions of Section 76.13 of the Code of Iowa in anticipation of the receipt of and payable from the proceeds of the Loan and Disbursement Agreement (the "Loan Proceeds") in order to pay authorized costs in connection with planning and designing the Project;

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

Section 1. The City Council hereby covenants for the benefit of the Lender and all who may at any time be the holder of the Project Note to enter into the Loan and Disbursement Agreement and to issue and deliver the Bonds prior to the Maturity Date, as defined in the Project Note, and declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa. The Bonds are hereby ordered to be issued at such time as the City enters into the Loan and Disbursement Agreement.

Section 2. The Project Note in the principal amount of \$430,000 is hereby authorized to be issued to the Lender. The Project Note shall be dated as of the date of closing, shall mature on the Maturity Date as defined in the Project Note, and shall bear interest at the rate of 0% per annum.

The Project Note shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk and shall be a fully registered instrument without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Project Note shall cease to be such officer before the delivery of the Project Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Project Note and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

The City reserves the right to prepay principal of the Project Note in whole or in part on any date prior to the Maturity Date, as defined in the Project Note, at a prepayment price equal to the principal amount thereof prepaid.

The Project Note shall be fully registered as to both principal and interest in the name of the owner in the records of the City kept for such purpose, after which no transfer shall be valid unless made on said records by the City Clerk, and then only upon a written instrument of

transfer satisfactory to the City, duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City shall maintain as confidential the record of identity of owners of the Project Note, as provided by Section 22.7 of the Code of Iowa.

Section 3. The Project Note shall be in substantially the [provided] form:

Section 4. The Project Note shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the Project Note proceeds.

Section 5. The Loan Proceeds are hereby appropriated to the payment of the Project Note and may also be appropriated to the payment of other obligations issued to pay costs of the Project, but only to the extent that full provision has been made for the payment of principal of the Project Note.

At its sole discretion, the City Council may appropriate to the payment of the Project Note proceeds to be received from state or federal grants and/or income or revenues from sources to be received and expended for the Project during the period of Project construction.

The Project Note is a limited obligation of the City payable solely and only from the Loan Proceeds and shall not constitute a general obligation of the City, nor shall it be payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the Loan Proceeds to be sufficient for the payment in whole or in part of the Project Note.

Section 6. Upon a breach or default of a term of the Project Note or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action, or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Section 76.13 of the Code of Iowa.

Section 7. The City reserves the right to issue additional obligations (the "Parity Obligations") payable from the Loan Proceeds, and ranking on a parity with, the Project Note. The Project Note or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Loan Proceeds regardless of the time or times of the issuance of such Project Note or Parity Obligations, it being the intention of the City that there shall be no priority among the Project Note or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times.

Section 8. The provisions of this resolution shall constitute a covariation, tween the City and the owners of the Project Note and Parity

Obligations as may from time to time be outstanding, and after the issuance of the Project Note, no change, variation or alteration of any kind of the provisions of this resolution shall be made without prior consent of the Lender which will adversely affect the owners of the Project Note or Parity Obligations until the Project Note and Parity Obligations and the interest thereon shall have been paid in full.

Section 9. If any section, paragraph, clause, or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this resolution.

Section 10. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 11. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 18, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

ACTION ITEMS

1. USDA Forest Service Urban & Community Forest Program Grant Award: Motion by Roussell to receive and file the documents and approve. Seconded by Resnick. Leisure Services Director Marie Ware provided information on the notification that the City of Dubuque has been awarded a USDA Forest Service Urban and Community Forest Program Grant totaling \$1,499,978. Restated motion by Roussell to receive and file the documents. Seconded by Resnick. Motion carried 7-0.

2. Five Flags Civic Center FY 23 Annual Report Presentation: Motion by Jones to receive and file the documents and listen to the presentation. Seconded by Sprank. Five Flags Civic Center General Manager Aaron Rainey presented on: Building updates, events in review, event analysis, food and beverage, volunteers, ticket buyers demographics, news coverage, social media, venue partners, staff, and upcoming events. Motion carried 7-0.

3. Lead Service Line Replacement Program in 3 phases to complete replacement of lead service lines in 575 homes, maintaining the FY25 budget projection of a 5% water rate increase, but other factors might impact this rate increase, however, that would be determined through the FY25 budget process conducted in April of 2024. Motion by Roussell to receive and file the documents and approve. Seconded by Jones. Motion carried 7-0.

4. Community Development Block Grant (CDBG) Subrecipient Agreement to assist Catholic Charities for an additional \$245,000 for the replacement of two elevators in Ecumenical Tower and authorize the Mayor to execute the agreement on behalf of the City. Motion by Roussell to receive and file the documents and adopt Resolution No. 319-23 Authorizing Execution of CDBG Subrecipient Agreement with Catholic Charities. Seconded by Wethal. Housing and Community Development Director Alexis Steger read three statements expressing the need for elevator repairs. One from Tracy Morrison, Executive Director at Catholic Charities, one from Cee Cee, a Resident of Ecumenical Towers and the third from resident Brooklyn Williams of Ecumenical Towers, all of whom could not stay due to the late hour. Motion carried 7-0.

RESOLUTION NO. 319-23

AUTHORIZING EXECUTION OF CDBG SUB-RECIPIENT AGREEMENT WITH CATHOLIC CHARITIES

Whereas, Catholic Charities prepared a request to improve the quality of existing affordable rental housing at Ecumenical Tower utilizing Community Development Block Grant funds; and

Whereas, the City Council approved the CDBG Fiscal Year 2024/Program Year 2023 Amendment #1 budget that included an increased budget for Ecumenical Tower to accommodate this request; and

Whereas, a Categorically Excluded Subject to Review with 24 CFR Part 58.5 Environmental Review has been completed, and no compliance or consultation with regulatory authorities were found to be required; therefore, converting the project to exempt; and

Whereas, all services provided will be to a minimum of 51% low/moderate income residents, meeting the CDBG National Objective of Low/Mod-Income Housing benefit, and eligible activity of 14B: Rehab, Multi-Unit Residential.

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

Section 1. That the subrecipient agreement with Catholic Charities, beginning no sooner than September 18, 2023 be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 18th day of September 2023.

Brad M. Cavanagh, Mayor

Attest Trish L. Gleason, Assistant City Clerk

5. Community Development Block Grant (CDBG) Subrecipient Agreement to assist Dubuque Community Schools Lincoln Outdoor

Wellness with a project budget of \$474,431 for a complete site redesign at Lincoln Elementary School to improve the use of space in a low-mod area and authorize the Mayor to execute the agreement on behalf of the City. Motion by Farber to receive and file the documents and adopt Resolution No. 320-23 Authorizing Execution of CDBG Subrecipient Agreement with Dubuque Community Schools. Seconded by Resnick. Motion carried 7-0.

**RESOLUTION NO. 320-23
AUTHORIZING EXECUTION OF CDBG SUB-RECIPIENT AGREEMENT WITH DUBUQUE COMMUNITY SCHOOLS**

Whereas, Dubuque Community Schools prepared a request to improve the quality of a public facility at 555 Nevada Street, Lincoln Elementary School, utilizing Community Development Block Grant funds; and

Whereas, the City Council approved the CDBG Fiscal Year 2024/Program Year 2023 Amendment #1 budget that included a budget for Lincoln Wellness Project to accommodate this request; and

Whereas, a Categorically Excluded Subject to Review with 24 CFR Part 58.5 Environmental Review has been completed, and no compliance or consultation with regulatory authorities were found to be required; therefore, converting the project to exempt; and

Whereas, all services provided will be to a minimum of 51% low/moderate-income area, meeting the CDBG National Objective of Low/Mod-Income Housing benefit, and eligible activity of 03F: Parks, Recreational Facilities.

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

Section 1. That the subrecipient agreement with Dubuque Community Schools beginning no sooner than September 18, 2023 be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 18th day of September 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

6. Community Development Block Grant (CDBG) Subrecipient Agreement to assist Mt. Pleasant Home to remodel an existing bathroom to be ADA-compliant with a project budget of \$18,000 and authorize the Mayor to execute the agreement on behalf of the City. Motion by Farber to receive and file the documents and adopt Resolution No. 321-23 Authorizing Execution of CDBG Subrecipient Agreement with Mt. Pleasant Home. Seconded by Wethal. Housing and Community

Development Director Alexis Steger read statements by Keith Kettler, Administrator of Mt. Pleasant Homes and Karen Zeckser, Mt. Pleasant Homes Board Member outlining the need to remodel the bathroom originally built in 1939. Motion carried 7-0.

**RESOLUTION NO. 321-23
AUTHORIZING EXECUTION OF CDBG SUB-RECIPIENT AGREEMENT WITH MT. PLEASANT HOME**

Whereas, Mt. Pleasant Home prepared a request to improve the quality of existing affordable rental housing at Mt. Pleasant Home utilizing Community Development Block Grant funds; and

Whereas, the City Council approved the CDBG Fiscal Year 2024/Program Year 2023 Amendment #1 budget that included an \$18,000 budget for Mt. Pleasant Home to accommodate this request; and

Whereas, a Categorically Excluded Subject to Review with 24 CFR Part 58.5 Environmental Review has been completed, and no compliance or consultation with regulatory authorities were found to be required; therefore, converting the project to exempt; and

Whereas, all services provided will be to a minimum of 51% low/moderate income residents, meeting the CDBG National Objective of Low/Mod-Income Housing benefit, and eligible activity of 14B: Rehab, Multi-Unit Residential.

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

Section 1. That the subrecipient agreement with Mt. Pleasant Home, beginning no sooner than September 18, 2023 be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 18th day of September 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

7. Request for Work Session: Black Heritage Survey Update on Monday, October 16, 2023, at 6:00 p.m. for an update on Black Heritage Survey. Motion by Roussell to receive and file the documents and schedule the work session as recommended. Seconded by Sprank. No schedule conflicts were expressed. Motion carried 7-0.

8. New Housing Projects Update - September 2023 Video and Handout: Public Information Office staff will show a video showing progress on some of the new housing projects under way in Dubuque. The video can also be seen on YouTube at

<https://youtu.be/sqC44udG8Os?si=L9Z7EJSGQc8K2xoY> Motion by Resnick to receive and file the documents and watch the video. Seconded by Jones. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Each council member took a moment to share memories and to send their heartfelt condolences to the family and friends of Joyce Connors who passed away suddenly on September 15, 2023. Joyce's encouragement to serve the residents of the City of Dubuque by serving as an elected official was something the Mayor and each of the council members shared in common. Remembering Joyce's calm demeanor, hard work ethic, and commitment to the Dubuque Community were very common themes throughout the shared memories.

CLOSED SESSION

Motion by Jones to convene in closed session at 10:49 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with the City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 12:04 a.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 12:05 a.m. Tuesday morning.

/s/Trish L. Gleason, Assistant City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 5:15 p.m. on October 2, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Smart Parking & Mobility Management Plan Update.

Project Manager Steve Sampson Brown is providing information on the progress of the Smart Parking & Mobility Management Plan aspects related to mobility in the downtown area. A PowerPoint presentation was presented by Ryan Peterson Landscape Architect with RDG Planning and Design on stakeholder input collected related to the various aspects of the mobility plan, progress completed to date on the mobility plan, and upcoming next steps working toward finalizing the mobility portion of the plan. Marty Shukert Urban Planner for RDG Planning and Design presented on bike paths and biking mobility.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:26 p.m.

/s/Trish L. Gleason, Assistant City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on October 2, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

Assistant City Clerk Trish Gleason noted that Action item No. 3 Appeal of Claim for Clayton and Nicole Ketchum was being pulled from the agenda due to lack of notification of item being placed on the agenda.

PRESENTATION(S)

Allie Hinga Managing Editor of THMedia presented Police Lieutenant Rick Fullmer with the Class of 2023 Rising Star Award. A video was also shown. For access to the video visit: <https://youtu.be/TRRthX-GZmM>. Police Lieutenant Rick Fullmer said a few words of appreciation.

2. Dubuque Police Chief Jeremy Jensen announced that Assistant Chief Joseph Messerich has graduated as a member of the 287th session of the Federal Bureau of Investigation (FBI) National Academy. Assistant Chief of Police Joseph Messerich said a few words of appreciation.

3. Stephan Fehsal Parks Division Manager presented the Outstanding Organization Award to Dubuque Trees Forever. President Tom Kramer said a few words of appreciation.

4. Public Information Officer Randy Gehl on behalf of the 3CMA Committee, presented Felica Carner and Mayor Brad Cavanagh, the 3CMA Silver Circle Award for "Delivering Dubuque" Video Series. Felica Carner said a few words of appreciation.

PROCLAMATION(S)

1. Trick-or-Treat Night Proclamation was accepted by Mayor Cavanaugh on behalf of The City Clerk's Office

CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of 9/18/23; Arts and Cultural Affairs Commission Minutes of 7/25/23; Civil Service Commission minutes of 6/29/23, 7/12/23, 8/9/23, 8/28/23; Transit Advisory Board minutes of 9/14/23; Proof of Publication of City Council Proceedings of 8/18/23, 8/21/23, 8/22/23, 8/23/23, 8/24/23. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Jill Boge for vehicle damage; John Eby for vehicle damage; David Weydert for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

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

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 322-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was approved.

**RESOLUTION NO. 322-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

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

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

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

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

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

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

Passed, approved, and adopted this 2nd day of October, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

5. Electric Fuel Excise Tax and Charging Fee Recommendation establishing the fee (\$0.17/kWh fee) for use of public electric vehicle (EV) charging stations in public parking facilities, to recover the state excise tax, Charge-Point transaction fees and cloud plan, and electricity. Upon motion the documents were received and filed, and Resolution No. 323-23 Establishing rates and charges for electric vehicle charging was approved.

**RESOLUTION NO. 323-23
ESTABLISHING RATES AND CHARGES
FOR ELECTRIC VEHICLE CHARGING**

Whereas, Section 9-14-321.631 of the City of Dubuque Code of Ordinances authorizes the City Manager to arrange for the installation of appropriate devices to regulate vehicles in municipal parking ramps for the collection of fees; and

Whereas, Section 9-14-321.651 of the City of Dubuque Code of Ordinances authorizes the City Manager to establish fees and charges for the rental of city lots or portions of lots; and

Whereas, the State enacted legislation creating a new excise tax on electric fuel, which requires owners of electric charging stations to report and pay to the Iowa Department of Revenue \$0.026 per kilowatt hour of electric fuel dispensed starting July 1, 2023; and

Whereas, the City offers electric vehicle charging to the public in parking facilities; and

Whereas, the electric vehicle charging is

currently provided to the public at no cost and the City pays the excise tax, the cost of the electricity, and the cost of the platform to facilitate the charging session; and

Whereas, the City will be subject to the new excise tax on electric fuel; and

Whereas, the City has determined that there should be a fee for electric vehicle charging in an amount sufficient to reimburse the City for the excise tax, the cost of the electricity, the cost of the platform to facilitate the charging session, and the administrative costs for managing this portion of the parking system; and

Whereas, the City has determined that a fee of \$0.17 per kilowatt hour should be assessed and periodically reviewed by the City Manager and adjusted accordingly; and

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

Section 1. The fee of \$0.17 per kilowatt hour is hereby adopted and approved.

Section 2. The City Manager is authorized to periodically review the fee and update the fee(s) if review demonstrates the existing rate is not covering City costs.

Passed, approved, and adopted this 2nd day of October, 2023.

Brad Cavanagh, Mayor
Attest: Trish Gleason, Assistant City Clerk

6. Awarding Maus Park Lake Pump Station Culvert Repair Project in the amount of \$525,172.00 to Tschiggfrie Excavating. Upon motion the documents were received and filed, and Resolution No. 324-23 Awarding the Public Improvement Construction Contract for the Maus Park Lake Pump Station Culvert Repair Project was approved.

**RESOLUTION NO. 324-23
AWARDING THE PUBLIC IMPROVEMENT
CONSTRUCTION CONTRACT FOR THE
MAUS PARK LAKE PUMP STATION CULVERT REPAIR PROJECT**

Whereas, sealed proposals have been submitted by contractors for the Maus Park Lake Pump Station Culvert Repair Project (the Project) pursuant to Resolution No. 291-23 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 6th day of September 2023; and

Whereas, said sealed proposals were opened and read on the 26th day of September 2023 and it has been determined that Tschiggfrie Excavating, Co. of Dubuque Iowa, with a low bid in the amount of \$525,172.00 is the lowest responsive, responsible bidder for the Project.

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

Section 1. That a Public Improvement Contract for the Project is hereby awarded to Tschiggfrie Excavating, Co. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 2nd day of October 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

7. Third Amendment to Community Development Block Grant (CDBG) Subrecipient Agreement- St. John's Almost Home Shelter Rehab: Upon motion the documents were received and filed, and Resolution No. 325-23 Authorizing the third amendment to the CDBG-CV Subrecipient Agreement with Almost Home at St. John's was approved.

**RESOLUTION NO. 325-23
AUTHORIZING THE THIRD AMENDMENT
TO THE CDBG-CV SUBRECIPIENT AGREEMENT
WITH ALMOST HOME AT ST. JOHN'S**

Whereas, the City of Dubuque and Almost Home at St. John's entered into a CDBG-CV Subrecipient Agreement dated October 17, 2022 with respect to rehab the shelter to respond to the COVID-19 pandemic; and

Whereas, the City Council approved the Iowa Economic Development Authority CDBG-CV agreement with the City of Dubuque on December 21, 2020; and

Whereas, the parties desire to modify the Subrecipient Agreement as set out in the Second Amendment to the Subrecipient Agreement [provided] hereto; and

Whereas, Almost Home at St. John's will provide services to a majority low to moderate-income individuals and serve a group primarily presumed to be LMI such as homeless persons.

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

Section 1. That the Third Amendment to the Subrecipient Agreement with Almost Home at St. John's be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 2nd day of October 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

8. Temporary Agreement Between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque until the franchise agreement takes effect but no later than December 31, 2023. Upon motion the documents were received and filed, and Resolution No. 326-23 Approving an

agreement between the City of Dubuque and ITC Midwest, LLC to operate an Electric Transmission System in the City of Dubuque was approved.

**RESOLUTION NO. 326 - 23
APPROVING AN AGREEMENT BETWEEN
THE CITY OF DUBUQUE AND ITC MID-
WEST, LLC TO OPERATE AN ELECTRIC
TRANSMISSION SYSTEM IN THE CITY OF
DUBUQUE**

Whereas, the City of Dubuque, Iowa (City) and ITC Midwest, LLC (ITC Midwest) have tentatively entered into an Agreement for the operation of an electric transmission system in the City of Dubuque until such time as City and ITC Midwest finalize a franchise agreement to operate the system; and

Whereas, the City Council finds that it is in the best interests of the City of Dubuque to approve the Agreement.

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

Section 1. The [provided] Agreement is hereby approved.

Section 2. The City Manager is authorized and directed to sign the Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this 2nd day of October, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish Gleason, Assistant City Clerk

9. Recommendation of Nelson-Rudie & Associates, Inc. for selection of professional consultant services and requests authorization for the City to initiate contract negotiations for professional consultant services to complete the preliminary and final engineering design for the development of a project for the installation of a new replacement dehumidification system, a new arena HVAC and emergency generator system at the ImOn Ice Arena. Upon motion the documents were received, filed, and approved.

10. History of Economic Development's Small Business Assistance Program: Upon motion the documents were received and filed.

11. Signed Contracts: Compass Minerals America, Inc. for Ice Control Road Salt Project 5400-23-24; Q Casino for Parking License Agreement; Tschiggfrie Excavating for Burlington Street Water Main Improvement Project 2023. Upon motion the documents were received and filed.

ITEMS SET FOR PUBLIC HEARING

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

1. Upon motion the documents were received and filed and Resolution No. 327-23 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the Fifth Amendment to Development Agreement between the City of Dubuque, Iowa, and Port of Dubuque LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto, and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 16, 2023 in the Historic Federal Building.

**RESOLUTION NO. 327-23
FIXING THE DATE FOR A PUBLIC HEARING
OF THE CITY COUNCIL OF THE CITY OF
DUBUQUE, IOWA ON THE FIFTH AMEND-
MENT TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF DUBUQUE IOWA,
AND PORT OF DUBUQUE LLC, INCLUDING
THE PROPOSED ISSUANCE OF URBAN
RENEWAL TAX INCREMENT REVENUE OB-
LIGATIONS RELATING THERETO, AND
PROVIDING FOR THE PUBLICATION OF
NOTICE THEREOF**

Whereas, the City of Dubuque, Iowa (City) and Merge, LLC entered into a Development Agreement dated the 18th day of November, 2019, as amended, which provided among other things for the issuance of urban renewal tax increment revenue grant obligations (the Grants); and

Whereas, Merge, LLC assigned the Development Agreement to Port of Dubuque, LLC on the 13th day of February, 2020, with the consent of City; and

Whereas, the parties have previously amended the Development Agreement; and

Whereas, City and Port of Dubuque, LLC now desire to further amend the Development Agreement as set forth in the [provided] Fifth Amendment, subject to the approval of the City Council; and

Whereas, the City Council has tentatively determined that it would be in the best interests of City to approve the Fifth Amendment to Development Agreement; and

Whereas, before said Fifth Amendment may be approved, Chapter 403 of the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or

property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause this Resolution and a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to approve the Fifth Amendment, to be held on the 16th day of October, 2023 in the form [provided] hereto.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approval of the Fifth Amendment to Development Agreement, providing for the issuance of urban renewal tax increment revenue obligations in the estimated amount of \$6,750,529.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the disposal of the City's interest in the Property and the issuance of said obligations.

Section 4. That the notice of the proposed action shall be in substantially the form [provided] hereto.

Passed, approved, and adopted this 2nd day of October, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

2. Upon motion the documents were received and filed and Resolution No. 328-23 Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on a First Amendment to Grant Agreement by and between the City of Dubuque, Iowa, and Nia Neighborhoods Opportunity Zone Fund, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto, for the rehabilitation of 1398 White Street and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 16, 2023 in the Historic Federal Building.

**RESOLUTION NO. 328-23
FIXING THE DATE FOR A PUBLIC HEARING
OF THE CITY COUNCIL OF THE CITY OF
DUBUQUE, IOWA ON A FIRST AMEND-
MENT TO GRANT AGREEMENT BY AND
BETWEEN THE CITY OF DUBUQUE, IOWA
AND NIA NEIGHBORHOODS OPPOR-
TUNITY ZONE FUND, LLC, INCLUDING THE
PROPOSED ISSUANCE OF URBAN RE-
NEWAL TAX INCREMENT REVENUE**

OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

Whereas, City and Nia Neighborhoods Opportunity Zone Fund, LLC entered into a Grant Agreement, dated the 7th day of August 2023, providing for a Façade Grant, a Planning & Design Grant, a Financial Consultant Grant, and a Housing Creation Grant; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the First Amendment to Grant Agreement with Nia Neighborhoods Opportunity Zone Fund, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403, pursuant to the First Amendment to Grant Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 16th day of October, 2023, at 6:30 o'clock p.m. The official agenda will be posted on Friday, October 13, 2023 and will contain listening, viewing, and public input options. The City Council agenda may be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the First Amendment to Grant Agreement relating thereto with Nia Neighborhoods Opportunity Zone Fund, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Nia Neighborhoods Opportunity Zone Fund, LLC pursuant to the Grant Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately

\$30,226.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form [provided] hereto.

Passed, approved, and adopted this 2nd day of October, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

3. Upon motion the documents were received and filed and Resolution No. 329-23 Setting the date for the public hearing on Amendment No. 1 to the Fiscal Year 2024 Budget for the City of Dubuque was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 16, 2023 in the Historic Federal Building.

**RESOLUTION NO. 329-23
SETTING THE DATE FOR THE PUBLIC HEARING ON AMENDMENT NO. 1 TO THE FISCAL YEAR 2024 BUDGET FOR THE CITY OF DUBUQUE**

Whereas, Iowa Code Section 384.16 provides that the City Council shall set a time and place for a public hearing on amendments to the budget and publish notice before the hearing as provided in Iowa Code Section 362.3.

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

Section 1. That the City Council shall conduct a public hearing on proposed Amendment No. 1 to the Fiscal Year 2024 budget for the City of Dubuque at the City Council Chambers at the Historic Federal Building, 350 West 6th Street, Dubuque, Iowa, on Monday, October 16, 2023, beginning at 6:30 p.m.

Section 2. That the City Clerk be and is hereby authorized and directed to publish notice of the public hearing, according to law, together with the required budget information.

Passed, approved, and adopted this 2nd day of October 2023.

Brad M. Cavanagh, Mayor
Attest: Trish Gleason, Assistant City Clerk

PUBLIC HEARINGS

1. Motion by Sprank to receive and file the documents and adopt Resolution No. 330-23 Disposing of property by Vacating City Interest in a Portion of an Access and Trail Easement Over and Across Lot 1 of Dubuque Industrial Center South Fourth Addition, in the City of Dubuque, Iowa. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 330-23
DISPOSING OF PROPERTY BY VACATING
CITY INTEREST IN A PORTION OF AN AC-
CESS AND TRAIL EASEMENT OVER AND
ACROSS LOT 1 OF DUBUQUE INDUSTRIAL
CENTER SOUTH FOURTH ADDITION, IN
THE CITY OF DUBUQUE, IOWA**

Whereas, the City Council, by Resolution No. 331-23, dated the 18th day of September 2023, declared its intent to dispose of City interest in an access and trail easement on real property, legally described as:

Part of Lot 1 of Dubuque Industrial Center South Fourth Addition, in the City of Dubuque, Iowa, according to the recorded plat thereof (the Property); and

Whereas, per the Final Plat of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa, Instrument Number 2014-1397, a 40-foot-wide access, and trail easement was reserved thru Lot 2 of said Final Plat of Dubuque Industrial Center South First Addition; and

Whereas, per an agreement between the City of Dubuque and Seippel Warehouse LLC, the parties wished to set forth terms for the relocation of said access and trail easement across Lot 2 of said Final Plat of Dubuque Industrial Center South First Addition in order to accommodate the construction of a 250,000 square foot warehouse building; and

Whereas, Lot 2 of said Final Plat of Dubuque Industrial Center South First Addition has been consolidated with other properties and is now part of Lot 1 of the Plat of Survey of Lot 1 and Lot A of Dubuque Industrial Center South Fourth Addition, in the City of Dubuque Iowa, per Instrument Number 2023-00008290; and

Whereas, said Plat of Survey of Lot 1 and Lot A of Dubuque Industrial Center South Fourth Addition dedicates a new and relocated 40-foot-wide access and trail easement on the west said of said warehouse building and by Resolution 267-23 the City has accepted said dedication of access and trail easement from Seipel Warehouse LLC; and

Whereas, per said agreement the City is responsible for vacating a portion of the original 40-foot-wide access and trail easement area, reserved on said Final Plat Dubuque Industrial Center South First Addition, through Lot 1 of Dubuque Industrial Center South Fourth

Addition, in the City of Dubuque, Iowa, as shown on the [provided] Exhibit A; and

Whereas, pursuant to published notice, a public hearing was held on the proposed disposition on the 2nd day of October, 2023 at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

Whereas, it is the determination of the City Council that City interest in a portion of the original access and trail easement, as reserved on said Final Plat Dubuque Industrial Center South First Addition, through Lot 1 of Dubuque Industrial Center South Fourth Addition, in the City of Dubuque, Iowa, as shown on the [provided] Exhibit A, should be vacated, and doing so is in the public interest of the City of Dubuque.

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

Section 1. The City hereby vacates all interest in a portion of the original access and trail easement, as reserved on said Final Plat Dubuque Industrial Center South First Addition, through Lot 1 of Dubuque Industrial Center South Fourth Addition, in the City of Dubuque, Iowa, as shown on the [provided] Exhibit A.

Section 2. The City Clerk is hereby authorized to and directed to record this resolution with the Dubuque County Recorder.

Passed, approved, and adopted this 2nd day of October 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

ACTION ITEMS

Congressional representatives have notified Airport Director Todd Dalsing that the Dubuque Regional Airport and its partners will receive a \$1.5 million grant through the federal government's Small Community Air Service Development (SCASD) Program. Motion by Rousell to receive and file the documents. Seconded by Farber. Airport Director Dalsing and Dubuque Area Chamber of Commerce President and CEO Molly Grover provided details regarding the grant and answered questions from the City Council. Mayor Cavanagh laid out the five initiatives being used to help bring back flight services to Dubuque; 1. Direct contact with providers 2. Federal and State advocacy 3. Fly Dubuque Experience 4. Collaboration with other airports 5. Local collaborations and partnerships. Motion carried 7-0.

2. The City of Dubuque has been awarded a \$7.7 million grant from the U.S. Department of Commerce's Economic Development Administration (EDA) to improve flood prevention infrastructure and help protect homes and businesses from future flooding.

Motion by Resnick to receive and file the documents. Seconded by Farber. Motion carried 7-0.

3. Item pulled from the agenda due to lack of notification of item being placed on the agenda.

4. Motion by Resnick to receive and file the documents and adopt Resolution No. 331-23 Approving the First Amendment to Grant Agreement between the City of Dubuque Iowa, and Virtual Velocity, LLC., for the Rehabilitation of 1199 Central Avenue to provide the project a \$300,000 loan to be amortized over 5 years at zero percent interest. Seconded by Wethal. Lloyd Singletary, Owner of property at 1199 Central Ave. was present to answer questions from the City Council. Motion carried 7-0.

**RESOLUTION NO. 331-23
APPROVING THE FIRST AMENDMENT TO
GRANT AGREEMENT BETWEEN THE CITY
OF DUBUQUE, IOWA AND VIRTUAL VE-
LOCITY, LLC**

Whereas, the City of Dubuque (City) and Virtual Velocity, LLC (Grant Recipient) entered into a Grant Agreement dated the 3rd day of October 2022, providing for a Façade Grant, a Planning & Design Grant, a Financial Consultant Grant, and a Housing Creation Grant; and

Whereas, City and Grant Recipient desire to amend the Grant Agreement as set forth in the [provided] First Amendment to Grant Agreement.

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

Section 1. That the First Amendment to Grant Agreement between the City of Dubuque, Iowa and Virtual Velocity, LLC, a copy of which is [provided] hereto, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the First Amendment to Grant Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the First Amendment to Grant Agreement as herein approved.

Passed, approved, and adopted this 2nd day of October, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

5. Motion by Sprank to receive and file the documents and adopt Resolution No. 332-23 Awarding Public Improvement Construction Contract for the Chaplain Schmitt Island Trail Connection Project, Iowa DOT Project No. EDP-2100 (704)--7Y-31, to Midwest Concrete, Inc., of Peosta, IA, in the amount of

\$696,632.33, subject to Iowa DOT concurrence and approval of award. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 332-23
AWARDING PUBLIC IMPROVEMENT CON-
STRUCTION CONTRACT FOR THE CHAP-
LAIN SCHMITT ISLAND TRAIL CONNEC-
TION PROJECT, IOWA DOT PROJECT NO.
EDP-2100 (704)--7Y-31**

Whereas, said sealed proposals were opened and read by the Iowa Department of Transportation on the 19th day of September 2023 and it has been determined that Midwest Concrete, Inc. of Peosta, IA with a bid in the amount of \$696,632.33 is the lowest responsive, responsible bidder for the project.

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

Section 1. That a Public Improvement Construction Contract for the Chaplain Schmitt Island Trail Connection Project, Iowa DOT Project No. EDP-2100 (704)--7Y-31, is hereby awarded to Midwest Concrete, Inc. subject to Iowa Department of Transportation concurrence and approval of award, and the City Manager is hereby directed to execute a Public Improvement Construction Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 2nd day of October 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

6. McCoy Group, Inc. Easement Agreement, providing for the sale of a parking lot by the City to McCoy Group, Inc. along with the requirement that the parties agree to certain easements related to the parking lot and the building purchased by McCoy Group, Inc. Amended Motion by Farber to receive and file the documents and approve. Seconded by Wethal. Motion carried 7-0.

7. Request for Work Session: STREETS Program: Motion by Roussell to receive and file the documents and schedule the work session for Monday, November 20, 2023, at 5:30 p.m. Seconded by Sprank. No schedule conflicts were expressed. Motion carried 7-0.

8. Request for Work Session: Railroad Quiet Zone Study: Motion by Roussell to receive and file the documents and schedule the work session for Monday, December 4, 2023, at 5:30 p.m. Seconded by Wethal. No schedule conflicts were expressed. Motion carried 7-0.

9. Mayor Cavanagh Named President-Elect of Iowa League of Cities Board: Dubuque Mayor Brad Cavanagh was elected to the position at the League's Annual Conference and

Exhibit and will serve as the President-Elect of the Iowa League of Cities Executive Board for the coming year. Motion by Resnick to receive and file the documents and convey congratulations. Seconded by Wethal. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Roussell reported that she had traveled to Mexico City to participate in the Cities Forward Initiative. Additionally, she invited anyone able to sign up to help plant trees in Dubuque.

Council Member Resnick reported attending the Annual Boards and Commission Picnic. He thanked commissioners for their dedicated service and encouraged others to consider becoming a commissioner.

Council Member Wethal reminded everyone of the upcoming Kids Expo on Saturday and encouraged all to attend.

Council Member Sprank reported on attending a Steeple Square Community Event. Additionally, he attended a Housing Form event where the need for low-income housing was discussed.

Mayor Cavanagh reported attending a Latin X Fiesta where wonderful food and fun was had by all.

CLOSED SESSION

Motion by Roussell to convene in closed session at 7:53 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with the City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:50 p.m.

/s/Trish Gleason, Assistant City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 5:45 p.m. on October 16, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on a quarterly Sustainable Dubuque update.

1. Sustainable Dubuque Work Session: Director of Sustainability Gina Bell prepared an in-depth look at the Climate Action Plan as it relates to values City Council holds and actions the City Council can take. Council participated in an interactive presentation to indicate their priorities within the sustainability department.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:25 p.m.

/s/Trish Gleason, Assistant City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on October 16, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. Keeping the Lights on After School (October 20, 2023) was accepted by Beth McGorry, Director of Donor Relations, on behalf of St. Mark Youth Enrichment

2. Domestic Violence Awareness Month (October 2023) was accepted by Angela Heister and Jenny Sheehan, Domestic Violence Victim Advocates, on behalf of Waypoint.

3. Arts and Humanities Month Proclamation (October 2023) was accepted by Arts and Cultural Affairs Coordinator Bonnie Spurling and Nicholas Harder, Arts and Cultural Affairs Advisory Commission Chair.

4. Extra Mile Day (November 1, 2023) was accepted by AmeriCorps Director Heather Satterly of Leisure Services, on behalf of Extra Mile America.

CONSENT

Citizens requested Nos. 5, 8 and 22 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated except for item numbers 5, 8, and 22. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of 10/2/23; Zoning Advisory Commission Minutes of 10/4/23; Proof of Publication of City Council Proceedings of 9/5/23, 9/11/23, 9/12/23, 9/18/23. Upon motion the documents were received and filed. 2. Notice of Claims and Suits: Jill Boge for vehicle

damage; Mary Burke for vehicle damage; Linda Irish for vehicle damage; J P Gasway Co Inc for vehicle damage; Lori Meyer for property damage; Mercy One Medical Center for property damage; Erica Nelson for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: City Jill Boge for vehicle damage; Mary Burke for vehicle damage; Linda Irish for vehicle damage; Lori Meyer for property damage; Erica Nelson for vehicle damage; J P Gasway Co Inc for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Notice of Appeal of Claim: Jim Hauber for property damage; Clayton and Nicole Ketchum for property damage. Upon motion the documents were received and filed.

5. Appeal of Claim by Clayton and Nicole Ketchum: City Attorney recommending denial of an appeal of a claim against the City filed by Clayton and Nicole Ketchum for property damage. Motion by Resnick to receive and file and concur. Seconded by Jones. Nicole Ketchum spoke and requested City Council approve the appeal of claim. Motion carried 7-0.

6. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 333-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was approved.

RESOLUTION NO. 333-23

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

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

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

Whereas, the Chief Financial Officer-City Treasurer has provided a list of Expenditures

[provided] hereto, and by this reference made a part hereof, to be drawn to pay for goods and services provided for City purposes; and

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

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

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

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

Passed, approved, and adopted this 16th day of October, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

7. City News Newsletter - November/December 2023: Upon motion the documents were received and filed.

8. Dubuque Audubon Society Correspondence and Petition: Motion by Jones to receive and file the documents. Seconded by Roussell. Ken Kiss from the Dubuque Audubon Society spoke in favor of retaining grasslands and presented the Evaluation and management of grasslands at the Dubuque Technology Park for grassland bird diversity Final Report to Council Motion carried 7-0.

9. Black Heritage Survey Update Work Session originally scheduled for October 16, 2023, will be rescheduled on a date to be determined. Upon motion the documents were received and filed.

10. Participation in National League of Cities "City Inclusive Entrepreneurship" Program: Upon motion the documents were received and filed.

11. Request for Proposals - Consulting Services for an Aerial Photography Project for aerial orthophotography and LiDAR data collection in the amount of \$160,000. Upon motion the documents were received, filed, and approved.

12. Proposed Amendment to Master Co-location and Shared Services Agreement between the City of Dubuque and ImOn Communications LLC Data Center: Upon motion the documents were received, filed, and approved.

13. Request to add a full-time payroll systems analyst and administrator and a fully remote part-time finance project manager, as well as eliminate a vacant full-time budget financial analyst and a vacant limited term full-time accountant. Upon motion the documents were received, filed, and approved.

14. Request to eliminate the 0.25 full-time employee, Lease Management Intern Position and add a non-exempt (hourly), full-time Confidential Account Clerk position. Upon motion the documents were received, filed, and approved.

15. Flood Control System Repairs Agreement with the Corps of Engineers to complete flood control system repairs and authorize the Mayor to affix his signature to the agreement. Upon motion the documents were received, filed, and approved.

16. First Amendment to Community Development Block Grant (CDBG) Subrecipient Agreement with Mt. Pleasant Home and authorize the Mayor to execute the amendment on behalf of the City. Upon motion the documents were received and filed, and Resolution No. 334-23 Authorizing the First Amendment to the CDBG Subrecipient Agreement Between the City of Dubuque and Mount Pleasant Home was approved.

**RESOLUTION NO. 334-23
AUTHORIZING THE FIRST AMENDMENT TO
THE CDBG SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF DUBUQUE AND
MOUNT PLEASANT HOME**

Whereas, the City of Dubuque and Mount Pleasant Home entered into a CDBG Subrecipient Agreement dated September 18, 2023 with respect to rehab an existing men's bathroom to be ADA-compliant; and

Whereas, the parties desire to modify the Subrecipient Agreement as set out in the First Amendment to the Subrecipient Agreement [provided] hereto; and

Whereas, the Mount Pleasant Home provides services to a minimum of 51% low/moderate income residents, meeting the CDBG National Objective of Low/Mod-Income Housing benefit, and eligible activity of 14B: Rehab, Multi-Unit Residential.

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

Section 1. That the First Amendment to the

CDBG Subrecipient Agreement be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to designate the City Manager or the Housing and Community Development Department Director to execute said Amendment and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 16th day of October 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

17. Approving the Fourth Amendment to Development Agreement between the City of Dubuque, Iowa and 210 Jones, LLC: Upon motion the documents were received and filed, and Resolution No. 335-23 Approving the Fourth Amendment to Development Agreement Between the City of Dubuque, Iowa and 210 Jones, LLC was approved.

**RESOLUTION NO. 335-23
APPROVING THE FOURTH AMENDMENT
TO DEVELOPMENT AGREEMENT BE-
TWEEN THE CITY OF DUBUQUE, IOWA
AND 210 JONES, LLC**

Whereas, City and (Developer) entered into a Development Agreement dated June 19, 2017 (the Agreement), as amended; and

Whereas, the Agreement provides the issuance of Urban Renewal Tax Increment Revenue Obligations, as provided by Chapter 403 of the Code of Iowa; and

Whereas, City and Developer desire to further amend the Agreement as set forth in the [provided] Fourth Amendment to Development Agreement; and

Whereas, the City Council finds that it is in the best interests of the City of Dubuque to approve the Fourth Amendment.

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

Section 1. That the Fourth Amendment to Development Agreement between the City of Dubuque and 210 Jones, LLC, is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Fourth Amendment on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City manager is authorized to take such actions as are necessary to comply with the terms of the Fourth Amendment to Development Agreement as herein approved.

Passed, approved, and adopted this 16th day of October, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

18. Application Authorization for an Iowa Clean Air Attainment Program (ICAAP) grant for Smart Traffic Routing with Efficient Traffic Signals (STREETS) Phase II: Upon motion the documents were received and filed, and Resolution No. 336-23 Authorizing the filing of an Iowa Clean Air Attainment Program Application with the Iowa Department of Transportation (Iowa DOT) in partnership with Dubuque Metropolitan Area Transportation Study (DMATS) to assist with the funding of Smart Traffic Routing with Efficient and Effective Traffic Signals (STREETS) Improvements Phase II was approved.

**RESOLUTION NO. 336-23
AUTHORIZING THE FILING OF AN IOWA
CLEAN AIR ATTAINMENT PROGRAM AP-
PLICATION WITH THE IOWA DEPARTMENT
OF TRANSPORTATION (Iowa DOT) IN
PARTNERSHIP WITH DUBUQUE METRO-
POLITAN AREA TRANSPORTATION
STUDY (DMATS) TO ASSIST WITH THE
FUNDING OF SMART TRAFFIC ROUTING
WITH EFFICIENT AND EFFECTIVE TRAFFIC
SIGNALS (STREETS) IMPROVEMENTS
PHASE II**

Whereas, the STREETS project is designed to improve traffic conditions throughout the Dubuque metro area by distributing traffic more evenly on the region's major corridors. The STREETS project will modify the signal timings through a seamless interface between a signal timing model and signals used in the field; and

Whereas, the City has determined that STREETS project will reduce congestion, shorten travel times, improve air quality, and improve safety in the metro area. By rerouting traffic on the roads with extra capacities dynamically, it is expected that the proposed system will reduce traffic bottlenecks as recommended by the adopted East-West Corridor Study; and

Whereas, the City has implemented Phase I of the STREETS Improvements on several major corridors and Phase II will expand the implementation to the city's remaining signalized corridors; and

Whereas, the City in partnership with DMATS is requesting ICAAP funding in the amount of \$464,700 in Federal Fiscal Year (FFY) 2025 to assist with Phase II implementation; and

Whereas, the City will commit any necessary local matching funding for project implementation, and upon completion will be responsible for adequate maintaining and operating the project for public use during the project's useful life; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, THAT:

Section 1. The City hereby supports and authorizes the grant application submittal for funding through the Iowa DOT FFY 2025 ICAAP Program to assist with the funding STREETS Project Phase II implementation in the Dubuque metro area.

Passed, approved, and adopted this 16th day of October, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

19. Financial Assistance Award agreement with the U. S. Economic Development Administration (EDA) and authorizing the City Manager to act as the City's authorized representative to secure \$7,700,000 in grant funding for the Bee Branch Stormwater Pumping Station Project (Phase V of the Bee Branch Watershed Flood Mitigation Project). Upon motion the documents were received and filed, and Resolution No. 337-23 Approving a US Department of Commerce Economic Development Administration Disaster Relief Opportunity Grant for the Construction of a New Stormwater Pumping Station at the 16th Street Detention Basin was approved.

**RESOLUTION NO. 337-23
APPROVING A U.S. DEPARTMENT OF
COMMERCE ECONOMIC DEVELOPMENT
ADMINISTRATION DISASTER RELIEF OP-
PORTUNITY GRANT FOR THE CONSTRU-
TION OF A NEW STORMWATER PUMPING
STATION AT THE 16TH STREET DETENTION
BASIN**

Whereas the City Council of the City of Dubuque, Iowa wishes to secure funding through the Economic Development Administration (EDA), U. S. Department of Commerce Fiscal Year 2018 Disaster Supplemental grant for the construction of a new stormwater pumping station at the 16th Street Detention Basin, and

Whereas the City Council, adopted Resolution 260-23 authorizing the submission of a grant application for \$7,700,000, and

Whereas, in support of the application for \$7,700,000 in grant funding the City Council pledged the amount of \$19,012,000 in local matching funds with \$16,412,000 from GO Bonds and \$2,600,000 from a State Revolving Fund loan, if in fact, the Disaster Relief Opportunity grant is awarded by the Economic Development Administration, and

Whereas the City has been awarded \$7,700,000 in EDA grant funding EDA has provided a Financial Assistance Award agreement (Agreement) outlining the terms of the City's use of the grant funding, and

Whereas it is in the City's best interest to enter into the Agreement in order for the City to receive the \$7,700,000 in EDA grant funding for the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The Mayor is hereby authorized to sign the Agreement with EDA securing \$7,700,000 in Economic Development Administration grant funding for the Bee Branch Stormwater Pumping Station Project.

Section 2. Authorizes the City Manager to act as an authorized representative on the City's EDA Fiscal Year 2018 Disaster Supplemental grant and may execute any documents as the Economic Development Administration may reasonably request.

Passed, approved, and adopted this 16th day of October, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

20. Acceptance of Grant of Easement for Access and Sidewalk over and across Part of Lot 1 of Lot 9, Block 15, in Scenic View Heights No. 2, in the City of Dubuque, Iowa, from property owner Chad Ellis (for C Ellis Properties, LLC or CEP) for the extension of the existing sidewalk on the east side of Miracle League Drive to the Veterans Memorial Park property and the granting of the appropriate easements along Miracle League Drive. Upon motion the documents were received and filed, and Resolution No. 338-23 Accepting a Grant of Easement for access and sidewalk over and across part of Lot 1 of Lot 9, Block 15, in Scenic View Heights No. 2, in the City of Dubuque, Iowa was approved.

**RESOLUTION NO. 338-23
ACCEPTING A GRANT OF EASEMENT FOR
ACCESS AND SIDEWALK OVER AND
ACROSS PART OF LOT 1 OF LOT 9, BLOCK
15, IN SCENIC VIEW HEIGHTS NO. 2, IN THE
CITY OF DUBUQUE, IOWA**

Whereas, C ELLIS PROPERTIES, LLC has executed a Grant of Easement for Access and Sidewalk, over and across Part of Lot 1 of Lot 9, Block 15, in Scenic View Heights No. 2, in the City of Dubuque, Iowa.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts, and consents to the Grant of Easement for Access and Sidewalk, over and across Part of Lot 1 of Lot 9, Block 15, in Scenic View Heights No. 2, in the City of Dubuque, Iowa, from C ELLIS PROPERTIES, LLC, a copy of which is [provided] hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Section 3. That the City Clerk be and is hereby authorized and directed to record a certified copy of this resolution in the offices of the City Assessor, Dubuque County Recorder and Dubuque County Auditor.

Passed, approved, and adopted this 16th day of October 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

21. Althaus St. Retaining Wall Repair Project awarded to Tschiggfrie Excavating Co. in the low bid amount of \$144,004.50. Upon motion the documents were received and filed, and Resolution No. 339-23 Awarding Public Improvement Construction Contract for the Althaus St. Retaining Wall Repair Project was approved.

**RESOLUTION NO. 339-23
AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE ALTHAUSER STREET RETAINING WALL REPAIR PROJECT**

Whereas, sealed proposals have been submitted by contractors for the Althaus St. Retaining Wall Repair Project, (the Project) and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 14th day of September 2023.

Whereas, said sealed proposals were opened and read on the 28th day of September 2023 and it has been determined that Tschiggfrie Excavating, Co. of Dubuque, IA submitted the low bid in the amount of \$144,004.50, and is the lowest responsive, responsible bidder for the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That a Public Improvement Construction Contract for the Project is hereby awarded to Tschiggfrie Excavating, Co. and the City Manager is hereby directed to execute a Public Improvement Construction Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 16th day of October 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

22. Platting of City Property at 1860 Hawthorne Street, formerly the Bowling and Beyond Site in the Kerper Boulevard Industrial Park (Union at the Marina, LP Development Agreement): Mayor Cavanagh stated that the residents wanting to speak on this item really want to speak at the first Public Hearing on this agenda. Motion by Jones to receive and file and adopt Resolution No. 340-23 Approving Plat of Survey of Lot 1-2 And 2-2 of Block 2 in

River Front Subdivision No. 3, in the City of Dubuque, Iowa. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 340-23
APPROVING PLAT OF SURVEY OF LOT 1-2 AND 2-2 OF BLOCK 2 IN RIVER FRONT SUBDIVISION NO. 3, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a plat dated the 25th day of September 2023, prepared by The City of Dubuque Engineering Department, re-platting Lot 2 of Block 2 of in River Front Subdivision No. 3., in the City of Dubuque, Iowa, to be hereinafter known as Lot 1-2 and Lot 2-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa; and

Whereas, said plat conforms to the laws and statutes pertaining thereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the plat dated the 25th day of September 2023, prepared by The City of Dubuque Engineering Department relative to the real estate hereinabove described be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plat for and on behalf of the City of Dubuque, Iowa.

Section 2. The City hereby reserves the water main, storm sewer, public utility, storm drainage, and flood levee easements as shown on and described in said plat.

Section 3. That the City Clerk be and is hereby authorized and directed to file said plat and certified copy of this resolution in the office of the Recorder in and for Dubuque County, Iowa.

Passed, approved, and adopted this 2nd day of October 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

23. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 341-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was approved.

**RESOLUTION NO. 341-23
APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

Whereas, applications for retail alcohol

licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications

VERSUS 2.0, 2364 Washington St.

Renewals

Aldi, Inc 30, 2160 Holliday Dr.

Baraboo's On Main, 345 Main St.

Barrel House Dubuque, 299 Main St.

Blend Business Dining, 700 Locust. St.

Carlos O'Kelly's Mexican Cafe, 1355 Associates Dr

Dimensional Brewing Company, 67 Main St.
Dubuque Ice Arena, 1800 Admiral Sheehy Dr.

Dusty's Doghouse Lounge, 1646 Asbury Rd.
Europa Haus Restaurant & Bierstube, 1301 Rhomberg Ave.

Family Dollar Store 32889, 2600 Dodge St.
Suite D1

Fast Freddy's, 3130 Jackson St.

Happy Joe's Old Fashioned Ice Cream & Pizza, 855 Century Dr.

Huhot Mongolian Grill, 555 John F. Kennedy Rd. #685

Jumpers Sports Bar & Grill, 2600 Dodge St.
Suite C

Knickers Saloon, 2186 Central Ave.

Kwik Stop 16th St. 300, 1215 East 16th St.

Kwik Stop 858, 3340 John F. Kennedy RD.

Lina's Lounge, 580, 2055 Holliday Dr.

Loras College - Athletic And Wellness Center, 1600 Loras College Parkway

Rainbow Lounge, 36 West 4th St.

Wicked Dame, 214 West. 1st St.

Yen Ching Restaurant, 926 Main St.

Special Event(s) per Special Event Application Submittal

Dubuque Jaycees 10-15-23 to 10-19-23, 7th & Jackson to 9th & Jackson includes East 8th to Elm

Passed, approved, and adopted this 16th day of October 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

ITEMS SET FOR PUBLIC HEARING

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 7-0.

1. Second Amendment to Grant Agreement with Virtual Velocity, LLC for the Rehabilitation of 1199 Central Avenue: Upon motion the documents were received and filed and Resolution No. 342-23 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Second Amendment to Grant Agreement by and between the City of Dubuque, Iowa and Virtual Velocity, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto, and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 6, 2023 in the Historic Federal Building.

RESOLUTION NO. 342-23

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A SECOND AMENDMENT TO GRANT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND VIRTUAL VELOCITY, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

Whereas, City and Virtual Velocity, LLC entered into a Grant Agreement, dated the 3rd day of October 2022, providing for a Façade Grant, a Planning & Design Grant, a Financial Consultant Grant, and a Housing Creation Grant; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Second Amendment to Grant Agreement with Virtual Velocity, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403, pursuant to the Second Amendment to Grant Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

DUBUQUE, IOWA:

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 6th day of November, 2023, at 6:30 o'clock p.m. The official agenda will be posted on Friday, November 3, 2023 and will contain listening, viewing, and public input options. The City Council agenda may be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Second Amendment to Grant Agreement relating thereto with Virtual Velocity, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Virtual Velocity, LLC pursuant to the Grant Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$251,082.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form [provided] hereto.

Passed, approved, and adopted this 16th day of October, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

2. Purchase Agreement Approval for Partial Sale of Hendricks Site Property to Dubuque County and City Purchase of Dubuque County Owned Parking Lot: Upon motion the documents were received and filed and Resolution No. 343-23 Of Intent to Dispose of an Interest in Real Property by Deed to Dubuque County, Iowa and Approving the Acquisition Real Property Owned by Dubuque County, Iowa by the City of Dubuque was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 6, 2023 in the Historic Federal Building.

RESOLUTION NO. 343-23

RESOLUTION OF INTENT TO DISPOSE OF AN INTEREST IN REAL PROPERTY BY DEED TO DUBUQUE COUNTY, IOWA AND APPROVING THE ACQUISITION REAL PROPERTY OWNED BY DUBUQUE COUNTY, IOWA BY THE CITY OF DUBUQUE

Whereas, the City of Dubuque, Iowa (City) is the owner of the following described real property:

City Lots 279, 280, 281, 282, according to the United States Commissioners Map of the Town of Dubuque, Iowa (the City Property); and

Whereas, Dubuque County is the owner of the following real described property:

City Lot 324 and the South 25' of City Lot 325 (the County Property); and

Whereas, City and Dubuque County have entered into an agreement (the Purchase Agreement), subject to the approval of the City Council of the City of Dubuque and the Board of Supervisors of Dubuque County, a copy of which is [provided] hereto, pursuant to which City will convey the City Property to Dubuque County and Dubuque County will convey the County Property to City; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Purchase Agreement, including the sale of the City Property to Dubuque County and purchase of the County Property by City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City of Dubuque intends to dispose of its interest in the foregoing-described City Property by Special Warranty Deed to Dubuque County, Iowa.

Section 2. The City Clerk is hereby authorized and directed to cause this Resolution and a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to dispose of the foregoing-described City Property, to be held on the 6th day of November 2023, at 6:30 o'clock p.m. at the Historic Federal Building, 350 West 6th Street, Dubuque, Iowa.

Section 3. That the City Council hereby approves the acquisition of the County Property.

Section 4. That the City of Dubuque be and is hereby authorized to accept a Special Warranty Deed from Dubuque County For the County Property.

Section 5. That the City Clerk be and is hereby authorized and directed to cause said Special Warranty Deed to be recorded in the office of the Dubuque County Recorder, together with a certified copy of this Resolution.

Section 6. That the City Clerk be and is hereby directed to forward a copy of this

Resolution to the Dubuque County Assessor and the Dubuque County Auditor.

Passed, approved, and adopted this 16th day of October 2023.

Brad Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

3. Resolution of Necessity for the Proposed Urban Renewal Plan for the Emri Urban Renewal District: Upon motion the documents were received and filed and Resolution No. 344-23 Authorizing and Directing the City Manager to Prepare an Urban Renewal Plan for the Emri Urban Renewal District and Setting the Date for a Public Hearing and Consultation on the Proposed Urban Renewal Plan for Said District was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 20, 2023 in the Historic Federal Building.

**RESOLUTION NO. 344-23
AUTHORIZING AND DIRECTING THE CITY
MANAGER TO PREPARE AN URBAN RE-
NEWAL PLAN FOR THE EMRI URBAN RE-
NEWAL DISTRICT AND SETTING THE DATE
FOR A PUBLIC HEARING AND CONSULTA-
TION ON THE PROPOSED URBAN RE-
NEWAL PLAN FOR SAID DISTRICT**

Whereas, the City Council has determined that the active development of vacant property for low-income and mixed-income housing is a beneficial use that will enhance the City's ongoing economic development efforts; and

Whereas, the City Council has determined that the area described in Section 1 below meets the definitions of an economic development area as defined in Chapter 403 "Urban Renewal" of the Iowa Code; and

Whereas, a significant need for affordable and mixed-income housing units exists in the community and local resources are needed to advance the development; and

Whereas, Iowa Code Chapter 403 requires that before urban renewal authority may be exercised, the City Council must adopt a resolution of necessity finding that the area in question is a slum, blighted or economic development area, and that so designating such area is necessary in the interest of the public health, safety, or welfare of the residents of the municipality.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the following described area is an economic development area as defined by Chapter 403 of the Iowa Code and is appropriate for an urban renewal project, to wit:

Lot 2 of Pizza Ranch Place, and all that part of the Right of Way of Radford Road adjacent to said Lot 2

All in the City of Dubuque, Iowa,

hereinafter called the Emri Economic Development District.

Section 2. That the development of the Emri Economic Development District is necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning and local community objectives.

Section 3. That the development of the Emri Economic Development District will provide new opportunities for quality housing in the community.

Section 4. That the City Manager is authorized and directed to prepare an Urban Renewal Plan for the Emri Economic Development District, to forward said Plan to the City's Long Range Planning Commission for review and comment and to begin the consultation process required by law with affected taxing entities.

Section 5. That the City Clerk is directed to publish notice of a public hearing on the adoption of an Urban Renewal Plan for the Emri Economic Development District to be held on the 20th day of November, 2023, at 6:30 p.m. in the form [provided] hereto.

Section 6. That the City Clerk is further directed to send by ordinary mail a copy of the proposed Urban Renewal Plan, the notice of public hearing, a notice of consultation to the Dubuque Community School District Board of Education and Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved, and adopted this 16th day of October, 2020.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

BOARDS/COMMISSIONS

Applications were reviewed for the following Boards and Commissions. Applicants were invited to address the City Council regarding their desire to serve on the following Boards/Commissions.

1. Investment Oversight Advisory Commission: One, 3-Year Term through July 1, 2026 (Vacant Term of Lassance) Applicant: Daniel Garza, 2110 Rhomberg Ave.

PUBLIC HEARINGS

1. Proof of publication on notice of public hearing to consider approval of a request from Derek Hays, The Annex Group to rezone property located at 1860 Hawthorne Street from CR Commercial Recreational to Planned Unit Development with PR - Planned Residential designation and Zoning Advisory Commission recommending approval. Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two

Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Motion carried 7-0.

Planning Services Director Wally Wernimont provided a staff presentation. Citizens: Robin Kennicker, Sandy Plumley, Monte Thorp, and Margaret Owens, all spoke in opposition to the proposed rezoning request. Rick Dickinson, President and CEO of Greater Dubuque Development Corp. and Darik Hase, Developer, each spoke in favor of the rezoning request.

Motion by Jones for final consideration and passage of Ordinance No. 45-23 Amending Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances by Reclassifying the Hereinafter Described Property Located Along Hawthorne Street and Kerper Boulevard within the City of Dubuque from CR Commercial Recreation to Planned Unit Development with PR-Planned Residential Designation. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 45 - 23
AMENDING TITLE 16 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES BY RECLASSIFYING THE HEREINAFTER DESCRIBED PROPERTY LOCATED ALONG HAWTHORNE STREET AND KERPER BOULEVARD WITHIN THE CITY OF DUBUQUE FROM CR COMMERCIAL RECREATION TO PLANNED UNIT DEVELOPMENT WITH PR-PLANNED RESIDENTIAL DESIGNATION**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances is hereby amended by reclassifying the hereinafter-described property from CR Commercial Recreation to Planned Unit Development District with a PR Planned Residential District designation, and adopting a conceptual development plan, a copy of which is [provided] to and made a part hereof, is hereby adopted and approved for the following described property, to wit:

The portion of Lot 2 Block 2 of River Front Subdivision No. 3 and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa as shown in Exhibit A.

A. Use Regulations - The following regulations shall apply to all uses made of land in the above-described PR Planned Residential District:

1. Principal permitted use shall be limited to two (2) four-story multi-family residential buildings containing a total of 201 residential units.
2. Accessory uses shall include any use

customarily incidental and subordinate to the principal use it serves.

B. Lot and Bulk Regulations- Development of land in the PR Planned Residential District shall be regulated as follows:

1. Buildings setbacks shall be located in substantial conformance with the approved conceptual development plan.
2. Maximum building height of 50 ft. shall be allowed in this Planned Residential District.

C. Performance Standards - The development and maintenance of uses in this PR Planned Residential District shall be regulated as follows:

1. Parking Regulations

- a. All vehicle-related features shall be surfaced with either asphalt or concrete.
- b. Curbing and proper surface drainage of storm water shall be provided.
- c. All parking and loading spaces shall be delineated on the surfacing material by painted stripes or other permanent means.
- d. That total number of parking spaces shall be provided in substantial compliance with the approved Conceptual Development Plan. The spaces may be a combination of off-street spaces and on-street spaces (Hawthorne Street) in accordance with the approved Conceptual Development Plan.
- e. The size and design of parking spaces shall be governed by applicable provisions of the Unified Development Code Section 13-3 Site Development Regulations.
- f. The number, size, design, and location of parking spaces designated for persons with disabilities shall be according to the local, state, or federal requirements in effect at the time of development.
- g. Bicycle parking shall be provided in accordance with the Unified Development Code Section 14-9 Bicycle Parking Required.

2. Site Lighting

- a. Exterior illumination of site features shall be limited to the illumination of the following:
 - i. Parking areas, driveways, and loading facilities.
 - ii. Pedestrian walkway surfaces and entrances to building.
 - iii. Building exterior.
- b. Location and Design
 - i. No light source shall provide illumination onto adjacent lots, buildings, or streets in excess of

- 1.0-foot candle.
- ii. All exterior lighting luminaries shall be designed and installed to shield light from the luminaries at angles above 72-degrees from vertical.
- iii. Fixtures mounted on a building shall not be positioned higher than the roofline of the building.
- iv. All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.
- 3. Landscaping - Landscaping shall be provided in substantial compliance with the Conceptual Landscape Plan which is [provided] hereto.
- 4. Storm Water Management - The developer shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainageways outside the lot in a means that is satisfactory to the Engineering Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply.
- 5. Exterior Trash Collection Areas
 - a. The storage of trash and debris shall be limited to that produced by the principal permitted use and accessory uses on the lot.
 - b. All exterior trash collection areas and the material contained therein shall be visually screened from view. The screening shall be completely opaque fence, wall, or other feature not exceeding a height of 10 ft. measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal. Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen. If a 10-foot height screen fails to shield the exterior trash collection area from view from the adjacent public right-of-way and neighboring properties, evergreen plantings may be required in addition to the screening. Evergreen plant material shall be selected and designed so that they screen the area from all off-site visibility within five (5) years.
- 6. Open Space - Open space in the PR Planned Residential District shall be provided in substantial compliance with the approved Conceptual Development Plan and Conceptual Landscape Plan.
- 7. Platting - Subdivision plats and improvement plans shall be submitted in accordance with Article 11 Land Subdivision, of the City of Dubuque Unified Development Code.
- 8. Site Plans - Final site development plans shall be submitted in accordance with Article 12 Site Plans and Article 13 Site Design Standards prior to construction of each building and vehicle-related feature unless otherwise exempted by Article 12.
- D. Sign Regulations
 - 1. Signs in the Planned Residential District shall be regulated in accordance with the R-4 Multi-Family Residential Zoning District sign regulations, Section 16-15-11.1 of the Unified Development Code.
 - 2. Variance requests from sign requirements for size, number, and height shall be reviewed by the Zoning Board of Adjustment in accordance with Section 16-8-6 of the Unified Development Code.
- E. Other Codes and Regulations
 - 1. Service Lines. All electric, telephone, cable, or other similar utility lines serving the building and other site features shall be located underground.
 - 2. The use of semi-trailers and shipping containers for storage is prohibited.
 - 3. These regulations do not relieve the owner from other applicable city, county, state, or federal codes, regulations, laws, and other controls relative to the planning, construction, operation, and management of property within the City of Dubuque.
- F. Transfer of Ownership - Transfer of ownership or lease of property in this PR Planned Residential District shall include the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.
- G. Modifications - Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Article 9-5 of the Unified Development Code.
- H. Occupancy Permits - No occupancy permit shall be issued by the City of Dubuque for property included in the subject planned unit development district until full compliance with this ordinance has been achieved.
- I. Recording - A copy of this ordinance shall be recorded at the expense of the property

owner(s) with the Dubuque County Recorder a permanent record of the conditions accepted as part of this reclassification approval within thirty (30) days after the adoption of this ordinance. This ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 2. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved, and adopted this 16th day of October 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

2. Proof of Publication on notice of public hearing to consider approving a Development Agreement by and between the City of Dubuque, Iowa and Union at the Marina, LP providing for the sale of city-owned real estate to Union at the Marina, LP, and the issuance of Urban Renewal Tax Increment Revenue Grant Obligations pursuant to the Development Agreement and City Manager recommending approval. Motion by Resnick to receive and file the documents and adopt Resolution No. 345-23 Approving the Disposal of an Interest in Real Property Owned by the City of Dubuque by Sale Pursuant to a Development Agreement with Union at the Marina, LP. Seconded by Farber. Motion carried 7-0.

**RESOLUTION NO. 345-23
APPROVING THE DISPOSAL OF AN INTEREST IN REAL PROPERTY OWNED BY THE CITY OF DUBUQUE BY SALE PURSUANT TO A DEVELOPMENT AGREEMENT WITH UNION AT THE MARINA, LP**

Whereas, the City Council of Dubuque, Iowa, did on June 5, 2023 adopt an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District ("the Plan") for the Urban Renewal Area described therein; and

Whereas, the City of Dubuque, Iowa, is interested in stimulating reinvestment in the Greater Downtown Urban Renewal District; and

Whereas, the Plan provides, among other things, for the disposition of properties for private development purposes; and

Whereas, Union at the Marina, LP submitted to the City a proposal in the form of an offer to purchase (the "Development Agreement") for the purchase of certain City-owned real property hereinafter described ("the Property"), which Development Agreement proposes Union at the Marina, LP will undertake the purchase of property located at the corner of Kerper Boulevard and Hawthorne Street as

described therein, which Property is the real estate consisting of approximately 5.25 acres shown on Exhibit A, and which Development Agreement requests that this Property be made available for sale as rapidly as possible; and

Whereas, Iowa Code Chapter 403 authorizes cities to dispose of property in furtherance of an urban renewal project and to take other actions as may be necessary to carry out the purposes of said Chapter, and the Plan similarly authorizes the City to dispose of property; and

Whereas, in compliance with Iowa Code Section 403.8, and to the extent required by law, Iowa Code Section 364.7, the City Council has set forth its proposal to dispose of its interests in the Property and the City Clerk published a notice on May 19, 2023 as required by law soliciting competitive proposals for the Property; and

Whereas, as of 10:00 a.m. on October 16, 2023 the City Clerk received no competitive proposals for the Property; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to approve the Development Agreement proposed by Union at the Marina, LP and the sale of the Property as provided in the Development Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The Council finds that the transfer of the Property will promote the purposes of the urban renewal law, Iowa Code Ch. 403 in the City and, together with the other consideration provided for in the Agreement, that these benefits constitute fair value for the City's disposal of interests in the Property under Iowa Code Section 403.8.

Section 2. The Development Agreement between the City and Union at the Marina, LP including the sale of the Property as provided therein, is hereby approved.

Section 3. The Mayor is authorized and directed to execute said Development Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this 16th day of October, 2023.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

3. Proof of Publication on notice of public hearing to consider Fifth Amendment to Development Agreement by and between the City of Dubuque, Iowa and Port of Dubuque LLC and City Manager recommending approval. Motion by Roussell to receive and file the documents and adopt Resolution No. 346-23 Approving the Fifth Amendment to Development Agreement Between the City of Dubuque, Iowa, and Port of Dubuque LLC, Including the Proposed

Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and Providing for the Publication of Notice Thereof. Economic Development Director Jill Connors responded to questions from the Council. Seconded by Sprank. Motion carried 7-0.

**RESOLUTION NO. 346-23
APPROVING THE FIFTH AMENDMENT TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF DUBUQUE, IOWA, AND PORT
OF DUBUQUE LLC, INCLUDING THE PRO-
POSED ISSUANCE OF URBAN RENEWAL
TAX INCREMENT REVENUE OBLIGATIONS
RELATING THERETO, AND PROVIDING
FOR THE PUBLICATION OF NOTICE
THEREOF**

Whereas, the City of Dubuque, Iowa (City) and Merge, LLC entered into a Development Agreement dated the 18th day of November, 2019, as amended, which provided among other things for the issuance of urban renewal tax increment revenue grant obligations (the Grants); and

Whereas, Merge, LLC assigned the Development Agreement to Port of Dubuque, LLC on the 13th day of February, 2020, with the consent of City; and

Whereas, City and Port of Dubuque, LLC. now desire to further amend the Development Agreement as set forth in the [provided] Fifth Amendment, subject to the approval of the City Council; and

Whereas, the City Council has tentatively determined that it would be in the best interests of City to approve the Fifth Amendment to Development Agreement; and

Whereas, before said Fifth Amendment may be approved, Chapter 403 of the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Fifth Amendment to Development Agreement by and Between the City of Dubuque, Iowa and Port of Dubuque LLC, a copy of which is [provided] hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Fifth Amendment to Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to

comply with the terms of the Fifth Amendment to Development Agreement as herein approved.

Passed, approved, and adopted this 16th day of October, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

4. Proof of Publication on notice of public hearing to consider the First Amendment to Grant Agreement with Nia Neighborhoods Opportunity Zone Fund, LLC and City Manager recommending approval. Motion by Roussell to receive and file the documents and adopt Resolution No. 347-23 Approving a First Amendment to Grant Agreement by and Between the City of Dubuque, Iowa, and Nia Neighborhoods Opportunity Zone Fund, LLC Including the Issuance of Urban Tax Increment Revenue Obligations. Seconded by Farber. Motion carried 7-0.

**RESOLUTION NO. 347-23
APPROVING A FIRST AMENDMENT TO
GRANT AGREEMENT BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA, AND NIA
NEIGHBORHOODS OPPORTUNITY ZONE
FUND, LLC INCLUDING THE ISSUANCE OF
URBAN TAX INCREMENT REVENUE OBLI-
GATIONS**

whereas, the City of Dubuque and Nia Neighborhoods Opportunity Zone Fund, LLC, entered into a Grant Agreement dated August 7, 2023; and

whereas, the City Council, by Resolution No. 328-23, dated October 2, 2023, declared its intent to approve a First Amendment to Grant Agreement by and between the City of Dubuque, Iowa, and Nia Neighborhoods Opportunity Zone Fund, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed First Amendment to Grant Agreement on October 16, 2023 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the First Amendment to Grant Agreement for redevelopment of the Property by Nia Neighborhoods Opportunity Zone Fund, LLC, according to the terms and conditions set out in the Grant Agreement, is in the public interest of the City of Dubuque.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the First Amendment to Grant Agreement by and between the City of Dubuque, Iowa, and Nia Neighborhoods Opportunity Zone Fund, LLC, a copy of which is [provided] hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the First Amendment to Grant Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the First Amendment to Agreement as herein approved.

Passed, approved, and adopted this 16th day of October, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitsfelder, City Clerk

Continued on Next Page

5. Proof of Publication on notice of public hearing to consider Fiscal Year 2024 First Budget Amendment and City Manager recommending approval. Motion by Jones to receive and file the documents and adopt Resolution No. 348-23 Amending the Current Budget for Fiscal Year Ending June 2024 (As Last Certified or Amended on 3-23-23). Seconded by Sprank. Motion carried 7-0.

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET City of DUBUQUE Fiscal Year July 1, 2023 - June 30, 2024					
The City of DUBUQUE will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2024					
Meeting Date/Time: 10/16/2023 06:30 PM		Contact: Laura Bendorf	Phone: (563) 589-4398		
Meeting Location: City Council Chambers at Historic Federal Building, 350 W 6 th Street, Dubuque, Iowa					
There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-gov-appeals .					
REVENUES & OTHER FINANCING SOURCES			Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property		1	25,929,410	0	25,929,410
Less: Uncollected Delinquent Taxes - Levy Year		2	0	0	0
Net Current Property Tax		3	25,929,410	0	25,929,410
Delinquent Property Tax Revenue		4	0	0	0
TIF Revenues		5	12,193,208	0	12,193,208
Other City Taxes		6	23,073,236	0	23,073,236
Licenses & Permits		7	2,355,200	0	2,355,200
Use of Money & Property		8	18,109,883	0	18,109,883
Intergovernmental		9	40,073,624	33,897,169	73,970,793
Charges for Service		10	53,878,113	0	53,878,113
special Assessments		11	115,000	0	115,000
Miscellaneous		12	10,386,697	2,803,734	13,190,431
Other Financing Sources		13	26,001,671	17,789,211	43,790,882
Transfers In		14	40,819,033	37,263,512	78,082,545
Total Revenues & Other Sources		15	252,935,075	91,753,626	344,688,701
EXPENDITURES & OTHER FINANCING USES					
Public Safety		16	36,714,028	2,197,654	38,911,682
Public Works		17	15,362,227	2,842,193	18,204,420
Health and Social Services		18	870,448	42,800	913,248
Culture and Recreation		19	16,757,148	3,336,236	20,093,384
Community and Economic Development		20	16,403,349	2,557,306	18,960,655
General Government		21	13,945,336	2,610,118	16,555,454
Debt Service		22	13,007,373	0	13,007,373
Capital Projects		23	48,561,659	105,188,281	153,749,940
Total Government Activities Expenditures		24	161,621,568	118,774,588	280,396,156
Business Type/Enterprise		25	75,616,851	38,142,467	113,759,318
Total Gov Activities & Business Expenditures		26	237,238,419	156,917,055	394,155,474
Transfers Out		27	40,819,033	37,263,512	78,082,545
Total Expenditures/Transfers Out		28	278,057,452	194,180,567	472,238,019
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out		29	-25,122,377	-102,426,941	-127,549,318
Beginning Fund Balance July 1, 2023		30	70,063,956	182,122,223	252,186,179
Ending Fund Balance June 30, 2024		31	44,941,579	79,695,282	124,636,861
Explanation of Changes: This amendment adds capital budget carryovers of \$121,310,018 & associated revenue of \$50,407,497 & encumbrance carryovers of \$31,298,728 (continuing appropriation authority). Adds operating budget carryovers of \$8,225,947 & associated revenue of \$2,579,901, requiring a formal amendment. Also included is \$2,924,062 decrease in capital expense. Capital revenue increase of \$615,208. Operating expense decrease of \$315,576 and operating revenue increase of \$887,508. Interfund transfers of \$37,263,512.					

PUBLIC INPUT

Jenny Peterson Brant spoke regarding action item no. 4. Americans for the Arts' Arts & Economic Prosperity VI Study Results Notification.

ACTION ITEMS

1. Public Health Director Mary Rose Corrigan presented information on current COVID-19 strains along with updates on other communicable diseases and public health issues of interest for Fall, 2023. Motion by Resnick to receive and file the documents and listen to presentation. Seconded by Jones. Motion carried 7-0.

2. U.S. Hwy 20 and Devon Dr. Frontage Road Project Awarded to Midwest Concrete, Inc. for \$17,879.44. Motion by Roussell to receive and file the documents and adopt Resolution No. 349-23 Awarding Public Improvement Construction Contract for the U.S. Hwy 20 and Devon Drive Frontage Road Project. Seconded by Sprank. Motion carried 7-0.

**RESOLUTION NO. 349-23
AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE U.S. HWY 20 AND DEVON DRIVE FRONTAGE ROAD PROJECT**

Whereas, sealed informal proposals have been submitted by contractors for the U.S. Hwy 20 and Devon Drive Frontage Road Project, (the Project) and Notice to Bidders published on the City of Dubuque, Iowa website on the 2nd day of October 2023; and

Whereas, said sealed proposals were opened and read on the 6th day of October 2023 and it has been determined that Midwest Concrete, Inc. of Peosta, IA submitted the low bid in the amount of \$17,879.44, and is the lowest responsive, responsible bidder for the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That a Public Improvement Construction Contract for the Project is hereby awarded to Midwest Concrete, Inc. and the City Manager is hereby directed to execute a Public Improvement Construction Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 16th day of October, 2023.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

3. Sustainable Dubuque Community Grant Program Recommendation Round 28 at a total funding amount of \$9,950.00. Motion by Sprank to receive and file the documents and

adopt Resolution No. 350-23 Awarding Sustainable Dubuque Grant to Bryant Elementary and Resolution No. 351-23 Awarding Sustainable Dubuque Grant to Danielle Stowell and Resolution No. 352-23 Awarding Sustainable Dubuque Grant to Dubuque Community School District and Resolution No. 353-23 Awarding Sustainable Dubuque Grant to Dubuque Rescue Mission Garden. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 350 - 23
AWARDING SUSTAINABLE DUBUQUE GRANT TO BRYANT ELEMENTARY**

Whereas, the City Council adopts goals on an annual basis; and

Whereas, sustainability first appeared as a City Council goal in 2006; and

Whereas, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

Whereas, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

Whereas, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

Whereas, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

Whereas, the City Council adopted "The 50% by 2030 Plan" in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque's community greenhouse gas emissions; and

Whereas, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

Whereas, sustainability has remained a goal; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal,

"Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Livable Neighborhoods and Housing: Great Place to Live"; and

Whereas, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

Whereas, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

Whereas, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

Whereas, the grant recipients shall purchase native plants, trees, and garden materials to create new educational and environmentally friendly spaces for hands-on learning opportunities; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to Bryant Elementary.

Section 2. The City Manager or his designee shall enter into a grant agreement with Bryant Elementary and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 16th day of October 2023.

Brad Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

**RESOLUTION NO. 351 - 23
AWARDING SUSTAINABLE DUBUQUE
GRANT TO DANIELLE STOWELL**

Whereas, the City Council adopts goals on an annual basis; and

Whereas, sustainability first appeared as a City Council goal in 2006; and

Whereas, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

Whereas, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air

quality; and

Whereas, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

Whereas, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

Whereas, the City Council adopted "The 50% by 2030 Plan" in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque's community greenhouse gas emissions; and

Whereas, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

Whereas, sustainability has remained a goal; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Livable Neighborhoods and Housing: Great Place to Live"; and

Whereas, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

Whereas, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

Whereas, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

Whereas, the grant recipients shall create a 501c3 entity to serve as a fiscal sponsor for local food and farm entrepreneurs to receive charitable funds by purchasing and filing a tax-exempt application and brand design and administration costs; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to Danielle Stowell.

Section 2. The City Manager or his designee shall enter into a grant agreement with Danielle Stowell and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 16th day of October 2023.

Brad Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

**RESOLUTION NO. 352- 23
AWARDING SUSTAINABLE DUBUQUE
GRANT TO DUBUQUE COMMUNITY
SCHOOL DISTRICT**

Whereas, the City Council adopts goals on an annual basis; and

Whereas, sustainability first appeared as a City Council goal in 2006; and

Whereas, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

Whereas, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

Whereas, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

Whereas, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

Whereas, the City Council adopted "The 50% by 2030 Plan" in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque's community greenhouse gas emissions; and

Whereas, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

Whereas, sustainability has remained a goal; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

Whereas, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

Whereas, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

Whereas, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

Whereas, the grant recipients shall purchase fourteen handheld air quality monitors to foster education and independent research on the impacts of air quality on human health; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to the Dubuque Community School District.

Section 2. The City Manager or his designee shall enter into a grant agreement with the Dubuque Community School District and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 16th day of October 2023.

Brad Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

**RESOLUTION NO. 353 - 23
AWARDING SUSTAINABLE DUBUQUE
GRANT TO DUBUQUE RESCUE MISSION
GARDEN**

Whereas, the City Council adopts goals on an annual basis; and

Whereas, sustainability first appeared as a

City Council goal in 2006; and

Whereas, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

Whereas, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

Whereas, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

Whereas, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

Whereas, the City Council adopted "The 50% by 2030 Plan" in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque's community greenhouse gas emissions; and

Whereas, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,
- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

Whereas, sustainability has remained a goal; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2022 reaffirmed its commitment to sustainability by adopting the specific goal, "Livable Neighborhoods and Housing: Great Place to Live"; and

Whereas, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, equity, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

Whereas, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

Whereas, efforts which address a Sustainable Dubuque principle and offer a community

engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

Whereas, the grant recipients shall purchase concrete pavers and installation materials for the greenhouse to deter pests and retain heat, creating a more environmental and economical solution to increase food capacity; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to Dubuque Rescue Mission Garden.

Section 2. The City Manager or his designee shall enter into a grant agreement with Dubuque Rescue Mission Garden and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 16th day of October 2023.

Brad Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

4. Americans for the Arts' Arts & Economic Prosperity VI Study Results Notification: Motion by Roussell to receive and file the documents. Seconded by Wethal. Motion carried 7-0.

5. Cori Burbach, Assistant City Manager of Dubuque IA, recently received the Credentialed Manager designation from ICMA, the International City/County Management Association. Motion by Roussell to receive and file the documents and congratulate. Seconded by Sprank. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Sprank attended the 3rd annual Black Business Expo, Fashion Show at the Q Casino. Attended a Community Day at Chaplain Schmitt Island hosted by the Dubuque Racing Association (DRA).

Council Member Jones was a customer who had to get a sewer line replaced and complimented staff on their knowledge and professionalism. Additionally reported that former Mayor Roy Buol was impressed with the Developing Dubuque video series created by Multimedia Specialist Felicia Carner and starring current Mayor Brad Cavanagh.

Council Member Wethal attended Central Curb Staging Storefronts event.

Council Member Farber also attended the Central Curb Staging Storefronts event.

Council Member Resnick reminded everyone that this is the 65th anniversary of the Dubuque Symphony Orchestra.

Council Member Roussell attended the Developer's Roundtable and thanked the League of Women Voters for sponsoring a recent candidate forum.

Council Member Cavanagh attended the graduation of City Life Class in Spanish.

CLOSED SESSION

Motion by Jones to convene in closed session at 9:13 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1) (a), (c), (j) Code of Iowa. Seconded by Resnick. Motion carried 7-0.

The Mayor stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:46 p.m.

/s/Trish Gleason, Assistant City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 5:15 p.m. on November 6, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session to receive an update on the Developer's Roundtable.

WORK SESSION

Developer's Roundtable Update

Developer's Roundtable Facilitator Dave Lyons of Greater Dubuque Development Corporation and Planning Services Director Wally Wernimont provided an update on the Developer's Roundtable. The presenters responded to questions from the City Council regarding software options for process improvements and the future format of the roundtables. Mr. Lyons stated that future roundtables will be open to the public and Mr. Wernimont stated that the city will be part of the broader roundtable discussions going forward. Responding to a question, City Attorney Brumwell defined rolling meetings as people having back-to-back meetings with individual Council Members, a practice that is prohibited. City Council Members stressed that residents could share their feedback with the City Council and reflected on the roundtables being a productive and ongoing process. City Council Members also mentioned some of the factors they perceived as necessary for growth, including community safety and childcare availability. Consent Item No. 7 on the agenda was referenced toward addressing childcare needs.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:31 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

**CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION
OFFICIAL**

The Dubuque City Council met in regular session at 6:30 p.m. on November 6, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a regular session of the City Council called for the purpose of conducting such business that may properly come before the City Council.

PLEDGE OF ALLEGIANCE

PROCLAMATION(S)

1. Hospice and Palliative Care Month (November 2023) was accepted by Carole Carroll on behalf of Hospice of Dubuque.

2. National Apprenticeship Week (November 13-19, 2023) was accepted by Tom Townsend on behalf of the Dubuque Building and Construction Trades Council.

3. Pancreatic Cancer Awareness Day (November 16, 2023) was accepted by Diane Oglesby on behalf of the Michael W. Oglesby Foundation.

CONSENT ITEMS

Mayor Cavanagh requested Item No. 11 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated except for Item No. 11. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: Arts and Cultural Affairs Commission of 9/26/23; City Council Proceedings of 10/16/23; Library Board of Trustees Update of 9/28/23; Zoning Board of Adjustment of 9/28/23. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Arius Burns and Hayle Johnson for property damage; Laufenberg and Larson Properties LLC for property damage; Smokestack - Susan Price for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Laufenberg and Larsen Properties for property damage; Mercy One Medical Center for property damage; Smokestack Susan Price for property damage. Upon motion the documents were received, filed, and concurred.

4. Appeal of Claim by James Hauber: Senior Counsel recommended denial of an appeal of a claim against the City filed by James Hauber for property damage. Upon motion the documents were received, filed, and concurred.

5. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 354-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

RESOLUTION NO. 354-23

AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-City Treasurer shall keep an accurate account of all disbursements, money, or property, specifying date, to whom, and from what fund paid; and

Whereas, the invoices, presented by those firms and persons providing such goods and services have been pre-audited by Finance Department personnel in accordance with generally accepted internal control procedures and have been determined to have been requisitioned for a lawful municipal purpose; and

Whereas, the Chief Financial Officer-City Treasurer has provided a list of Expenditures [provided] hereto, and by this reference made a part hereof, to be drawn to pay for goods and services provided for City purposes; and

Whereas, the City Council of the City of Dubuque has heretofore, by Resolution 142-18 adopted May 7, 2018, authorized the Chief Financial Officer-City Treasurer to issue checks in payment of certain expenditures known as Exception Expenditures prior to City Council approval and such list is [provided] hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The Chief Financial Officer-City Treasurer is hereby authorized to issue payment for goods and services provided for City purposes in response to the purchase orders and contracts issued in compliance with state

and municipal code requirements as requested by designated requisitioning authorities in accordance with approved budget appropriations.

Section 2. In accordance with Iowa Code Section 372.13(6), the City Clerk and Chief Financial Officer are hereby authorized and directed to provide the statement of receipts and disbursements to the City Council, and to publish a summary thereof.

Passed, approved, and adopted on this 6th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. IEDA Contract 18-TC-038 Assignment, Medline Industries, Inc. Corporate Reorganization: Upon motion the documents were received and filed, and Resolution No. 355-23 Approving the Third Amendment to the Economic Development Financial Assistance Contract by and among Medline Industries, Inc., MRE DIA, LLC, the City of Dubuque, Iowa, and the Iowa Economic Development Authority was adopted.

**RESOLUTION NO. 355-23
APPROVING THE THIRD AMENDMENT TO
THE ECONOMIC DEVELOPMENT FINANCIAL
ASSISTANCE CONTRACT BY AND
AMONG MEDLINE INDUSTRIES, INC., MRE
DIA, LLC, THE CITY OF DUBUQUE, IOWA,
AND THE IOWA ECONOMIC DEVELOPMENT
AUTHORITY**

Whereas, Medline Industries, Inc., MRE DIA, LLC (Medline) and the City of Dubuque (City) entered into an Economic Development Financial Assistance Contract (the Contract) with the Iowa Economic Development Authority (IEDA) to facilitate the creation of one hundred five (105) full-time jobs in the City; and

Whereas, the parties previously agreed to a First Amendment to the Contract to extend the Project Completion date, approved by the City Council on September 7, 2021; and

Whereas, the parties previously agreed to a Second Amendment to the Contract to extend the Project Completion date, approved by the City Council on October 20, 2021; and

Whereas, Medline has requested a Third Amendment to the Contract to extend the Project Completion date; and

Whereas, the parties agree a Third Amendment is necessary and desire to amend the Contract as set forth in the [provided] Contract Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The Third Amendment to Contract is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute, and the City Manager

is hereby directed to submit the Third Amendment to Contract to the Iowa Economic Development Authority together with such other documents as may be required.

Passed, approved, and adopted on this 6th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

7. 2023 – Q4 Update on Childcare Challenges and Collaborations: City Manager shared a quarterly update on the status of collaboration efforts among partners in Dubuque to address a need for sufficient quality, affordable childcare options in the community. Upon motion the documents were received and filed.

8. Approving a Sixth Amendment to Development Agreement Between the City of Dubuque and Port of Dubuque LLC: Upon motion the documents were received and filed, and Resolution No. 356-23 Approving the Sixth Amendment to Development Agreement between the City of Dubuque, Iowa and Port of Dubuque LLC was adopted.

**RESOLUTION NO. 356-23
APPROVING THE SIXTH AMENDMENT TO
DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF DUBUQUE, IOWA, AND PORT
OF DUBUQUE LLC**

WHEREAS, the City of Dubuque and Merge, LLC, an Iowa limited liability company entered into that certain Development Agreement dated November 18, 2019 with respect to the matters specified therein, as amended; and

Whereas, Merge, LLC assigned the Development Agreement to Port of Dubuque LLC with the consent of the City; and

Whereas, the parties desire to further modify the Development Agreement as set out in the Sixth Amendment to Development Agreement [provided] hereto; and

Whereas, the City Council finds that it is in the best interests of the City of Dubuque to approve the Sixth Amendment to Development Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DUBUQUE, IOWA AS FOLLOWS:

Section 1. The Sixth Amendment to Development Agreement is hereby approved.

Section 2. All other terms and conditions of the Development Agreement shall remain in full force and effect.

Passed, approved, and adopted on this 6th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. Development Agreement between the City of Dubuque and Merge, LLC: Resolution Approving the Reservation of Easements by

the City of Dubuque, Iowa: Upon motion the documents were received and filed, and Resolution No. 357-23 Approving the Reservation of Easements by the City of Dubuque, Iowa in connection with a Development Agreement between the City of Dubuque and Merge, LLC was adopted.

**RESOLUTION NO. 357-23
APPROVING THE RESERVATION OF EASEMENTS BY THE CITY OF DUBUQUE, IOWA IN CONNECTION WITH A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBUQUE AND MERGE, LLC**

Whereas, the City of Dubuque, Iowa is the owner of the following described real property in Dubuque County, Iowa:

Lot 2 Adams Company's 5th Addition in the City of Dubuque, Iowa (the Property); and

Whereas, City and Merge, LLC entered into that certain Development Agreement dated November 18, 2019, as amended, with respect to the matters specified therein; and

Whereas, the Development Agreement provides that the City shall reserve unto itself certain easements on the Property as set forth in the [provided] Reservation of Easements by the City of Dubuque, Iowa.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA AS FOLLOWS:

Section 1. The Reservation of Easements by the City of Dubuque, Iowa is hereby approved.

Section 2. The City Clerk is hereby authorized and directed to record the Reservation of Easements by the City of Dubuque, Iowa with the Dubuque County Recorder.

Passed, approved, and adopted this 6th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

10. First Amendment to Purchase Agreement and Development Agreement between the City of Dubuque and Union at the Marina, LP: Upon motion the documents were received and filed, and Resolution No. 358-23 Approving the First Amendment to Purchase Agreement and Development Agreement between the City of Dubuque and Union at the Marina, LP was adopted.

**RESOLUTION NO. 358-23
APPROVING THE FIRST AMENDMENT TO PURCHASE AGREEMENT AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBUQUE AND UNION AT THE MARINA, LP**

Whereas, the City of Dubuque and Union at the Marina, LP entered into a Purchase Agreement and Development Agreement dated

October 16, 2023 (the "Agreement") for the sale of approximately 5.25 acres of real property located in the City of Dubuque, Iowa, as further described in the Agreement (the "Property"); and

Whereas, the Agreement provided that the Parties would enter into an Amendment to incorporate the legal description of the Property into the Agreement upon approval of the Plat. The Plat was recorded on October 18, 2023 in the office of the Recorder of Dubuque County, Iowa as File 2023-00009853, now legally described as Lot 1-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa, according to the plat thereof recorded as Doc ID: 011154500008, File 2023-00009853, in the public records of the Recorder's Office of Dubuque County, Iowa; and

Whereas, The City and Union at the Marina, LP now desire to amend the Agreement to incorporate the legal description of the Property as set forth in the [provided] First Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the First Amendment is hereby approved.

Section 2. The City Manager is hereby authorized and directed to sign the First Amendment on behalf of the City of Dubuque.

Passed, approved, and adopted this 6th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

11. Contracted Services Agreement - Crescent Community Health Center: Mayor Cavanagh announced that he would abstain from the vote due to his wife's employment with Crescent Community Health Center. Mayor Pro Tem Wethal requested the vote on the item be called, with the vote passing 6-0 with abstention from Cavanagh. City Attorney Brumwell clarified that a motion and second were needed before the formal vote. Motion by Jones to receive and file the documents and approve the Contracted Services Agreement with Crescent Community Health Center for Fiscal Year 2024. Seconded by Farber. Motion carried 6-0 with abstention from Cavanagh.

12. Purchase Agreement Approval for Purchase of Dubuque County Owned Parcel, 1119358006: Upon motion the documents were received and filed, and Resolution No. 359-23 Approving an offer to buy real estate and acceptance for the purchase by the City of Dubuque, Iowa of real property owned by Dubuque County, Iowa was adopted.

**RESOLUTION NO. 359-23
APPROVING AN OFFER TO BUY REAL ESTATE AND ACCEPTANCE FOR THE PURCHASE BY THE CITY OF DUBUQUE, IOWA OF REAL PROPERTY OWNED BY DUBUQUE COUNTY, IOWA**

Whereas, Dubuque County is the owner of the following real described property:

City Lots Lot 2 of Lot 28, Lot 2 of Lot 29, Lot 2 of Lot 30, Lot 2 of Lot 31, Lot 2 of Lot 32, Lot 2 of Lot 33, Lot 2 of Lot 34, Lot 2 of Lot 35, Lot 2 of Lot 36, Lot 2 of Lot 37, and Lot 2 of Lot 38 all of Block 17 in Dubuque Harbor Improvement Company Addition in the City of Dubuque, Iowa (the County Property); and

Whereas, City and Dubuque County have entered into the Purchase Agreement a copy of which is [provided] hereto, subject to the approval of the City Council of the City of Dubuque, pursuant to which Dubuque County will convey the County Property to City; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Purchase Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA AS FOLLOWS:

Section 1. The Offer to Buy Real Estate and Acceptance is hereby approved.

Section 2. That the City of Dubuque be and is hereby authorized to accept a Special Warranty Deed from Dubuque County For the County Property.

Section 3. That the City Clerk be and is hereby authorized and directed to cause said Special Warranty Deed to be recorded in the office of the Dubuque County Recorder, together with a certified copy of this Resolution.

Section 4. That the City Clerk be and is hereby directed to forward a copy of this Resolution to the Dubuque County Assessor and the Dubuque County Auditor.

Section 5. The City Manager is authorized to take such action as may be necessary to carry out the terms of the Offer to Buy Real Estate and Acceptance.

Passed, approved, and adopted on this 6th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

13. Kwik Trip, Inc. Property Right of Way Plat and Dedication –Roundabout Improvements Project at the Intersection of Kerper Boulevard and Kerper Court: Upon motion the documents were received and filed, and Resolution No. 360-23 Approving the Acquisition Plat of Lot 2A of Kerper Industrial Park No. 2, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 360-23
APPROVING THE ACQUISITION PLAT OF LOT 2A OF KERPER INDUSTRIAL PARK NO. 2, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, an Acquisition Plat dated October 20, 2023 prepared by The City of Dubuque Engineering Department describing Lot 2A of Kerper Industrial Park No. 2, in the City of Dubuque, Iowa; and

Whereas, said plat conforms to the laws and statutes pertaining thereto; and

Whereas, upon said plat appears Lot 2A, which Kwik Trip, Inc. by said plat has dedicated to the public forever.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the plat dated October 20, 2023 prepared by The City of Dubuque Engineering Department, relative to the real estate hereinabove described be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plat and on behalf of the City of Dubuque, Iowa.

Section 2. That the dedication of Lot 2A of Kerper Industrial Park No. 2, in the City of Dubuque, Iowa, for Right of Way for street and utility purposes, as it appears on said Acquisition Plat, be and the same are hereby accepted.

Section 3. That the City Clerk be and is hereby authorized and directed to file said plat and certified copy of this resolution in the office of the Recorder, in and for Dubuque County, Iowa.

Passed, approved, and adopted this 6th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

14. Acceptance of Grants of Easement for Sanitary Sewer Utility over Jon D. Luckstead Property in Tamarack Business Park, Dubuque, Iowa Tamarack Sanitary Sewer Extension Project: Upon motion the documents were received and filed, and Resolution No. 361-23 Accepting Grants of Easement for Sanitary Sewer Utility through, over and across parts of Tamarack Subdivision and parts of the Southeast Quarter of Section 14, Township 88 North, Range 2 East of the 5th p.m., in Dubuque County, Iowa was adopted.

**RESOLUTION NO. 361-23
ACCEPTING GRANTS OF EASEMENT FOR SANITARY SEWER UTILITY THROUGH, OVER AND ACROSS PARTS OF TAMARACK SUBDIVISION AND PARTS OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 88 NORTH, RANGE 2 EAST OF THE 5TH P.M., IN DUBUQUE COUNTY, IOWA**

Whereas, Jon D. Luckstead, has executed a Grant of Easement for Sanitary Sewer Utility through, over and across Part of Lot D of Tamarack S.E. Fourth Subdivision, Plat of Lot 8 and D and Part of Lot 1 of 2 in the Northeast Quarter of the Southeast Quarter of Section 14, Township 88 North, Range 2 East of the 5th P.M. in Dubuque County, Iowa; and

Whereas, Jon D. Luckstead, has executed a Grant of Easement for Sanitary Sewer Utility through, over and across Part of the Tamarack Drive Right of Way in the Southeast Quarter of Section 14, Township 88 North, Range 2 East of the 5th P.M. in Dubuque County, Iowa; and

Whereas, Jon D. Luckstead, has executed a Grant of Easement for Sanitary Sewer Utility through, over and across Part of Lot D of Tamarack S.E. Fourth Subdivision, Plat of Lot 8 and D, in the Northeast Quarter of the Southeast Quarter of Section 14, Township 88 North, Range 2 East of the 5th P.M. in Dubuque County, Iowa.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grants of Easement for Sanitary Sewer Utility through, over and across the properties described above in Tamarack Subdivision and in the Southeast Quarter of Section 14, Township 88 North, Range 2 East of the 5th P.M. in Dubuque County, Iowa, as shown on the respective Grants of Easement for Sanitary Sewer Utility, from Jon D. Luckstead, copies of which are [provided] hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Section 3. The City Clerk is hereby authorized to and directed to record this resolution and Grants of Easement for Sanitary Sewer Utility with the Dubuque County Recorder.

Passed, approved, and adopted this 6th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

15. Force Main Stabilization Project, Amendment No. 1 to Agreement with the U.S. Department of the Army/U.S. Army Corps of Engineers: Upon motion the documents were received and filed, and Resolution No. 362-23 Authorizing the execution of Amendment No. 1 to Agreement with the Department of the Army to collaborate on stabilization and protection of the force main along the Mississippi River was adopted.

**RESOLUTION NO. 362-23
AUTHORIZING THE EXECUTION OF
AMENDMENT NO. 1 TO AGREEMENT WITH**

THE DEPARTMENT OF THE ARMY TO COLLABORATE ON STABILIZATION AND PROTECTION OF THE FORCE MAIN ALONG THE MISSISSIPPI RIVER

Whereas, the City recognizes the need to stabilize and protect the City's sanitary sewer force main that runs along the Mississippi River; and

Whereas, the Continuing Authorities Program – Section 14 of the 1946 Flood Control Act authorizes the protection of the Forced Sewer Main for the City, Iowa; and

Whereas, the Water Resources Development Act of 1986, Public Law 99-662, as amended (33 U.S.C. 2215(a)), specifies the cost-sharing requirements; and

Whereas, in December of 2022, the City entered into an agreement with the U.S. Department of the Army that authorizes the U.S. Army Corps of Engineers to proceed with designing and constructing the Force Main Stabilization Project; and

Whereas, the City sent a letter to the U.S. Department of the Army requesting to include the design and repair of sanitary sewer force main joints as part of the Force Main Stabilization Project; and

Whereas, the U.S. Department of the Army has provided Amendment No. 1 to the agreement that includes the sanitary sewer joint repairs as part of the project; and

Whereas, it is in the best interest of the City to execute Amendment No. 1 to the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

The Mayor is hereby authorized and directed to sign Amendment No. 1 to the agreement with the U.S. Department of the Army for the Force Main Stabilization Project.

Passed, approved, and adopted this 6th day of November 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

16. Signed Contract(s): Professional Services Agreement with WHKS & Co. for the Eagle Valley, Westbrook, & English Ridge Subdivision Park Design, Development, and Construction Management Services. Upon motion the documents were received and filed.

17. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Midwest Concrete, Inc. for the US HWY 20 & Devon Dr. Frontage Road Closure; Tschiggfrie Excavating Co. for the Althausen St. Retaining Wall Repair Project; Tschiggfrie Excavating Co. for the Maus Park Lake Pump Station Culvert Repair. Upon motion the documents were received, filed, and approved.

18. Community Development Block Grant (CDBG) Subrecipient Agreement – Four Mounds Foundation Build Dubuque Vocational Training: Upon motion the documents were received and filed, and Resolution No. 363-23 Authorizing execution of CDBG Subrecipient Agreement with Four Mounds Foundation was adopted.

**RESOLUTION NO. 363-23
AUTHORIZING EXECUTION OF CDBG SUB-
RECIPIENT AGREEMENT WITH FOUR
MOUNDS FOUNDATION**

Whereas, the Four Mounds Foundation program expansion proposes to provide a public service utilizing Community Development Block Grant funds; and

Whereas, the City Council approved the CDBG Fiscal Year 2024/Program Year 2023 Amendment #1 budget that included funding available for eligible programming and public services; and

Whereas, a Categorically Excluded Not Subject to Review with 24 CFR Part 58.5 Environmental Review has been completed, and no compliance or consultation with regulatory authorities were found to be required; and

Whereas, all services provided will be to a minimum of 51% low/moderate income residents, meeting the CDBG National Objective of Low/Mod-Income Clientele benefit, and eligible activity of 05H: Employment Training.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the subrecipient agreement with Four Mounds Foundation be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to designate the City Manager or the Housing and Community Development Department Director to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 6th day of November 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

19. Pre-annexation Agreement – Andrew & Samantha Schumacher: Upon motion the documents were received and filed, and Resolution No. 364-23 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and Andrew L. and Samantha L. Schumacher was adopted.

**RESOLUTION NO. 364-23
APPROVING A PRE-ANNEXATION AGREE-
MENT BETWEEN THE CITY OF DUBUQUE,
IOWA AND ANDREW L. AND SAMANTHA L.
SCHUMACHER**

Whereas, Andrew L. and Samantha L. Schumacher, the owner of the following

described property located at 10461 St. Joseph Drive in Dubuque County, Iowa (the Property) have submitted to the City Council of the city of Dubuque an application for voluntary annexation of the Property to the City of Dubuque:

Lot 14 of "Twin Ridge" Subdivision, in Table Mound Township, Dubuque County, Iowa, according to the recorded plat thereof, subject to easements and restrictions of record.

Whereas, Andrew L. and Samantha L. Schumacher have entered into a Pre-annexation Agreement with the City of Dubuque, a copy of which is [provided] hereto governing the future annexation of the Property; and

Whereas, the Property is not subject to an existing annexation moratorium; and

Whereas, the Property does not include any state or railroad property; and

Whereas, Iowa Code Section 368.7 authorizes the voluntary annexation of property in Dubuque County, Iowa, and the extension of city limits by voluntary annexation; and

Whereas, the annexation of the Property is consistent with the Comprehensive Plan of the City of Dubuque, necessary for the future orderly growth and development of the City of Dubuque, and will promote efficient and cost-effective extension of municipal services; and

Whereas, the City Council finds that the annexation of the Property is in the public interest.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The Pre-annexation Agreement by Andrew L. and Samantha L. Schumacher and the City of Dubuque is hereby approved.

Passed, approved, and adopted this 6th day of November 2023.

Brad Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

20. Shared Administrative Support Between Information Technology, Office of Equity and Humans Rights, and Office of Shared Prosperity and Neighborhood Support: City Manager recommended City Council approval of an increase in the full-time equivalents of .34 at the additional cost of \$41,814 to make an existing part-time administrative position (.66FTE, GE-25) into a full-time position (1.00FTE, GE-25) for administrative support to be shared between these three departments: Information Technology, Office of Equity and Human Rights, and Office of Shared Prosperity and Neighborhood Support. Upon motion the documents were received, filed, and approved.

21. Hiring of a Full Time Transportation Services Laborer Position: City Manager recommended City Council approval of creation of a full-time Transportation Services Laborer and elimination of a current part-time Intermodal

Laborer (.28 FTE) and a part-time Ramp Custodian (.27 FTE). Upon motion the documents were received, filed, and approved.

22. Yahoo Finance Article Naming Dubuque the Second-Most Affordable Iowa City for Seniors: Upon motion the documents were received and filed.

23. Adoption of Supplement Number 2023 S-12 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 365-23 Adopting Supplement No. 2023 S-12 to the Code of Ordinances of the City of Dubuque, Iowa was adopted.

RESOLUTION NO. 365-23

ADOPTING SUPPLEMENT NO. 2023 S-12 TO THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA

Whereas, under date of August 17, 2009, the City Council, pursuant to Ordinance No. 43-09, readopted the Code of Ordinances of the City of Dubuque, Iowa in its entirety; and

Whereas, since August 17, 2009, the City of Dubuque, Iowa has compiled supplements to the Code of Ordinances consisting of all new ordinances and amendments to ordinances; and

Whereas, Section 380.8 of the Code of Iowa provides that supplements, adopted by resolution, become part of the Code of Ordinances; and

Whereas, Code Supplements are prepared by the American Legal Publishing of Cincinnati, Ohio and filed in the Office of the City Clerk of the City of Dubuque, Iowa.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That Supplement No. 2023 S-12 to the City of Dubuque Code of Ordinances, which codifies Ordinance Nos. 31-23 through 44-23 as approved by the City Council through September 18, 2023, is hereby adopted, and becomes part of the Code of Ordinances of the City of Dubuque, Iowa.

Passed, approved, and adopted this 6th day of November 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breittfelder, City Clerk

ITEMS SET FOR PUBLIC HEARING

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 7-0.

1. Resolution Setting a Public Hearing on a Proposed First Amendment to Development Agreement by and between the City of

Dubuque, Iowa and 799 Main, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 366-23 Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and 799 Main, LLC, including the proposed issuance of urban renewal tax increment revenue obligations relating thereto and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 20, 2023 in the Historic Federal Building.

RESOLUTION NO. 366-23

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND 799 MAIN, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

Whereas, City and 799 Main, LLC previously entered into a Development Agreement dated July 17, 2023; and

Whereas, City and Developer desire to amend the Development Agreement as set forth a First Amendment to Development Agreement [provided] hereto; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403 pursuant to the Development Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 20th day of November, 2023, at 6:30 o'clock p.m. The official agenda will be posted on Friday, November 17, 2023 and will contain listening, viewing,

and public input options. The City Council agenda can be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with 799 Main, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to 799 Main, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued pursuant to the First Amendment will be approximately \$2,210,129.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form [provided] hereto.

Passed, approved, and adopted this 6th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution Setting a Public Hearing on a Proposed Development Agreement between the City of Dubuque, Iowa and Vanguard Enterprises, Inc. for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 367-23 Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on the proposed Development Agreement between the City of Dubuque and Vanguard Enterprises, Inc., including the proposed issuance of urban renewal tax increment revenue grant obligations to Vanguard Enterprises, Inc., and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 20, 2023 in the Historic Federal Building.

**RESOLUTION NO. 367-23
FIXING THE DATE FOR A PUBLIC HEARING
OF THE CITY COUNCIL OF THE CITY OF
DUBUQUE, IOWA ON THE PROPOSED**

**DEVELOPMENT AGREEMENT BETWEEN
THE CITY OF DUBUQUE AND VANGUARD
ENTERPRISES, INC., INCLUDING THE PRO-
POSED ISSUANCE OF URBAN RENEWAL
TAX INCREMENT REVENUE GRANT OBLI-
GATIONS TO VANGUARD ENTERPRISES,
INC., AND PROVIDING FOR THE PUBLICA-
TION OF NOTICE THEREOF**

Whereas, Vanguard Enterprises, Inc. is the owner of the following described real property:

Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition in the City of Dubuque, Iowa according to the recorded Plat thereof (the Property); and

Whereas, City of Dubuque, Iowa (City) and Vanguard Enterprises, Inc. have entered into a Development Agreement, subject to the approval of the City Council, pursuant to which Vanguard Enterprises, Inc. will construct on the Property certain Improvements described in the Development Agreement; and

Whereas, the City Council has tentatively determined that it would be in the best interests of City to approve the Development Agreement; and

Whereas, the Development Agreement provides for the issuance by City of economic development grants to Vanguard Enterprises, Inc., referred to therein as Urban Renewal Tax Increment Revenue Grant Obligations, payable from the tax increment revenues collected in respect of the Improvements to be constructed by Vanguard Enterprises, Inc. in accordance with the Development Agreement, for the purpose of carrying out the objectives of an Urban Renewal Plan as hereinafter described; and

Whereas, before said obligations may be approved, Chapter 403 of the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Clerk is hereby authorized and directed to cause this Resolution and a Notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City Council's intent to approve the proposed Development Agreement, to be held on the 20th day of November, 2023 at 6:30 p.m.

Section 2. The City Council will also meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for

the Dubuque Industrial Center Economic Development District, consisting of the funding of economic development grants to Vanguard Enterprises, Inc., pursuant to the Development Agreement under the terms and conditions of said Urban Renewal Plan. It is expected that the aggregate amount of the Tax Increment Revenue obligations will be approximately \$271,470.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the disposal of the City's interest in the Property and the issuance of said obligations.

Section 4. That the Notice of the proposed action shall be in substantially the form [provided] hereto.

Passed, approved, and adopted this 6th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Resolution Setting a Public Hearing on a Proposed Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque Arboretum Association, Inc.: Upon motion the documents were received and filed and Resolution No. 368-23 Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on a Lease Agreement by and between the City of Dubuque, Iowa, and Dubuque Arboretum Association, Inc. relating thereto and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 20, 2023 in the Historic Federal Building.

**RESOLUTION NO. 368-23
FIXING THE DATE FOR A PUBLIC HEARING
OF THE CITY COUNCIL OF THE CITY OF
DUBUQUE, IOWA ON A LEASE AGREEMENT
BY AND BETWEEN THE CITY OF
DUBUQUE, IOWA, AND DUBUQUE ARBO-
RETUM ASSOCIATION, INC. RELATING
THERETO AND PROVIDING FOR THE PUB-
LICATION OF NOTICE THEREOF**

Whereas, City is the owner of a public facility known as Marshall Park (the Park); and

Whereas, Arboretum desires to lease and continue to operate the Park as an arboretum and botanical garden; and

Whereas, it is deemed to be in the best interest of both parties to this Lease Agreement and to the public in general that the Arboretum lease and operate the Park as the Dubuque Arboretum and Botanical Garden.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the City of Dubuque, Iowa, proposes to approve the Lease Agreement of the above-described real estate to Dubuque Arboretum Association, Inc.

Section 2. That the City Council shall conduct a public hearing on the proposed Lease Agreement in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa on the 20th day of November 2023, beginning at 6:30 PM.

Section 2. That the City Clerk be and is hereby authorized and directed to publish notice of the public hearing in the form [provided] hereto, according to law.

Passed, approved, and adopted this 6th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. SOO Green HVDC Link ProjectCo, LLC Franchise Agreement: Upon motion the documents were received and filed and Resolution No. 369-23 Setting a public hearing on an ordinance granting to Soo Green HVDC Link ProjectCo, LLC, its successors and assigns, the right and nonexclusive franchise to maintain and operate an electric franchise (transmission system) in the City of Dubuque, Iowa, for a period of 25 years was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 20, 2023 in the Historic Federal Building.

**RESOLUTION NO. 369-23
SETTING A PUBLIC HEARING ON AN ORDINANCE GRANTING TO SOO GREEN HVDC LINK PROJECTCO, LLC, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO MAINTAIN AND OPERATE AN ELECTRIC FRANCHISE (TRANSMISSION SYSTEM) IN THE CITY OF DUBUQUE, IOWA, FOR A PERIOD OF 25 YEARS**

Whereas, the City of Dubuque, Iowa (City) and Soo Green HVDC Link ProjectCo, LLC (Soo Green) have entered into an agreement pursuant to which City will grant to Soo Green the right and non-exclusive franchise to maintain and operate an electric franchise (transmission system) in the City of Dubuque for a period of twenty-five years as provided in the [provided] Ordinance; and

Whereas, Iowa law requires that the City Council hold a public hearing on the question of the adoption of the Ordinance granting the franchise.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DUBUQUE, IOWA AS FOLLOWS:

Section 1. A public hearing on the question of the adoption of the Ordinance granting the

franchise to Soo Green is hereby set for the 20th day of November, 2023 in the City Council Chambers, Historic Federal Building, 350 West 6th Street, Dubuque, Iowa, beginning at 6:30 p.m.

Section 2. The City Council hereby dispenses with an election on the adoption of the Ordinance as provided by Iowa Code sec. 364.2(4)(b).

Section 3. The City Clerk shall publish notice of the public hearing as required by law.

Passed, approved, and adopted the 6th day of November, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitsfelder, City Clerk

5. Resolution Setting a Public Hearing on a Proposed Development Agreement by and among the City of Dubuque, Iowa, 400 Ice Harbor, LLC, and Hodge Company Providing for the Sale of City-owned Real Estate to 400 Ice Harbor, LLC and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 370-23 (1) Approving the minimum requirements, competitive criteria, and offering procedures for the development and the sale of certain real property and improvements in the Greater Downtown Urban Renewal District; (2) determining that the offer to purchase submitted by 400 Ice Harbor, LLC satisfies the offering requirements with respect to the real property and improvements and declaring the intent of the City Council to approve the sale to 400 Ice Harbor, LLC in the event that no competing proposals are submitted; and (3) soliciting competing proposals was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 18, 2023 in the Historic Federal Building.

RESOLUTION NO. 370-23

RESOLUTION (1) APPROVING THE MINIMUM REQUIREMENTS, COMPETITIVE CRITERIA, AND OFFERING PROCEDURES FOR THE DEVELOPMENT AND THE SALE OF CERTAIN REAL PROPERTY AND IMPROVEMENTS IN THE GREATER DOWNTOWN URBAN RENEWAL DISTRICT; (2) DETERMINING THAT THE OFFER TO PURCHASE SUBMITTED BY 400 ICE HARBOR, LLC SATISFIES THE OFFERING REQUIREMENTS WITH RESPECT TO THE REAL PROPERTY AND IMPROVEMENTS AND DECLARING THE INTENT OF THE CITY COUNCIL TO APPROVE THE SALE TO 400 ICE HARBOR, LLC IN THE EVENT THAT NO COMPETING PROPOSALS ARE SUBMITTED; AND (3) SOLICITING COMPETING PROPOSALS

Whereas, the City Council of Dubuque, Iowa, did on June 5, 2023 adopt an Amended

and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District ("the Plan") for the Urban Renewal Area described therein; and

Whereas, the Plan provides, among other things, for the disposition of properties for private development purposes as a proposed economic development action; and

Whereas, 400 Ice Harbor, LLC ("Developer") has submitted to the City a proposal in the form a Development Agreement for the development of property owned by the Developer which includes an Option to purchase certain City-owned real property hereinafter described ("the Parking Property"), which Parking Property is the real estate consisting of approximately 0.68 acres shown on Exhibit A, and which Development Agreement requests that this Parking Property be made available for sale as rapidly as possible; and

Whereas, in order to establish reasonably competitive bidding procedures for the disposition of the Parking Property in accordance with the statutory requirements of Iowa Code Chapter 403, specifically, Section 403.8, and to assure that the City extends a full and fair opportunity to all developers interested in submitting a proposal, a summary of submission requirements and minimum requirements and competitive criteria for the Property offering is included herein; and

Whereas, said Developer has signed a Development Agreement with the City, currently on file at the Office of the City Clerk; and

Whereas, to recognize both the firm proposal for the improvements already received by the City in the form of the Development Agreement, as described above, and to give full and fair opportunity to other developers interested in submitting a proposal for the sale and development of the Parking Property, this Council should by this Resolution:

- 1) Set the fair market value of the Parking Property for uses in accordance with the Plan;
- 2) Approve the minimum requirements and competitive criteria included herein;
- 3) Approve as to form the Development Agreement;
- 4) Set a date for receipt of competing proposals and the opening thereof;
- 5) Declare that the proposal submitted by Developer satisfies the minimum requirements of the offering, and that in the event no other qualified proposal is timely submitted, that the City Council intends to accept such proposal and authorize the City Manager to sign the Development Agreement;
- 6) Approve and direct publication of a notice to advise any other person of the opportunity to compete for sale of the Property on the terms and conditions set forth

herein; and

- 7) Declare that in the event another qualified proposal is timely submitted and accepted, another and future notice will be published on the intent of the City to enter into the resulting contract, as required by law; and

Whereas, the City Council believes it is in the best interest of the City and the Plan to act as expeditiously as possible to sell the Property as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Parking Property shown on Exhibit A [provided] hereto, shall be offered for sale in accordance with the terms and conditions contained in this Resolution.

Section 2. That it is hereby determined that in order to qualify for consideration for selection, any person must submit a proposal which meets these minimum requirements:

- 1) Meets, at a minimum, the terms and conditions of the Development Agreement submitted by the Developer including the required Minimum Improvements of Four Million Seven Hundred Fifty-Five Thousand Dollars (\$4,755,000) and an agreement to create and maintain Ten (10) additional FTE employees employed by Employer by October 1, 2026 and during the remaining term of the agreement for a total of Thirty-Four (34) FTE employees in the city of Dubuque, Iowa.
- 2) Contains an agreement to purchase the Parking Property, shown on Exhibit A, at not less than fair market value, which for the purposes of this resolution is hereby determined to be Five Hundred Seventy-One Thousand Four Hundred & 00/100 Dollars (\$571,400.00) and to provide for public parking on the Parking Property;
- 3) Sets out or provides to the satisfaction of the City Council the experience of the principals and key staff who are directly engaged in the performance of contract obligations in carrying out projects of similar scale and character; and

Section 3. That the Development Agreement by and between the City and the Developer be and is hereby approved as to form for the purposes hereinafter stated.

Section 4. That for the purpose of defining the offering of the Property for sale, said Development Agreement shall be deemed to be illustrative of the terms acceptable to the City with respect to:

- 1) Developer and City obligations; and
- 2) General terms and conditions.

Section 5. That the Development Agreement submitted by the Developer satisfies the requirements of this offering and, in the event that no other qualified proposals are timely

submitted, that the City Council intends to accept and approve the Development Agreement.

Section 6. That it is hereby determined that the Developer possesses the qualifications, financial resources, and legal ability necessary to purchase the Property shown on Exhibit A and to construct, manage and operate the site in the manner proposed by this offering in accordance with the Plan.

Section 7. That the City Clerk shall receive and retain for public examination the [provided] Development Agreement submitted by the Developer and, in the event no other qualified proposals are timely submitted, shall resubmit the Development Agreement to the City Council for final approval and execution upon expiration of the notice hereinafter prescribed.

Section 8. That the action of the City Council be considered to be and does hereby constitute notice to all concerned of the intention of this Council, in the event that no other qualified proposals are timely submitted, to accept the proposal of the Developer to purchase the Property shown on Exhibit A and to approve the Development Agreement by and between City and Developer.

Section 9. That the official notice of this offering and of the intent of the City, in the event no other qualified proposals are timely submitted, to approve the Development Agreement, shall be a true copy of this Resolution, but without the attachments referred to herein.

Section 10. That the City Clerk is authorized and directed to secure immediate publication of said official notice in the Telegraph Herald, a newspaper having a general circulation in the community, by publication of the text of this Resolution on or before the 10th day of November, 2023.

Section 11. That written proposals will be received by the City Clerk at or before 10:00 a.m., December 10, 2023 in the Office of the City Clerk, located on the first floor at City Hall, 50 West 13th Street, Dubuque, Iowa 52001. Each proposal will be opened at the hour of 10:00 a.m. in City Hall, Dubuque, Iowa on December 10, 2023. Said proposals will then be presented to the City Council at 6:30 p.m., December 18, 2023, at a meeting to be held in the City Council Chambers, Historic Federal Building at 350 West 6th Street, Dubuque, Iowa.

Section 12. That the method of offering the Property for sale as set forth herein is in substantial conformance with the provisions of Iowa Code Section 403.8, requiring reasonable competitive bidding procedures as are hereby prescribed and "fair value."

Section 13. That the required documents for the submission of a proposal shall be in substantial conformity with the provisions of this Resolution.

Section 14. That the City Clerk is hereby nominated and appointed as the agent of the City of Dubuque, Iowa to receive proposals for the sale of the Property on that date and according to the procedure hereinabove specified for receipt of such proposals and to proceed at such time to formally acknowledge receipt of each of such proposal by noting the receipt of same in the Minutes of the Council; that the City Manager is hereby authorized and directed to make preliminary analysis of each such proposal for compliance with the minimum requirements established by this Council hereinabove. For each proposal that satisfies these requirements, the City Council shall judge the strength of the proposal by the competitive criteria established hereinabove. The City Council shall then make the final evaluation and selection of the proposals.

Section 15. If, and only if, competing proposals are received and determined by the Council to meet the minimum requirements described herein, the Developer shall be allowed to amend its proposal in response thereto and to deliver same to the City Manager, by no later than a date determined by the City Council. In such event, the Council shall schedule a subsequent meeting to be held by the City Manager at which there shall be a bid-off conducted by the City Manager. During such bid-off, each competing bidder shall bid against the other, starting with the second proposal received and continuing until such time as each bidder shall decline to improve its proposal to acquire and redevelop the Property shown on Exhibit A in response to the last bid of the other bidder or bidders. The period of time to be allowed for such bid-off shall be determined by the City Manager. The rules of such bid-off shall be as determined by the City Manager at or before such bid-off period and shall be absolute.

Section 16. That in the event another qualified proposal is timely submitted and accepted by the City, another and further notice shall be published of the intent of the City of Dubuque, Iowa, to enter into the resulting agreement, as required by law.

Passed, approved, and adopted this 6th day of November, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. Investment Oversight Advisory Commission: One, 3-Year Term through July 1, 2026 (Vacant Term of Lassance), and one, 3 Year term through July 1, 2024 (Vacant Term of Major). Applicants: Daniel Garza, 2110 Rhomberg Ave., and Phillip Heim, 911 Tressa St.

(Additional Applicant). Motion by Jones to appoint Mr. Garza to the three-year term through July 1, 2026. Seconded by Wethal. Motion carried 7-0. Motion by Jones to appoint Mr. Heim to the three-year term through July 1, 2024. Seconded by Wethal. Motion carried 7-0.

PUBLIC HEARINGS

1. Request to Rezone 1860 Hawthorne Street: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Resnick. Planning Services Director Wally Wernimont provided a staff report, stating that the public hearing must be replicated due to a publication error in the notice of the initial public hearing. Responding to a question from the City Council regarding how they should address the information they received from the previous public hearing, City Attorney Brumwell stated that all previously received input is included with the agenda item. Ms. Brumwell stated that the public hearing is conducted in good faith and that since City Council meetings are recorded, the previous meetings and materials can always be referenced to demonstrate good faith. City Clerk Breitfelder announced that written input was received from Mary Giesler, 2310 High Cloud Dr. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 46-23 Amending Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances by reclassifying the hereinafter described property located along Hawthorne Street and Kerper Boulevard within the City of Dubuque from CR Commercial Recreation to Planned Unit Development with PR-Planned Residential Designation. Seconded by Resnick. Motion carried 7-0.

ORDINANCE NO. 46-23

AMENDING TITLE 16 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES BY RECLASSIFYING THE HEREINAFTER DESCRIBED PROPERTY LOCATED ALONG HAWTHORNE STREET AND KERPER BOULEVARD WITHIN THE CITY OF DUBUQUE FROM CR COMMERCIAL RECREATION TO PLANNED UNIT DEVELOPMENT WITH PR-PLANNED RESIDENTIAL DESIGNATION

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances is hereby amended by reclassifying the hereinafter-described property from

CR Commercial Recreation to Planned Unit Development District with a PR Planned Residential District designation, and adopting a conceptual development plan, a copy of which is [provided] to and made a part hereof, is hereby adopted and approved for the following described property, to wit:

The portion of Lot 2 Block 2 of River Front Subdivision No. 3 and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa as shown in Exhibit A.

A. Use Regulations. The following regulations shall apply to all uses made of land in the above-described PR Planned Residential District:

1. Principal permitted use shall be limited to two (2) four-story multi-family residential buildings containing a total of 201 residential units.
2. Accessory uses shall include any use customarily incidental and subordinate to the principal use it serves.

B. Lot and Bulk Regulations. Development of land in the PR Planned Residential District shall be regulated as follows:

1. Buildings setbacks shall be located in substantial conformance with the approved conceptual development plan.
2. Maximum building height of 50 ft. shall be allowed in this Planned Residential District.

C. Performance Standards. The development and maintenance of uses in this PR Planned Residential District shall be regulated as follows:

Parking Regulations

- a. All vehicle-related features shall be surfaced with either asphalt or concrete.
- b. Curbing and proper surface drainage of storm water shall be provided.
- c. All parking and loading spaces shall be delineated on the surfacing material by painted stripes or other permanent means.
- d. That total number of parking spaces shall be provided in substantial compliance with the approved Conceptual Development Plan. The spaces may be a combination of off-street spaces and on-street spaces (Hawthorne Street) in accordance with the approved Conceptual Development Plan.
- e. The size and design of parking spaces shall be governed by applicable provisions of the Unified Development Code Section 13-

3 Site Development Regulations.

- f. The number, size, design, and location of parking spaces designated for persons with disabilities shall be according to the local, state, or federal requirements in effect at the time of development.
- g. Bicycle parking shall be provided in accordance with the Unified Development Code Section 14-9 Bicycle Parking Required.

1. Site Lighting

- a. Exterior illumination of site features shall be limited to the illumination of the following:
 - i. Parking areas, driveways, and loading facilities.
 - ii. Pedestrian walkway surfaces and entrances to building.
 - iii. Building exterior.
- b. Location and Design
 - i. No light source shall provide illumination onto adjacent lots, buildings, or streets in excess of 1.0-foot candle.
 - ii. All exterior lighting luminaries shall be designed and installed to shield light from the luminaries at angles above 72-degrees from vertical.
 - iii. Fixtures mounted on a building shall not be positioned higher than the roofline of the building.
 - iv. All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.

2. Landscaping. Landscaping shall be provided in substantial compliance with the Conceptual Landscape Plan which is [provided] hereto.

3. Storm Water Management. The developer shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainageways outside the lot in a means that is satisfactory to the Engineering Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply.

4. Exterior Trash Collection Areas.

- a. The storage of trash and debris shall be limited to that produced by the principal permitted use and accessory uses on the lot.

- b. All exterior trash collection areas and the material contained therein shall be visually screened from view. The screening shall be completely opaque fence, wall, or other feature not exceeding a height of 10 ft. measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal. Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen. If a 10-foot height screen fails to shield the exterior trash collection area from view from the adjacent public right-of-way and neighboring properties, evergreen plantings may be required in addition to the screening. Evergreen plant material shall be selected and designed so that they screen the area from all off-site visibility within five (5) years.
- 5. Open Space. Open space in the PR Planned Residential District shall be provided in substantial compliance with the approved Conceptual Development Plan and Conceptual Landscape Plan.
- 6. Platting. Subdivision plats and improvement plans shall be submitted in accordance with Article 11 Land Subdivision, of the City of Dubuque Unified Development Code.
- 7. Site Plans. Final site development plans shall be submitted in accordance with Article 12 Site Plans and Article 13 Site Design Standards prior to construction of each building and vehicle-related feature unless otherwise exempted by Article 12.
- D. Sign Regulations
 - 1. Signs in the Planned Residential District shall be regulated in accordance with the R-4 Multi-Family Residential Zoning District sign regulations, Section 16-15-11.1 of the Unified Development Code.
 - 2. Variance requests from sign requirements for size, number, and height shall be reviewed by the Zoning Board of Adjustment in accordance with Section 16-8-6 of the Unified Development Code.

- E. Other Codes and Regulations
 - 1. Service Lines. All electric, telephone, cable, or other similar utility lines serving the building and other site features shall be located underground.
 - 2. The use of semi-trailers and shipping containers for storage is prohibited.
 - 3. These regulations do not relieve the owner from other applicable city, county, state, or federal codes, regulations, laws, and other controls relative to the planning, construction, operation, and management of property within the City of Dubuque.
- F. Transfer of Ownership. Transfer of ownership or lease of property in this PR Planned Residential District shall include the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.
- G. Modifications. Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Article 9-5 of the Unified Development Code.
- H. Occupancy Permits. No occupancy permit shall be issued by the City of Dubuque for property included in the subject planned unit development district until full compliance with this ordinance has been achieved.
- I. Recording. A copy of this ordinance shall be recorded at the expense of the property owner(s) with the Dubuque County Recorder a permanent record of the conditions accepted as part of this reclassification approval within thirty (30) days after the adoption of this ordinance. This ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 2. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved, and adopted this 6th day of November 2023.

/s/Brad M. Cavanagh, Mayor
 Attest: /s/Adrienne N. Breitfelder, City Clerk
 Published officially in the Telegraph Herald newspaper on the 10th day of November, 2023.
 /s/Adrienne N. Breitfelder, City Clerk

2. Second Amendment to Grant Agreement with Virtual Velocity, LLC for the Rehabilitation of 1199 Central Avenue: Motion by Sprank to receive and file the documents and adopt Resolution No. 371-23 Approving a Second

Amendment to Grant Agreement by and between the City of Dubuque, Iowa and Virtual Velocity, LLC, including the proposed issuance of urban renewal tax increment revenue obligations relating thereto, and providing for the publication of notice thereof. Seconded by Jones. Motion carried 7-0.

**RESOLUTION NO. 371-23
APPROVING A SECOND AMENDMENT TO
GRANT AGREEMENT BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA AND VIR-
TUAL VELOCITY, LLC, INCLUDING THE
PROPOSED ISSUANCE OF URBAN RE-
NEWAL TAX INCREMENT REVENUE OBLI-
GATIONS RELATING THERETO, AND
PROVIDING FOR THE PUBLICATION OF
NOTICE THEREOF**

Whereas, City and Virtual Velocity, LLC entered into a Grant Agreement, dated the 3rd day of October 2022, providing for a Façade Grant, a Planning & Design Grant, a Financial Consultant Grant, and a Housing Creation Grant; and

Whereas, the City Council, by Resolution No. 342-23, dated October 16, 2023, declared its intent to approve a Second Amendment to Grant Agreement by and between the City of Dubuque, Iowa and Virtual Velocity, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Second Amendment to Grant Agreement on November 6, 2023 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Second Amendment to Grant Agreement for redevelopment of the Property by Virtual Velocity, LLC, according to the terms and conditions set out in the Grant Agreement, is in the public interest of the City of Dubuque.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Second Amendment to Grant Agreement by and between the City of Dubuque, Iowa, and Virtual Velocity, LLC, a copy of which is [provided] hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Second Amendment to Grant Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Second Amendment to Agreement as herein approved.

Passed, approved, and adopted this 6th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Public Hearing - Purchase Agreement Approval for Partial Sale of Hendricks Site Property to Dubuque County and City Purchase of Dubuque County Owned Parking Lot: Motion by Roussell to receive and file the documents and adopt Resolution No. 372-23 Disposing of City interest in real property by deed to Dubuque County, Iowa and approving the acquisition real property owned by Dubuque County, Iowa by the City of Dubuque. Seconded by Farber. Dubuque County Auditor and Commissioner of Elections Kevin Dragotto thanked city staff for their work on the agreement and offered his availability for questions. City Council Members commended the project. Motion carried 7-0.

**RESOLUTION NO. 372-23
DISPOSING OF CITY INTEREST IN REAL
PROPERTY BY DEED TO DUBUQUE
COUNTY, IOWA AND APPROVING THE AC-
QUISITION REAL PROPERTY OWNED BY
DUBUQUE COUNTY, IOWA BY THE CITY
OF DUBUQUE**

Whereas, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 20th day of October, 2023, the City Council of the City of Dubuque, Iowa met on the 6th day of November, 2023, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Dubuque County, Iowa to consider the proposal for the sale of real estate described as:

City Lots 279, 280, 281, 282, according to the United States Commissioners Map of the Town of Dubuque, Iowa (the City Property); and

Whereas, Dubuque County is the owner of the following real described property:

City Lot 324 and the South 25' of City Lot 325 (the County Property); and

Whereas, City and Dubuque County have entered into an agreement (the Purchase Agreement), subject to the approval of the City Council of the City of Dubuque and the Board of Supervisors of Dubuque County, a copy of which is [provided] hereto, pursuant to which City will convey the City Property to Dubuque County and Dubuque County will convey the County Property to City; and

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written, to the proposal to convey such property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the conveyance of City of Dubuque real property described as City Lots 279, 280, 281, 282 according to the United States Commissioners Map to Dubuque County be and the same is hereby approved. Conveyance shall be by Special Warranty Deed.

Section 2. That the City of Dubuque be and is hereby authorized to accept a Special Warranty Deed from Dubuque County For the County Property.

Section 3. That the City Clerk be and is hereby authorized and directed to cause said Special Warranty Deed to be recorded in the office of the Dubuque County Recorder, together with a certified copy of this Resolution.

Section 4. That the City Clerk be and is hereby authorized and directed to record a certified copy of this resolution in the offices of the City Assessor and Dubuque County Auditor.

Passed, approved, and adopted this 6th day of November 2023.

Brad Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

ACTION ITEMS

1. Private and Publicly Owned Distribution System Water Main Pipe Materials: Motion by Resnick to receive and file the documents and approve the continued use of poly-vinyl chloride (PVC) and ductile iron pipe (DIP) for public drinking water mains privately or publicly owned- and-operated in the City of Dubuque, or as extended, with the intent to be connected to the City of Dubuque's water distribution system; and that the City of Dubuque continue to use the SUDAS Specification and Design Manual for water mains, adopted by City Council resolution 211-23 on July 5, 2023, as a uniform standard for design and installation; and suspend use of the Division 5 of the City of Dubuque SUDAS Supplemental standards as it pertains to Water Main materials specifically until such time as a formal review is conducted. Seconded by Roussell. Responding to a question from the City Council regarding a potential discrepancy, City Manager Van Milligen stated that the city's code of ordinances may contain conflicting language and that amendments to the code may be required. Motion carried 7-0.

2. Locations of Utilities within the Right of Way: Motion by Jones to receive and file the documents relating to engineering design standards for the placement of utilities within the public right-of-way (ROW) as outlined in the Iowa State Urban Design and Specifications (SUDAS) program. Seconded by Sprank. Responding to a question from the City Council, City Manager Van Milligen stated that this

resulted from the developers' roundtables and offers developers the option to install water mains under pavement. Motion carried 7-0.

3. Funding Affordable Connectivity Program (ACP) Website: Motion by Farber to receive and file the documents and approve the funding to support the Affordable Connectivity Program (ACP) website and hosting services, including analytics through December of 2024 in the amount of \$145,544.26. Seconded by Wethal. City Council Members summarized the previous outcomes of the ACP. Responding to a question from the City Council, City Manager Van Milligen stated that general fund savings from Fiscal Year 2023's budget will fund the program. Mr. Van Milligen summarized how general fund savings are carried over into the next fiscal year. Motion carried 7-0.

4. City Focus Magazine - Fall 2023 Issue: Motion by Sprank to receive and file the documents. Seconded by Wethal. City Council Members commended the publication. Motion carried 7-0.

5. Contacting City Council and City Staff Handouts: Motion by Wethal to receive and file the documents. Seconded by Jones. Motion carried 7-0.

6. Updated "New Housing Units Approved and/or Under Review" Handout: Motion by Sprank to receive and file the documents. Seconded by Wethal. City Council Members stated the importance of communicating the benefits of these incentives to state legislators. Motion carried 7-0.

7. 2023-2025 City Council Goals & Priorities Brochure: Motion by Resnick to receive and file the documents. Seconded by Farber. Motion carried 7-0.

8. Work Session Request: Waste Minimization Annual Report Presentation: Motion by Jones to receive and file the documents and schedule the work session for December 18, 2023, at 5:30 p.m. Seconded by Resnick. Motion carried 7-0.

9. Work Session Request: Carnegie-Stout Public Library Space Needs Assessment: Motion by Jones to receive and file the documents and schedule the work session for January 16, 2024, at 5:30 p.m. Seconded by Sprank. Motion carried 7-0.

10. Dubuque County Economic Development Update Video: Motion by Jones to receive and file the documents and view the video. Seconded by Resnick. Media Services showed a video update on the variety of economic

development projects currently underway in Dubuque County. The video can be viewed at: <https://youtu.be/NUsRtV8OIBA?si=hg-uJWCuwkBeiNSN>. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Roussell reported on attending the Indian Association of Dubuque's Diwali Festival of Lights; the NAACP Freedom Fund Banquet; a Cities Forward call with the city's partner city of Hermosillo, Mexico; Dubuque Main Street's awards banquet; the Grand River Center's 20th anniversary celebration and Dubuque Trees Forever's Lower Bee Branch tree planting event.

Council Member Sprank reported that the Pride Family Picnic received Dubuque Main Street's award for best annual event.

Council Member Jones reported that election day is occurring on November 7th. Mr. Jones also reported on his recent visit to the Boys & Girls Club of Greater Dubuque.

Council Member Resnick reported on the recent retirement of Public Works Director John Klostermann.

Council Member Wethal reported on serving as Mayor Pro Tem at Q Casino's groundbreaking event and the Grand River Center's 20th anniversary celebration. Ms. Wethal also reported on attending the NAACP Freedom Fund Banquet and the Indian Association of Dubuque's Diwali Festival of Lights.

Mayor Cavanagh reported on attending Bloomberg City Lab in Washington, D.C., where the topic of AI was extensively discussed.

CLOSED SESSION

Motion by Jones to convene in closed session at 8:04 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 10:09 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:00 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 5:30 p.m. on November 20, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session to receive an update on the Smart Traffic Routing with Efficient & Effective Traffic System (STREETS).

WORK SESSION

Smart Traffic Routing with Efficient & Effective Traffic System (STREETS)

Chandra Ravada, Director of Transportation, Planning, and Transit Services for the East Central Intergovernmental Association (ECIA) made introductory remarks. Joseph Brahm, Project Manager for Parsons Transportation Group, Inc. and Matthew Nam, President of Aimsun Inc., made a presentation on the progress of STREETS. Ehsan Bagheri and Ranjit Gopal of Parsons Transportation Group, Inc. conducted a virtual demonstration of the system. Responding to questions from the City Council, the presenters stated that the system will have a two-way interface with Google Maps and that the system focus is on altering the timing of green lights and left turns. Responding to a question regarding the system's security, the presenters stated that certain user privileges will be assigned to specific users and that security scans are conducted on a set schedule.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:30 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

**CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION
OFFICIAL**

The Dubuque City Council met in regular session at 6:30 p.m. on November 20, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a regular session of the City Council called for the purpose of conducting such business that may properly come before the City Council.

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. Iowa Storm Water Educational Partnership 2023 Water Warrior of the Year Recognition: City Engineer Gus Psihoyos recognized former Civil Engineer, now Water & Resource Recovery Center Director, Deron Muehring as one of the 2023 Water Warriors of the year by the Iowa Storm Water Educational Partnership.

CONSENT ITEMS

Iowa State Representative Chuck Isenhardt, 1655 Kaufmann Ave. requested Item No. 22 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated except for Item No. 22. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of November 6, 2023; Civil Service Commission of November 8, 2023; Library Board of Trustees Update of October 26, 2023; Zoning Advisory Commission of November 1, 2023; Zoning Board of Adjustment of November 2, 2023; Proof of Publication for City Council Proceedings of October 2 and October 16, 2023. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Abigail Handke for vehicle damage; Mary LeGrand and David Smith for property damage; District 20 Supply Co./Dennis Noel for vehicle damage; Donovan Tann for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Arius Burns and Hayle Johnson for property damage; Abigail Handke for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 373-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

RESOLUTION NO. 373-23

AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-City Treasurer shall keep an accurate account of all disbursements, money, or property, specifying date, to whom, and from what fund paid; and

Whereas, the invoices, presented by those firms and persons providing such goods and services have been pre-audited by Finance Department personnel in accordance with generally accepted internal control procedures and have been determined to have been requisitioned for a lawful municipal purpose; and

Whereas, the Chief Financial Officer-City Treasurer has provided a list of Expenditures [provided] hereto, and by this reference made a part hereof, to be drawn to pay for goods and services provided for City purposes; and

Whereas, the City Council of the City of Dubuque has heretofore, by Resolution 142-18 adopted May 7, 2018, authorized the Chief Financial Officer-City Treasurer to issue checks in payment of certain expenditures known as Exception Expenditures prior to City Council approval and such list is [provided] hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The Chief Financial Officer-City Treasurer is hereby authorized to issue payment for goods and services provided for City purposes in response to the purchase orders and contracts issued in compliance with state and municipal code requirements as requested by designated requisitioning authorities in accordance with approved budget appropriations.

Section 2. In accordance with Iowa Code Section 372.13(6), the City Clerk and Chief Financial Officer are hereby authorized and

directed to provide the statement of receipts and disbursements to the City Council, and to publish a summary thereof.

Passed, approved, and adopted this 20th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Fiscal Year 2023 State of Iowa Annual Financial Report: Upon motion the documents were received, filed, and approved.

6. Notice of Application for Older Adult Home Modification Program Grant: Upon motion the documents were received and filed, and Resolution No. 374-23 Authorizing the Housing and Community Development Director to execute an application for the Older Adult Home Modification Grant and authorizing the Housing and Community Development Director and the City Manager to approve the application was adopted.

**RESOLUTION NO. 374-23
AUTHORIZING THE HOUSING AND COMMUNITY DEVELOPMENT DIRECTOR TO EXECUTE AN APPLICATION FOR THE OLDER ADULT HOME MODIFICATION GRANT AND AUTHORIZING THE HOUSING AND COMMUNITY DEVELOPMENT DIRECTOR AND THE CITY MANAGER TO APPROVE THE APPLICATION**

Whereas, the U.S. Department of Housing and Urban Development released funding for a new year of Older Adult Home Modification Grants; and

Whereas, the City of Dubuque currently participates in this grant funding and has assisted several residents over the age of 62 age safely in place; and

Whereas, the City of Dubuque would benefit from continuing the Older Adult Home Modification Program to assist more of our aging population safely age in their current home.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE IOWA:

Section 1: That the Housing and Community Development Director is hereby authorized and directed to apply for the Older Adult Home Modification Grant; and

Section 2: That the City Manager and the Housing and Community Development Director are hereby authorized to approve the application that is submitted to the U.S. Department of Housing and Urban Development; and

Section 3: That the City Manager and the Housing and Community Development Director are hereby authorized and directed to take all actions necessary to complete the negotiation process that follows the application.

Passed, approved, and adopted this 20th day of November 2023.

Brad Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

7. First Amendment to Community Development Block Grant (CDBG) Subrecipient Agreement between the City of Dubuque and Dubuque Community Schools: Upon motion the documents were received and filed, and Resolution No. 375-23 Authorizing the First Amendment to the CDBG Subrecipient Agreement between the City of Dubuque and Dubuque Community Schools was adopted.

**RESOLUTION NO. 375-23
AUTHORIZING THE FIRST AMENDMENT TO THE CDBG SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF DUBUQUE AND DUBUQUE COMMUNITY SCHOOLS**

Whereas, the City of Dubuque and Dubuque Community Schools entered into a CDBG Subrecipient Agreement dated September 18, 2023 with respect to improve the quality of a public facility at 555 Nevada Street, Lincoln Elementary School; and

Whereas, the parties desire to modify the Subrecipient Agreement as set out in the First Amendment to the Subrecipient Agreement [provided] hereto; and

Whereas, the Dubuque Community Schools services provided will be to a minimum of 51% low moderate-income area, meeting the CDBG National Objective of Low/Mod-Income Housing benefit, and eligible activity of 03F: Parks, Recreational Facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the First Amendment to the CDBG Subrecipient Agreement be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized to execute the First Amendment to the CDBG Subrecipient Agreement.

Section 3. That the Mayor of the City of Dubuque is hereby authorized and directed to designate the City Manager or the Housing and Community Development Department Director to execute all related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 20th day of November 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

8. Close Out of Agreement 07-EZ-021 for Cottingham & Butler Insurance Services, Inc.: Upon motion the documents were received and filed.

9. Signed Contract(s): Memorandum of Lease with Respect to Lot 1 of Chaplain Schmitt Island; Memorandum of Lease with Respect to Lots 2 and 3 of Chaplain Schmitt Island; Amendment No. 1 to Professional Services Agreement with WHKS & Co. for the Burlington St. Water Main Improvement Project. Upon motion the documents were received and filed.

10. Nordstrom Property Tax Appeal Stipulation of Settlement Notice: Senior Counsel transmitting notice of a stipulation of settlement for a property tax appeal filed by Nordstrom, Parcel No. 1029300009. Upon motion the documents were received and filed.

11. Accepting the Deed to Dubuque County Owned Parcel, 1119358006: Upon motion the documents were received and filed, and Resolution No. 376-23 Accepting the Deed to Real Property conveyed by Dubuque County, Iowa to the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 376-23
ACCEPTING THE DEED TO REAL PROPERTY
CONVEYED BY DUBUQUE COUNTY,
IOWA TO THE CITY OF DUBUQUE, IOWA**

Whereas, Dubuque County is the owner of the following real described property:

City Lots Lot 2 of Lot 28, Lot 2 of Lot 29, Lot 2 of Lot 30, Lot 2 of Lot 31, Lot 2 of Lot 32, Lot 2 of Lot 33, Lot 2 of Lot 34, Lot 2 of Lot 35, Lot 2 of Lot 36, Lot 2 of Lot 37, and Lot 2 of Lot 38 all of Block 17 in Dubuque Harbor Improvement Company Addition in the City of Dubuque, Iowa (the County Property); and

Whereas, City and Dubuque County have entered into the Purchase Agreement pursuant to which Dubuque County will convey the County Property to City; and

Whereas, the terms of the Purchase Agreement have been fulfilled.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA AS FOLLOWS:

Section 1. The Special Warranty Deed from Dubuque County for the County Property is hereby accepted.

Section 2. That the City Clerk be and is hereby authorized and directed to cause said Special Warranty Deed to be recorded in the office of the Dubuque County Recorder, together with a certified copy of this Resolution.

Section 3. That the City Clerk be and is hereby directed to forward a copy of this Resolution to the Dubuque County Assessor and the Dubuque County Auditor.

Passed, approved, and adopted this 20th day of November 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breifelder, City Clerk

12. Plaza 20 Frontage Road - Transfer of Roadway Jurisdiction: Iowa DOT Agreement No. 2024-TJ-002; Iowa DOT Project No. TJ-020-9(281)--2M-31: Upon motion the documents were received and filed, and Resolution No. 377-23 Approving the Transfer of Roadway Jurisdiction Agreement (Agreement No. 2024-TJ-002) with the Iowa Department of Transportation for the Plaza 20 Frontage Road was adopted.

**RESOLUTION NO. 377-23
APPROVING THE TRANSFER OF ROADWAY
JURISDICTION AGREEMENT
(AGREEMENT NO. 2024-TJ-002) WITH THE
IOWA DEPARTMENT OF TRANSPORTATION
FOR THE PLAZA 20 FRONTAGE
ROAD**

Whereas, the City has been collaborating with the Iowa Department of Transportation (Iowa DOT) on the closure of the Plaza 20 Frontage at the Devon Drive / U.S. 20 intersection; and

Whereas, it was discovered that the Plaza 20 Frontage Road was never officially transferred to the City following its original construction; and

Whereas, the City and Iowa DOT agreed as part of the process to close the Plaza 20 Frontage, the City and Iowa DOT would address the right-of-way and the road jurisdiction for the portion of the frontage road lying south of U.S. 20, from Devon Drive easterly for a length of approximately 700 ft.; and

Whereas, Iowa DOT shall be responsible for surveying, replating, and shall transfer to the City by quit-claim deed all its legal or equitable title or interest in the right-of-way of the Plaza 20 Frontage Road segment described in the Transfer of Roadway Jurisdiction Agreement; and

Whereas, City agrees to formally accept the Plaza 20 Frontage Road segment, per said quit-claim deed, pursuant to Iowa Code Section 306.42, into its road network system and continue to maintain the road segment in accordance with all applicable laws, regulations, and administrative rules.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, THAT:

Section 1. That said Transfer of Roadway Jurisdiction Agreement (Agreement No. 2024-TJ-002) with the Iowa Department of Transportation for the acceptance of the Plaza 20 Frontage Road into the City's road network system is hereby approved.

Section 2. That the Mayor be authorized and directed to execute the Transfer of Roadway Jurisdiction Agreement (Agreement No. 2024-TJ-002) with the Iowa Department of Transportation.

Passed, approved, and adopted this 20th day of November 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

13. ImOn Ice Arena - Dehumidification, HVAC, Generator Set System Design Approve Professional Consultant Services Contract: Upon motion the documents were received and filed, and Resolution No. 378-23 Approving Professional Services Consultant Contract with Nelson-Rudie & Associates, Inc. to complete the preliminary and final engineering design for the development of a project for the installation of a new replacement dehumidification system, a new arena HVAC and emergency generator system at the ImOn Ice Arena was adopted.

**RESOLUTION NO. 378-23
APPROVING PROFESSIONAL SERVICES
CONSULTANT CONTRACT WITH NELSON-
RUDIE & ASSOCIATES, INC. TO COM-
plete the PRELIMINARY AND FINAL EN-
GINEERING DESIGN FOR THE DEVELOP-
MENT OF A PROJECT FOR THE INSTALLA-
TION OF A NEW REPLACEMENT DEHUMID-
IFICATION SYSTEM, A NEW ARENA HVAC
AND EMERGENCY GENERATOR SYSTEM
AT THE IMON ICE ARENA**

Whereas, the City solicited competitive proposals from qualified consulting engineering firms to determine interest and capabilities to complete preliminary and final engineering design services; and

Whereas, the City Council concurred with the Consultant Selection Committee's recommendation in the selection of Nelson-Rudie & Associates, Inc. as the first-ranked Consultant; and

Whereas, the City Council authorized the City Engineer to initiate contract negotiations for Professional Consultant Services; and

Whereas, the City in collaboration with Nelson-Rudie & Associates, Inc., developed a consultant scope of work and a negotiated fee for services in the amount of \$140,800 for Professional Consultant Services to complete the preliminary and final engineering design for the development of a project for the installation of a new replacement dehumidification system, a new arena HVAC and emergency generator system at the Imon Ice Arena.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, THAT:

Section 1. That said Professional Services Consultant Contract with Nelson-Rudie & Associates, Inc. to complete the preliminary and final engineering design for the development of a project for the installation of a new replacement dehumidification system, a new arena HVAC and emergency generator system at the Imon Ice Arena is hereby approved.

Section 2. The City Manager is authorized and directed to execute the Professional Services Consultant Contract with Nelson-Rudie & Associates, Inc.

Passed, approved, and adopted this 20th day of November 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

14. 2022 Boating Infrastructure Tier 1 Grant - Dredge Dubuque Marina: Approve Iowa Department of Natural Resources Subrecipient Grant Agreement - Iowa DNR Agreement No. 24CRDFBGSCO-0002; USFWS Agreement No. F23AP03493: Upon motion the documents were received and filed, and Resolution No. 379-23 Approving a 2022 Boating Infrastructure Tier 1 Grant Subrecipient Agreement (Agreement No. 24CRDFBGSCO-0002) with the Iowa Department of Natural Resources to assist with maintenance dredging at Dubuque Marina was adopted.

**RESOLUTION NO. 379-23
APPROVING A 2022 BOATING INFRA-
STRUCTURE TIER 1 GRANT SUBRECIPI-
ENT AGREEMENT (AGREEMENT NO.
24CRDFBGSCO-0002) WITH THE IOWA
DEPARTMENT OF NATURAL RESOURCES
TO ASSIST WITH MAINTENANCE DREDG-
ING AT DUBUQUE MARINA**

Whereas, on August 7, 2023, per Resolution 248-23, the City Council authorized staff to submit the 2022 Boating Infrastructure (BIG) Tier 1 Grant application to the Iowa DNR for dredging Dubuque Marina to provide transient boaters, and boaters who operate vessels 26 ft. or larger, access to docking and safe harbor facilities; and

Whereas, on November 3, 2023, the City received the Notice of Award from the Iowa DNR for the 2022 BIG Tier 1 Grant in the amount of \$200,000; and

Whereas, on November 9, 2023, the Iowa DNR Commission approved the 2022 BIG Tier 1 Subrecipient Grant Agreement with the City of Dubuque; and

Whereas, the City will be responsible for the lead agency role for administering the federal 2022 BIG Tier 1 grant; and

Whereas, Dubuque Marina has agreed to contribute the \$117,500 local match funds as committed to in the original grant application.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, THAT:

Section 1. That said 2022 BIG Tier 1 Subrecipient Grant Agreement (Agreement No. 24CRDFBGSCO-0002) with the Iowa Department of Natural Resources to assist with funding to perform maintenance dredging at Dubuque Marina is hereby approved.

Section 2. That the Mayor be authorized and directed to execute the 2022 BIG Tier 1 Subrecipient Grant Agreement (Agreement No. 24CRDFBGSCO-0002) with the Iowa Department of Natural Resources.

Passed, approved, and adopted this 20th day of November 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

15. Funding Agreement Between City and Dubuque Marina, Inc. 2022 Boating Infrastructure Tier 1 Grant - Dredge Dubuque Marina: Upon motion the documents were received and filed, and Resolution No. 380-23 Approving the Funding Agreement between the City of Dubuque and Dubuque Marina, Inc. for the 2022 Boating Infrastructure Tier 1 Grant Agreement for maintenance dredging at Dubuque Marina was adopted.

**RESOLUTION NO. 380-23
APPROVING THE FUNDING AGREEMENT
BETWEEN THE CITY OF DUBUQUE AND
DUBUQUE MARINA, INC. FOR THE 2022
BOATING INFRASTRUCTURE TIER 1
GRANT AGREEMENT FOR MAINTENANCE
DREDGING AT DUBUQUE MARINA**

Whereas, City staff met with Dubuque Marina, Inc. to review the river bottom bathymetric survey contour maps, evaluate maintenance dredging needs, and prioritize maintenance dredging locations based on current operational challenges for safe harbor access for recreational and transient boat navigational access; and

Whereas, Dubuque Marina, Inc. requested and identified the location to be dredged utilizing the 2022 BIG Tier 1 Grant funding; and

Whereas, on August 7, 2023, per Resolution 248-23, the City Council authorized staff to submit the 2022 BIG Tier 1 Grant application to the Iowa DNR for dredging Dubuque Marina to provide transient boaters, and boaters who operate vessels 26 ft. or larger, access to docking and safe harbor facilities; and

Whereas, on November 3, 2023, the City received the Notice of Award from the Iowa DNR for the 2022 BIG Tier 1 Grant in the amount of \$200,000; and

Whereas, on November 9, 2023, the Iowa DNR Commission approved the 2022 BIG Tier 1 Subrecipient Grant Agreement with the City of Dubuque; and

Whereas, Dubuque Marina, Inc. has provided a letter of support dated July 31, 2023, for the 2022 BIG Tier 1 Grant, and has agreed to provide \$117,500 as local match funds toward dredging at the Dubuque Marina; and

Whereas, City and Dubuque Marina, Inc. now desire to enter into a Funding Agreement to perform maintenance dredging at the Dubuque Marina.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That said Funding Agreement between City and Dubuque Marina, Inc. for the partnership agreement to provide the required local match funding for the 2022 BIG Tier 1 Grant to perform maintenance dredging at Dubuque Marina is hereby approved.

Section 2. That the City Manager be authorized and directed to execute said Funding Agreement between City and Dubuque Marina, Inc. for the partnership agreement to provide the required local match funding for the 2022 BIG Tier 1 Grant to perform maintenance dredging at Dubuque Marina.

Passed, adopted, and approved this 20th day of November 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

16. RAISE Infrastructure Planning Grant - Engineering Design and NEPA / Environmental Project Development - Recommend Approval of USDOT Grant Funding Agreement - Iowa DOT Project No. EDP-2100 (705) --7Y-31: Upon motion the documents were received and filed, and Resolution No. 381-23 Approving a Grant Funding Agreement with the U.S. Department of Transportation for a Raise Infrastructure Planning Grant was adopted.

**RESOLUTION NO. 381-23
APPROVING A GRANT FUNDING AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR A RAISE INFRASTRUCTURE PLANNING GRANT**

Whereas, the City was awarded \$2.28 million in U.S. Department of Transportation RAISE Planning Grant funds to assist with the planning and design of multimodal transportation corridors for the project entitled "Building Bridges to Employment and Equity (B2E2)"; and

Whereas, through the award of the RAISE Infrastructure Planning Grant, Federal regulations require the execution of a Grant Funding Agreement; and

Whereas, pursuant to the terms of the Grant Funding Agreement, applicable statutes, and administrative rules, the U.S. Department of Transportation agrees to provide RAISE grant funding (\$2.28 million) to the Iowa DOT, as the pass-through agency to the City for the authorized and approved costs for eligible items associated with the B2E2 project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, THAT:

Section 1. That said Grant Funding Agreement with the U.S. Department of Transportation to provide RAISE grant funding (\$2.28 million) to the City for the authorized and

approved costs for eligible items associated with the B2E2 project is hereby approved.

Section 2. That the Mayor be authorized and directed to execute the Grant Funding Agreement with the U.S. Department of Transportation.

Passed, approved, and adopted this 20th day of November 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

17. RAISE Infrastructure Planning Grant - Engineering Design and NEPA / Environmental Project Development - Recommend Approval of Iowa DOT Federal-Aid Funding Agreement: Iowa DOT Agreement No. 6-23-RAISE-037; Iowa DOT Project No. EDP-2100 (705) --7Y-31: Upon motion the documents were received and filed, and Resolution No. 382-23 Approving a Federal-Aid Funding Agreement (6-23-RAISE-037) with the Iowa Department of Transportation for a RAISE Infrastructure Planning Grant was adopted.

**RESOLUTION NO. 382-23
APPROVING A FEDERAL-AID FUNDING
AGREEMENT (6-23-RAISE-037) WITH THE
IOWA DEPARTMENT OF TRANSPORTA-
TION FOR A RAISE INFRASTRUCTURE
PLANNING GRANT**

Whereas, the City was awarded \$2.28 million in U.S. Department of Transportation RAISE Planning grant funds to assist with the planning and design of multimodal transportation corridors for the project entitled "Building Bridges to Employment and Equity (B2E2)"; and

Whereas, through the award of the RAISE Infrastructure Planning Grant, Federal regulations require Federal funds pass through and be administered by the Iowa Department of Transportation; and

Whereas, pursuant to the terms of the Federal-Aid Funding Agreement, applicable statutes, and administrative rules, the Iowa Department of Transportation agrees to provide RAISE grant funding (\$2.28 million) to the City for the authorized and approved costs for eligible items associated with the B2E2 project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, THAT:

Section 1. That said Federal-Aid Funding Agreement (Agreement No. 6-23-RAISE-037) with the Iowa Department of Transportation to provide RAISE grant funding (\$2.28 million) to the City for the authorized and approved costs for eligible items associated with the B2E2 project is hereby approved.

Section 2. That the Mayor be authorized and directed to execute the Federal-Aid Funding Agreement

(Agreement No. 6-23-RAISE-037) with the Iowa Department of Transportation.

Passed, approved, and adopted this 20th day of November 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

18. Destination Iowa Outdoor Recreation Fund Grant Amendment 1 Approval for the Iowa Amphitheater on Schmitt Island: Upon motion the documents were received, filed, and approved.

19. Granger Creek Lift Station Project (Project #558150009) - State and Tribal Assistance Grant (STAG) Application: Upon motion the documents were received, filed, and approved.

20. Plat of Survey of ISAAC Hanna 2nd Addition: Upon motion the documents were received and filed, and Resolution No. 383-23 Approving the Plat of Survey for Isaac Hanna 2nd Addition in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 383 - 23
APPROVING THE PLAT OF SURVEY FOR
ISAAC HANNA 2nd ADDITION IN THE CITY
OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Plat of Survey ISAAC Hanna 2nd Addition in the City of Dubuque, Iowa; and

Whereas, said Plat of Survey has been examined by the Zoning Advisory Commission and its approval has been endorsed thereon; and

Whereas, said Plat of Survey has been examined by the City Council and they find that it conforms to the statutes and ordinances relating thereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Plat of Survey for ISAAC Hanna 2nd Addition is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Plat of Survey.

Passed, approved, and adopted this 20th day of November 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

21. Plat of Survey of Weber Acres 2nd Addition: Upon motion the documents were received and filed, and Resolution No. 384-23 Approving the Plat of Survey for Weber Acres 2nd Addition in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 384-23
APPROVING THE PLAT OF SURVEY FOR
WEBER ACRES 2ND ADDITION IN THE CITY
OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Plat of Survey Weber Acres 2nd Addition in the City of Dubuque, Iowa; and

Whereas, said Plat of Survey has been examined by the Zoning Advisory Commission and its approval has been endorsed thereon; and

Whereas, said Plat of Survey has been examined by the City Council and they find that it conforms to the statutes and ordinances relating thereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Plat of Survey for Weber Acres 2nd Addition is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Plat of Survey.

Passed, approved, and adopted this 20th day of November 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breifelder, City Clerk

22. 2024 State Legislative Priorities: Representative Isenhardt summarized a letter he addressed to the City Council detailing various legislative initiatives that may be relevant to the City Council's state legislative priorities, including legislation he has drafted that defines cities roles within United States Fish and Wildlife Service acts. Representative Isenhardt also requested the City Council consider certain federal legislative priorities, including increased support for the Recovering America's Wildlife Act. Motion by Resnick to receive and file the documents and approve the 2024 State Legislative Priorities. Seconded by Farber. Motion carried 7-0.

23. Certified List – Firefighter-Paramedic/Firefighter-EMT: Civil Service Commission submitted the certified list for the position of Firefighter-Paramedic/Firefighter- EMT. Upon motion the documents were received, filed, and made a matter of record.

November 8, 2023

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, an examination for the position of Firefighter-Paramedic / Firefighter-EMT was administered virtually (via @home testing) on October 24, 2023 and in-person on October 25, 2023. We hereby certify that the individuals listed below have passed this examination and the vacancy for this position should be made from this list and that this list is good for twelve (12) months from the above date.

Firefighter-Paramedic / Firefighter-EMT

1. Joseph Billmyer, 2. Tyler Coble, 3. Lucas Drazkowski, 4. Benjamin Dugger, 5. Hunter Egan, 6. Lucas Fox, 7. Chad Genthe, 8. Josh Hora, 9. Jeremy Hubanks, 10. Alex Hudson, 11. Joshua Kuepers, 12. Cayden Long, 13. Tyler Lyons, 14. Erick Pagan, 15. Bergen Perry, 16. Nathan Phelan, 17. Ethan Senesac, 18. Justin Steckel, 19. Tyler Vorwald

Respectfully submitted,
Civil Service Commissioner

24. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 385-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 385-23
APPROVING APPLICATIONS FOR RETAIL
ALCOHOL LICENSES, AS REQUIRED BY
CITY OF DUBUQUE CODE OF ORDINANCES
TITLE 4 BUSINESS AND LICENSE
REGULATIONS, CHAPTER 2 LIQUOR CONTROL,
ARTICLE B LIQUOR, BEER AND WINE
LICENSES AND PERMITS**

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications

E.J.'s Whine Shop, 955 Washington St. Suite 105A

EL1 Dubuque, 555 John F. Kennedy Rd. Suite 415

Renewals

Big 10 Mart Car Wash, 1875 John F. Kennedy Rd.

Bridge Restaurant The, 31 Locust St.

Fuel Express Food Mart, 250 West 1st St.

Grand Harbor Resort & Water Park, 350 Bell St.

Happy's Place, 2323 Rockdale Rd.

Holiday Inn, Five Flags, 450 Main St.

Hotel Julien Dubuque, 200 Main St.

Next Phase Bar, 1700 Central Ave.
Pepper Sprout, Inc., 378 Main St.
Your Pie, 806 Wacker Dr. Suite 100

Special Event(s) per Special Event Application Submittal

The Mini Bar- Christmas on the Square – 11-23-23 to 11-27-23, Bluff St. from 3rd to 5th St. and 4th St. end to Bluff St.

Wicked River – 11-30-23 to 12-4-23, East 10th St. from Jackson to Washington Sts. and Caradco Courtyard

Passed, approved, and adopted this 20th day of November 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

ITEMS SET FOR PUBLIC HEARING

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 7-0.

1. Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.4: Upon motion the documents were received and filed and Resolution No. 386-23 Authorizing and directing the City Manager to prepare an Amended and Restated Urban Renewal Plan, Version 2023.4 for the Greater Downtown Urban Renewal District and setting the date for a public hearing and consultation on the proposed Amended and Restated Urban Renewal Plan, Version 2023.4 for said district was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 18, 2023 in the Historic Federal Building.

**RESOLUTION NO. 386-23
AUTHORIZING AND DIRECTING THE CITY
MANAGER TO PREPARE AN AMENDED
AND RESTATED URBAN RENEWAL PLAN,
VERSION 2023.4 FOR THE GREATER
DOWNTOWN URBAN RENEWAL DISTRICT
AND SETTING THE DATE FOR A PUBLIC
HEARING AND CONSULTATION ON THE
PROPOSED AMENDED AND RESTATED
URBAN RENEWAL PLAN, VERSION 2023.4
FOR SAID DISTRICT**

Whereas, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the "Plan" of "Urban Renewal Plan") for the Greater Downtown Urban Renewal District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the Urban Renewal Plan; and

Whereas, City staff has recommended that the Urban Renewal Plan be further amended and restated to add projects to the public purpose activities in the District specifically and

previously approved tax increment financing rebates related to development agreements; and

Whereas, Iowa Code Chapter 403 requires that before an Urban Renewal Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan, Version 2023.4 for the Greater Downtown Urban Renewal District to accomplish the foregoing purposes and objectives, to include in such Amended and Restated Urban Renewal Plan, Version 2023.4 any appropriate project activities and details, to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed Amended and Restated Plan, Version 2023.4.

Section 2. That the City Clerk is directed to publish notice of a public hearing on the adoption of an Amended and Restated Urban Renewal Plan, Version 2023.4 for the Greater Downtown Urban Renewal District to be held on the 18th day of December, 2023, at 6:30 p.m. in the form [provided] hereto. The notice of said hearing shall generally identify the areas covered by the proposed Amended and Restated Urban Renewal Plan, Version 2023.4 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Director is directed to send by ordinary mail a copy of the proposed Amended and Restated Urban Renewal Plan, Version 2023.4, the notice of public hearing, a notice of consultation, and, to the extent the Amended and Restated Urban Renewal Plan, Version 2023.4 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District Board of Education and Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved, and adopted this 20th day of November, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

BOARDS/COMMISSIONS

1. Boards and Commission Applicant Review: Applications were reviewed for the following Boards and Commissions. Applicants were invited to address the City Council regarding their desire to serve on the following Boards/Commissions.

i. Cable Television Commission: One, 3-Year Term through July 1, 2026 (Vacant Term of Heidenreich). Applicant: Georgina Guerrero, 245 Princeton Pl. Mayor Cavanagh stated that Ms. Guerrero submitted written input to the City Council in support of her application.

PUBLIC HEARINGS

1. Amending South Pointe Planned Unit Development: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Planning Services Director Wally Wernimont provided a staff report and responded to questions regarding parking requirements, site plan reviews, and Planned Unit Development (PUD) amendments. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 47-23 Amending Title 16 of the City of Dubuque Code of Ordinances Unified Development Code by rescinding Ordinance 39-18 which provides regulations for the South Pointe PUD Planned Unit Development District with a Planned Residential Designation and now being amended to modify lot coverage and setback requirements for townhouse dwellings. Seconded by Wethal. Motion carried 7-0.

ORDINANCE NO. 47-23

AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES UNIFIED DEVELOPMENT CODE BY RESCINDING ORDINANCE 39-18 WHICH PROVIDES REGULATIONS FOR THE SOUTH POINTE PUD PLANNED UNIT DEVELOPMENT DISTRICT WITH A PLANNED RESIDENTIAL DESIGNATION AND NOW BEING AMENDED TO MODIFY LOT COVERAGE AND SETBACK REQUIREMENTS FOR TOWNHOUSE DWELLINGS

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by rescinding Ordinance 39-16 which provides regulations for a Planned Unit Development District with a Planned Commercial District designation for

South Pointe, and now being amended to modify lot coverage and setback requirements for townhouse dwellings.

As shown in Exhibit 1, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. [provided] hereto and made a part of this zoning reclassification approval is the Conceptual Development Plan for the South Pointe Planned Unit Development marked Exhibit 1. It is recognized that minor shifts or modifications to the general plan layout may be necessary and compatible with the need to acquire workable street patterns, grades, and usable building sites. The general plan layout, including the relationship of land uses to the general plan framework and the development requirements shall be used as the implementation guide.

A. Use Regulations

Zone A: General Purpose and Description: Zone A is intended to provide building lots for single-family detached dwellings and accessory structures as well as park and open space.

1. Development of property within Zone A of the South Pointe Planned Unit Development shall be regulated by Section 16-5-2 of the City Code, R-1 Single-Family Residential.

Zone B: General Purpose and Description: Zone B is intended to provide building lots for multi-Family Residential dwellings including two-unit and three-unit laterally attached dwellings and accessory structures.

1. Development of property with Zone B of the South Pointe Planned Unit Development shall be regulated by Section 16-5-5 of the Unified Development Code, R-3 Moderate Density Multi-Family Residential, except that lots with townhomes and duplexes are allowed 50 percent maximum lot coverage, 10-foot front yard and rear yard setbacks. Open decks are allowed a 2-foot rear yard setback, but may not encroach on access and utility easements.

Zone C: General Purpose and Description: Zone C is intended to provide space for commercial businesses to serve South Pointe and the surrounding community.

1. Development of property within Zone C of the South Pointe Planned Unit Development shall be regulated by the provisions of Section 16-5-11 of the Unified Development Code, C-2 Neighborhood Shopping Center District.

B. Bulk Regulations

Development of land within Zones A, B and C shall be regulated as follows:

Zone A	Min Lot Area (square feet)	Min Lot Frontage (feet)	Max Lot Coverage (% lot area)	Setbacks				Max Height (feet)
				Front (feet)		Min Side (feet)	Min Rear (feet)	
				Min	Max			
Permitted Uses								
Place of religious exercise or assembly, School	20,000	100	40	20	---	20	20	75 ¹
Single-family detached dwelling	5,000	50	40	20	50	6	20	30
Conditional Uses								
Bed and breakfast home	5,000	50	40	20	50	6	20	30
Licensed adult day services, Licensed child care center	5,000	50	40	20	---	6	20	30
Mortuary, funeral home or crematorium	20,000	100	40	20	---	20	20	30

¹ May be erected to a height not exceeding 75 feet, provided that such buildings shall provide at least one additional foot of yard space on all sides for each additional foot by which such building exceeds the maximum height limit of the district in which it is located.

Zone B	Min Lot Area (square feet)	Min Lot Frontage (feet)	Max Lot Coverage (% lot area)	Setbacks				Max Height (feet)
				Front (feet)		Min Side (feet)	Min Rear (feet)	
				Min	Max			
Permitted Uses								
Multiple-family (six du max)	2,000/du	50	40	20	---	4	20	30
Place of religious exercise or assembly, School	20,000	100	40	20	---	20	20	75 ¹
Single-family detached dwelling	5,000	50	40	20	50	4	20	30
Townhouse (six du max)	1,600/du	16/du	50	10	---	4/0	10	30
Two-family dwelling	5,000	50	50	10	50	4	10	30
Conditional Uses								
Individual zero lot line dwelling	5,000	50	40	20	50	10/0	20	30
Bed and breakfast home	5,000	50	40	20	50	4	20	30
Group home	5,000	50	40	20	---	4	20	30
Hospice	5,000	50	40	20	---	4	20	30
Housing for the elderly or disabled	20,000	100	40	20	---	20	20	30
Licensed adult day services, Licensed child care center	5,000	50	40	20	---	4	20	40
Mortuary, funeral home or crematorium	20,000	100	40	20	---	20	20	30
Nursing or convalescent home	20,000	100	40	20	---	20	20	30
Off-premise residential garage	---	---	---	20	---	4	6	15
Rooming or boarding house	5,000	50	40	20	---	4	20	30

¹ May be erected to a height not exceeding 75 feet, provided that such buildings shall provide at least one additional foot of yard space on all sides for each additional foot by which such building exceeds the maximum height limit of the district in which it is located.

Zone C	Min Lot Area (square feet)	Min Lot Frontage (feet)	Max Lot Coverage (% lot area)	Setbacks				Max Height
				Front (feet)		Min Side ² (feet)	Min Rear ³ (feet)	
				Min	Max			
All Uses	---	---	---	10 ¹	---	---	---	30

¹ Minimum 20 feet for garages facing a street.

² When abutting a residential or office-residential district, a 20 foot side setback is required.

³ When abutting a residential or office-residential district, a 20 foot rear setback is required.

C. Parking and Loading Regulations

1. The number, size and design of parking spaces shall be governed by applicable provisions in Articles 13 and 14 of the City of Dubuque Unified Development Code.
2. The number, size and design and location of parking spaces designated for persons with disabilities shall be according to the local, state, or federal requirements in effect at the time of development.
3. The location and number of private driveway intersections with public streets shall be reviewed and approved by the City Engineer.

D. Sign Regulations

1. Applicability of City of Dubuque Ordinances: The provisions of the City of Dubuque Unified Development Code Article 15 Signs shall apply unless further regulated by this section.
2. Signage for development zones within the South Pointe Planned Unit Development shall be regulated as follows:
 - a. Within Zone A, Sign Regulations for the R-1 Single-Family Residential District, Section 16-15-11.1 of the Unified Development Code, shall be followed.
 - b. Within Zone B, Sign Regulations for the R-3 Moderate Density Multi-Family Residential District, Section 16-14-11.1 of the Unified Development Code, shall be followed.
 - c. Within Zone C, Sign Regulations for the C-3 Neighborhood Shopping Center District, Section 16-156-11.6 of the Unified Development Code, shall be followed.
3. Off-Premise Signs: Off-premise signs shall be prohibited.
4. Variances: Variances from sign requirements for size, number, and height may be requested. Such variances shall be reviewed by the Zoning Board of Adjustment in accordance with Article 8-6 of the Unified Development Code.

E. Performance Standards - The development and maintenance of uses in this PUD District shall be established in conformance with the following standards:

1. No more than 100 dwelling units shall be allowed to be developed until such time that a second public street access or secondary emergency access is developed to serve South Pointe.
2. A six-foot high privacy fence along South Pointe Drive shall be allowed provided the fence is installed in compliance with SUDAS standards.
3. Platting: The conceptual

development plan shall serve as the preliminary plat for this PUD District. Subdivision plats and improvement plans shall be submitted in accordance with Article 11. Land Subdivision, of the City of Dubuque Unified Development Code.

4. Site Plans: Final site development plans shall be submitted in accordance with Article 12 Site Plans and Article 13 Site Design Standards prior to construction of each building and vehicle-related feature unless otherwise exempted by Article 12.
5. Storm Water Conveyance: The developer of each lot shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainage ways outside the lot in a means that is satisfactory to the Engineering Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply to properties in the PUD District.
6. Other Codes and Regulations: These regulations do not relieve an owner from other applicable City, County, State or Federal Codes, regulations, laws, and other controls relative to the planning, construction, operation, and management of property in the PUD District.

F. Ordinance History

1. Ordinance 14-16 established regulations for the South Pointe Planned Unit Development.
2. Ordinance 43-17 amended South Pointe Planned Unit Development regulations to designate additional building lots for townhomes.
3. Ordinance 14-18 amended South Pointe Planned Unit Development regulations to modify setback and lot coverage requirements for double-frontage lots and allow for a privacy fence along South Pointe Drive.
4. Ordinance 39-18 amended South Pointe Planned Unit Development regulations to modify lot coverage and setback requirements for townhouse dwellings.

G. Transfer of Ownership - Transfer of ownership or lease of property in this PUD District shall include in the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.

H. Modifications - Any modifications of this

Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Article 9-5 of the Unified Development Code.

- I. Recording - A copy of this ordinance shall be recorded at the expense of the property owner(s) with the Dubuque County Recorder a permanent record of the conditions accepted as part of this reclassification approval within thirty (30) days after the adoption of this ordinance. This ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 3. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 4. This Ordinance shall take effect upon publication as provided by law.

Passed, approved, and adopted this 20th day of November 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breifelder, City Clerk

2. Amending Dubuque Industrial Center South Planned Unit Development: Motion by Rousell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Planning Services Director Wally Wernimont provided a staff report. Motion carried 7-0.

Motion by Rousell for final consideration and passage of Ordinance No. 48-23 Amending Title 16 of the City of Dubuque Code of Ordinances Unified Development Code by rescinding Ordinance No. 16-23 which established regulations for a PUD Planned Unit Development with a PI Planned Industrial Designation and adopting an amended PUD Ordinance that increases the allowable area of directional signage. Seconded by Sprank. Motion carried 7-0.

ORDINANCE NO. 48-23

AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES UNIFIED DEVELOPMENT CODE BY RESCINDING ORDINANCE NO. 16-23 WHICH ESTABLISHED REGULATIONS FOR A PUD PLANNED UNIT DEVELOPMENT WITH A PI PLANNED INDUSTRIAL DESIGNATION AND ADOPTING AN AMENDED PUD ORDINANCE THAT INCREASES THE ALLOWABLE AREA OF DIRECTIONAL SIGNAGE

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by rescinding

Ordinance No. 16-23 and increasing the allowable area of directional signage for the property legally described below, to wit:

Lot A Dubuque Industrial Center South First Addition

Lot B Dubuque Industrial Center South First Addition

Balance of Lot C Dubuque Industrial Center South First Addition

Lot 2 Dubuque Industrial Center South First Addition

Lot 3 Dubuque Industrial Center South First Addition

Lot 4 Dubuque Industrial Center South First Addition

Lot 5 Dubuque Industrial Center South First Addition

Lot 5A Dubuque Industrial Center South First Addition

Lot A Dubuque Industrial Center South Third Addition

Lot 1 Dubuque Industrial South Third Addition

Lot 2 Dubuque Industrial Center South Third Addition

Lot 3 Dubuque Industrial Center South Third Addition

Lot 2 of Brehm Acres Plat 3

Section 2. [provided] hereto and made a part of this zoning reclassification approval is the Conceptual Development Plan for the Dubuque Industrial Center South Planned Unit Development marked Exhibit A. It is recognized that minor shifts or modifications to the general plan layout may be necessary and compatible with the need to acquire workable street patterns, grades, and usable building sites. The general plan layout, including the relationship of land uses to the general plan framework and the development requirements shall be used as the implementation guide.

A) Definitions

1) Building-related Features - Building-related features are defined as all construction items which rise above the grade surface of the lot. These include:

- a) The primary building.
- b) All accessory or secondary buildings.
- c) All exterior storage areas.
- d) Exterior refuse collection areas.
- e) Exterior mechanical equipment.
- f) Containerized or tank storage of liquids, fuels, gases, and other materials.

2) Vehicle-related Features - Vehicle-related features are defined as all areas used for the movement and parking of all vehicles within the lot. These include:

- a) Employee and visitor parking spaces.
- b) Driveways from the street right-

of-way line to and from parking spaces.

c) Loading spaces outside of the building.

d) Maneuvering spaces outside the building.

e) Parking spaces for company-owned commercial vehicles.

f) Fire lanes.

g) Railroad tracks

3) Open Space Features - Open space features are defined as those exterior areas and developed features of the lot which include:

a) Landscape space containing lawn areas and plantings.

b) Paved, hard-surfaced pedestrian areas such as walkways, plazas, entryways and courtyards.

c) Storm water management facilities not otherwise used for building-related or vehicle-related purposes.

d) Open recreation areas and recreational trail.

e) Other non-building and non-vehicular related space.

B. Use Regulations

Zone D: General Purpose and Description.

Zone D is intended to provide a location for heavy industrial uses. Exterior storage is allowed, provided it is screened from view from public right-of-way.

1) Principal permitted uses shall be limited to:

a) Railroad and public or quasi-public utilities.

b) Corporate offices.

c) Mail order houses.

d) Printing and publishing.

e) Laboratories for research and engineering.

f) Moving/storage facilities.

g) Wholesale sales/distributor.

h) Freight transfer facilities.

i) Fuel and ice dealers.

j) Cold storage/locker plants.

k) Packing and processing of meat, dairy or food products, not to include stockyards or slaughterhouses.

l) Compounding, processing, and packaging of chemical products.

m) Manufacture, assembly, repair or storage of electrical and electronic products, components, or equipment.

n) Warehousing and storage facilities, not to include mini warehouses.

o) Manufacturing, processing, fabrication, assembling, packaging or other comparable treatment of goods or materials.

2) Conditional uses shall be limited to

the following:

a) Day care center, within a primary office/industrial building or as an accessory structure on the same lot. Day care centers are subject to state regulations and requirements of Article 8-20, Licensed Childcare Center, of the Unified Development Code.

3) Accessory uses shall be limited to the following:

a) Retail outlets within a primary office/industrial building, selling products produced on-site and only as accessory to the principal use.

b) Any use customarily incidental and subordinate to the principal use it serves.

4) Temporary uses shall be limited to the following: Any use listed as a permitted use within the PUD District of a limited duration as established in Article 3-19 and as defined in Article 2-3 of the Unified Development Code.

5) The provision of off-street parking shall be regulated by Article 14 of the City of Dubuque's Unified Development Code.

Zone O: General Purpose and Description.

Zone O is intended to serve as an amenity to the industrial park, provide public areas and control of storm water to protect downstream properties.

1) Principal permitted uses shall be limited to:

a) Railroads and public or quasi-public utilities.

b) Parks, nature areas, playgrounds, and similar recreational uses.

c) Picnic areas.

d) Recreational trails.

e) Club houses, shelter houses, tennis courts, playground equipment, or other recreational buildings and structures when associated with parks, nature areas, playgrounds, and recreational facilities.

f) Construction of dams, reservoirs, detention ponds and similar storm water control facilities.

2) Conditional uses (reserved for future use).

3) Accessory uses shall be limited to the following:

A) Any use customarily incidental and subordinate to the principle use it serves.

4) Temporary uses (reserved for future use).

C. Lot Bulk Regulations - Development of land in Zones D and O shall be regulated as follows:

1) All building structures and activities

shall be located in conformance with the [provided] conceptual development plan and all final site development plans shall be approved in accordance with provisions of this ordinance and Article 12 of the Unified Development Code.

2) All building-related features in Zones D and O shall be in accordance with the following bulk regulations chart:

Min. lot area in acres, Lot frontage min. ft., Front yard setback min. ft., Side yard setback min. ft., Rear yard setback min. ft., Building height max. ft.

Zone O, N/A, N/A, N/A, N/A, N/A

Zone D, 2 acres, 100, 50, 25, 50, 100

a) Lots smaller than minimum will be allowed if the parcel is consolidated or combined with a larger lot. Substations for public and quasi-public utilities shall be exempt from lot frontage and lot area requirements.

b) Maximum lot coverage shall be 80 percent. All building and vehicle related features shall be considered when calculating total land area coverage, except fire lanes and railroad tracks.

c) Maximum building height shall be as stipulated in the bulk regulations chart above, except the following may exceed the height limit: cooling towers, condensers, elevator bulkheads, stacks and other necessary mechanical equipment and their protective housing. Heating, ventilating, and air conditioning (HVAC) equipment is limited to 10 ft. above height limitation.

d) Within required front, side, and rear setbacks, only driveways, fire lanes, railroad tracks, open space features and primary and secondary signage are allowed. Parking lots may encroach up to 50% into the required front yard setback.

D. Parking and Loading Regulations

1) All vehicle-related features, except for railroad tracks, shall be surfaced with either asphalt or concrete.

2) All parking and loading spaces shall be delineated on the surfacing material by painted stripes or other permanent means.

3) The number, size and design of parking spaces shall be governed by applicable provisions in Articles 13 and 14 of the City of Dubuque Unified Development Code.

4) The number, size and design and location of parking spaces designated for persons with disabilities shall be

according to the local, state, or federal requirements in effect at the time of development.

5) The location and number of private driveway intersections with public streets shall be reviewed and approved by the City Engineer.

6) No on-street maneuvering of delivery vehicles will be allowed on any street. Lots shall provide all necessary maneuvering space for delivery vehicles within the boundaries of the lots.

7) All loading docks for shipping and receiving raw and manufactured goods shall be designed to provide for the direct movement of goods between the delivery vehicle and the interior of the building.

E. Exterior Storage Regulations - Exterior storage shall be in accordance with the following regulations:

Allowable Products Store, Allowable Location, Allowable Screening Materials, Minimum Opacity, Maximum Height of Screening

Zone D, Raw or finished goods; equipment, Rear or side yards, Similar to building color, 50%, 12 ft.

Zone O, PROHIBITED

1) Exterior storage of materials, which could be blown into the air or strewn about by the wind, shall be prohibited.

2) Exterior storage, where allowed, shall not encroach into a front yard. A front yard may exceed the required front yard setback.

3) The ground area coverage of exterior storage areas shall be the area contained inside the required screening. This area shall be considered to be a building-related feature for purposes of calculating total land area coverage.

4) Exterior storage must be screened from view from adjacent public right-of-way.

5) The screening height shall be measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal.

6) Required screening is intended to buffer surrounding property from the negative visual impact created by the storage of raw or finished goods, materials and equipment that can adversely impact the value of adjacent property.

7) The City Planner may grant a waiver for screening to exceed the maximum height allowed when topography or height of individual finished products or equipment could make it impossible to completely screen a storage area from every vantage point. The City Planner may not grant waiver in maximum

screening height for raw materials or stacked goods.

8) All exterior entrances to a screened storage area shall be provided with a gate or door of similar design to that of the screen.

9) Long-term storage of products or materials in semi-trailers or shipping containers is prohibited.

F. Exterior Trash Collection Area Requirements

1) Exterior trash collection areas shall include collection bins, dumpsters, and similar waste receptacles for the short-term storage and collection of trash. Trash shall include garbage, scrap, recyclables, debris, and similar materials.

2) The storage of trash shall be limited to that produced by the principal permitted use and accessory uses of the lot. Exterior storage of trash, which could be blown into the air or strewn about by the wind, shall be prohibited.

3) The ground area coverage of exterior trash collection areas shall be the area contained inside the required screening. This area shall be considered a building-related feature for purposes of calculating total land area coverages.

4) Exterior trash collection areas shall be located in rear or side yards only. Exterior trash collection areas shall not encroach into a front yard. A front yard may exceed the required front yard setback.

5) All exterior trash collection areas and the materials contained therein shall be screened from view from the adjacent public right-of-way.

6) The screening shall be a completely opaque fence, wall or other feature not exceeding a height of 10 ft. measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal.

7) Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen.

8) If a 10-foot-high screen fails to shield the exterior trash collection area from view from the adjacent public right-of-way, evergreen plantings may be required in addition to the screening. Evergreen plant materials shall be selected and designed so that they will screen the area from the adjacent public right-of-way within five (5) years.

G. Landscaping Regulations - The following

landscape regulations shall apply to each lot:

1) Plant Materials: The open space area of each lot shall be planted with permanent lawn and ground covers, shrubs, and trees. It is the intent of these regulations that the development of required open spaces shall reflect a high quality of environmental design.

2) Landscaping: The following is the minimum requirement of trees and shrubs, by number and size, and the type of ground cover required. Street trees planted in public street right-of-way shall not be counted toward fulfillment of the minimum site requirements set forth below. Plant species to be used for landscaping shall be in accordance with the City of Dubuque Street Tree Policy. Existing trees and shrubs to be retained on-site may be counted toward fulfillment of the landscaping requirements.

a) Minimum tree planting requirements for any new development in the Dubuque Industrial Center South shall be one (1) tree of the following size per 1,600 square ft. of required open space:

40% minimum: 2-2 1/2" caliper diameter deciduous and/or 8-foot height or greater evergreen.

Balance: 1 1/2 - 2" caliper diameter deciduous and/or 6-foot height evergreen.

b) Minimum shrub requirements at the time of planting for any development in the PUD District shall be 6 shrubs, or 1 shrub per

Type of Sign, Maximum size, Maximum Number, Allowable Structure type, Maximum Height*

Industrial Center Entrance Signs, 200 sq. ft. per sign face, Three (3) signs, Monument, 12 ft.

Industrial Center Directory Signs, 30 sq. ft. per sign face, Three (3) signs, Monument, 8 ft.

Company Primary Signs, 10% of building wall sign is mounted on or 400 total square ft. of sign area, whichever is less., 2 signs per street frontage per business, Wall-mounted, Below eave or parapet

Company Primary Signs, 150 sq. ft. per sign face, 1 sign per business restricted to interior street frontages only, Monument, 10 ft.

Secondary signs, 24 sq. ft. per sign face, No maximum number, Wall-mounted, 10 ft.

Secondary signs, 24 sq. ft. per sign face, No maximum number, Monument, 6 ft.

*The height of the monument-style signs shall be measured from average grade to top of sign structures.

a) Variances: Variances from sign requirements for size, number and

height may be requested. Such variances shall be reviewed by the Zoning Board of Adjustment in accordance with Article 8-6 of the Unified Development Code.

b) Lighting: Signs may be illuminated only by means of indirect lighting, whereby all light sources and devices are shielded from view by opaque or translucent materials, or internally illuminated by means of a light source completely enclosed by the sign panel.

c) Motion: No signs may include any device or means, mechanical, electrical, or natural, which shall cause any motion of the sign panel or any part thereof. No flashing lights or changing colors shall be allowed.

I. Maintenance Assessments

1) The City will cause the construction of such improvements as the City deems appropriate in the Public Areas of this PUD District shown on the Plan. Maintenance and repair of the Public Areas and its improvements is the responsibility of the City with fifty percent (50%) of costs of such maintenance and repair assessed to and paid by the owners of property in this PUD District. Private connections to the Public Areas and the subsequent maintenance and repair of such private connections are the responsibility of each owner and may not be constructed without the prior written approval of the City.

2) The City will assess against the properties in this PUD District in each assessment year an annual assessment for the purpose of paying fifty percent (50%) of the actual costs of the City's maintenance and repair of the Public Areas and the actual costs associated with maintaining and lighting the park entrance signs. Said assessment may also include the establishment of a capital improvements reserve fund for such purposes. Upon establishment of such assessment levy, the owner of each lot must pay to the City a pro rata share (as hereinafter defined) of such assessment.

The owner waives any and all rights to further notice, to object to the assessments, the amount of the assessments, the procedure for certifying the assessments or to any other rights the owner would have as provided in Iowa Code Chapter 364 and Chapter 384 and that the schedule of assessments may be certified by the City to the Dubuque County Treasurer for collection in the same manner as provided in Iowa Code

Chapter 364 and Chapter 384.

3) If such pro rata share is not paid within thirty (30) days after its due date, the owner agrees that that amount of such pro rata share will become a lien upon the lot obligated to pay the same and will bear interest from the due date at the highest legal contract rate applicable to a natural person. The owner further agrees that the City may bring an action at law against any owner obligated to pay the same or foreclose the lien against the lot.

The owner agrees that the owner is also obligated to reimburse the City for the City's costs and reasonable attorney's fees of any collection efforts. The owner agrees that the owner may not waive or otherwise avoid liability for an assessment provided herein by non-use of the Public Areas or abandonment of a lot.

4) An owner's pro rata share is equal to a fraction, the numerator of which is the gross square ft. area of the lot or lots owned by the owner and the denominator of which is the gross square ft. area of all lots in this PUD District exclusive of the Public Areas and public rights-of-way.

J. Performance Standards - The development and maintenance of uses in this PUD District shall be established in conformance with the following standards

1) Platting: The conceptual development plan shall serve as the preliminary plat for this PUD District. Subdivision plats and improvement plans shall be submitted in accordance with Article 11. Land Subdivision, of the City of Dubuque Unified Development Code.

2) Site Plans: Final site development plans shall be submitted in accordance with Article 12 Site Plans and Article 13 Site Design Standards prior to construction of each building and vehicle-related feature unless otherwise exempted by Article 12.

3) Storm Water Conveyance: The developer of each lot shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainage ways outside the lot in a means that is satisfactory to the Engineering Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply to properties in the PUD District.

4) Noises: Noises generated within the PUD District shall be regulated by Chapter 33, Article IV, Noises, of the

City of Dubuque Code of Ordinances.

5) Flood Plain Regulations: The area of the PUD District that lies within the flood plain of Catfish Creek shall be subject to the regulations of Article 6-4 of the Unified Development Code.

6) Phased construction of buildings and parking spaces: The construction of off-street parking spaces may be phased in proportion to the percentage of total building floor area constructed at any one time. Ground area set aside for future parking, loading spaces or drive-ways or for parking provided in excess of the minimum required number of parking spaces shall not reduce the minimum required area for open space.

7) Other Codes and Regulations: These regulations do not relieve an owner from other applicable City, County, State or Federal Codes, regulations, laws, and other controls relative to the planning, construction, operation, and management of property in the PUD District.

K. Ordinance History

1) Ord. 2-13: reclassifying hereinafter described property located north and south of Seippel Road and north of U.S. Highway 20 from AG Agricultural District to PUD Planned Unit Development with a PI Planned Industrial designation for the Dubuque Industrial Center South.

2) Ord. 16-23: an amendment to the Planned Unit Development that expands the district by incorporating an additional parcel of land.

L. Transfer of Ownership - Transfer of ownership or lease of property in this PUD District shall include in the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.

M. Modifications - Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Article 9-5 of the Unified Development Code.

N. Recording - A copy of this ordinance shall be recorded at the expense of the property owner(s) with the Dubuque County Recorder a permanent record of the conditions accepted as part of this reclassification approval within ten (10) days after the adoption of this ordinance. This ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 3. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 4. This Ordinance shall take effect upon publication as provided by law.

Passed, approved, and adopted this 20th day of November 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Amending Unified Development Code regarding Maternity Group Home: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Planning Services Director Wally Wernimont provided a staff report. John Freund, 1005 Main St., spoke in support of the request as legal counsel for the applicant, stating that the maternity home definition is intended to be specific. A suggestion was made by City Council to alter the maximum number of women that could be supported under the maternity group home definition from four women to eight women to be consistent with state code definitions. Mr. Wernimont stated that Iowa State Code contains a definition for a family home. While the family home definition includes disability, pregnancy is not categorized as a disability and therefore is not covered by the regulations set forth in Iowa State Code. Mr. Wernimont recommended maintaining the current definition of maternity group home. City Council concurred with the recommendation and expressed support for the ordinance. Mr. Wernimont confirmed that if the ordinance is adopted, Mary's Inn Maternity Home will not have to obtain a conditional use permit from the Zoning Board of Adjustment if they operate in the appropriate district. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 49-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by amending Article 16-2-3 (Definitions) by adding a definition of Maternity Group Home, and by amending Articles 16-5-2 (R-1), 16-5-3 (R-2), 16-5-4 (R-2A), 16-5-5 (R-3), 16-5-6 (R-4), 16-5-7 (OR), 16-5-10 (C-1), 16-5-11 (C-2), 16-5-12 (C-2A), 16-5-13 (C-3), 16-5-14 (C-4), 16-5-15 (C-5), 16-5-16 (CS), And 16-5-17 (CR) by adding Maternity Group Home as a permitted use. Seconded by Wethal. Motion carried 7-0.

ORDINANCE NO. 49-23

AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY AMENDING ARTICLE 16-2-3 (DEFINITIONS) BY ADDING A DEFINITION OF MATERNITY GROUP HOME, AND BY AMENDING ARTICLES 16-5-2 (R-1), 16-5-3 (R-2), 16-5-4 (R-2A), 16-5-5 (R-3), 16-5-6 (R-4), 16-5-7 (OR), 16-5-10 (C-1), 16-5-11 (C-2), 16-5-12 (C-2A),

16-5-13 (C-3), 16-5-14 (C-4), 16-5-15 (C-5), 16-5-16 (CS), AND 16-5-17 (CR) BY ADDING MATERNITY GROUP HOME AS A PERMITTED USE

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code Chapter 16-2-3 Definitions is hereby amended as follows:

16-2-3 Definitions

Maternity Group Home: A community-based residential home providing room and board, supervision, training, education, and personal support in a family environment for up to four (4) women, who are either pregnant or who have given birth within the last twenty-four (24) months, and their child(ren). Such a site may also include both onsite overnight room accommodations and office space for staff who provide and/or administer such a service.

Section 2. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code Chapters 16-5-2 (R-1), 16-5-3 (R-2), 16-5-4 (R-2A), 16-5-5 (R-3), 16-5-6 (R-4), 16-5-7 (OR), 16-5-10 (C-1), 16-5-11 (C-2), 16-5-12 (C-2A), 16-5-13 (C-3), 16-5-14 (C-4), 16-5-15 (C-5), 16-5-16 (CS), AND 16-5-17 (CR), are hereby amended as follows:

16-5-2-1 Principal Permitted Uses - Maternity Group Home
 16-5-3-1 Principal Permitted Uses - Maternity Group Home
 16-5-4-1 Principal Permitted Uses - Maternity Group Home
 16-5-5-1 Principal Permitted Uses - Maternity Group Home
 16-5-6-1 Principal Permitted Uses - Maternity Group Home
 16-5-7-1 Principal Permitted Uses - Maternity Group Home
 16-5-8-1 Principal Permitted Uses - Maternity Group Home
 16-5-9-1 Principal Permitted Uses - Maternity Group Home
 16-5-10-1 Principal Permitted Uses - Maternity Group Home
 16-5-11-1 Principal Permitted Uses - Maternity Group Home
 16-5-12-1 Principal Permitted Uses - Maternity Group Home
 16-5-13-1 Principal Permitted Uses - Maternity Group Home
 16-5-14-1 Principal Permitted Uses - Maternity Group Home
 16-5-15-1 Principal Permitted Uses - Maternity Group Home
 16-5-16-1 Principal Permitted Uses - Maternity Group Home
 16-5-17-1 Principal Permitted Uses -

Maternity Group Home

Section 3. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 4. This ordinance shall take effect immediately upon publication, as provided by law.

Passed, approved, and adopted this 20th day of November 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

4. Resolution Adopting the Proposed Urban Renewal Plan for the Emri Urban Renewal District: Motion by Resnick to receive and file the documents and adopt Resolution No. 387-23 Approving the Amended and Restated Urban Renewal Plan for the Emri Economic Development District. Seconded by Farber. Motion carried 7-0.

**RESOLUTION NO. 387-23
 APPROVING THE AMENDED AND RE-
 STATED URBAN RENEWAL PLAN FOR THE
 EMRI ECONOMIC DEVELOPMENT DIS-
 TRICT**

Whereas, by Resolution 344-23 on October 16, 2023, the City Council of the City of Dubuque, Iowa authorized the preparation of an Urban Renewal Plan for the Emri Economic Development District (the "District"); and

Whereas, the City of Dubuque's primary objective for the Urban Renewal Plan is to provide opportunities which will further economic development purposes and objectives; and

Whereas, a consultation process has been undertaken with affected taxing entities in accordance with Chapter 403 of the Code of Iowa with no written objections or recommended changes to the Urban Renewal Plan received; and

Whereas, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the proposed Urban Renewal Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Urban Renewal Plan for the Emri Economic Development District, on file in the City Clerk's Office and made reference to herein, is hereby approved.

Section 2. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

Passed, approved, and adopted this 20th day of November, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

5. Resolution Approving a First Amendment to Development Agreement by and

between the City of Dubuque, Iowa and 799 Main, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Wethal to receive and file the documents and adopt Resolution No. 388-23 Approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and 799 Main, LLC, including the issuance of Urban Tax Increment Revenue Obligations. Seconded by Resnick. Motion carried 7-0.

**RESOLUTION NO. 388-23
APPROVING A FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND 799 MAIN, LLC, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS**

Whereas, the City of Dubuque, Iowa (City) and 799 Main, LLC entered into a Development Agreement, dated for reference the 17th day of July, 2023, providing for a Façade Grant, Planning & Design Grant, a Financial Consultant Grant, a Housing Creation Grant, and Urban Renewal Tax Increment Revenue Obligations; and

Whereas, the City Council, by Resolution No. 366-23, dated November 6, 2023, declared its intent to approve a First Amendment to Development Agreement by and between City and 799 Main, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed First Amendment to Development Agreement on November 20, 2023 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the First Amendment to Development Agreement for redevelopment of the Property by 799 Main, LLC, according to the terms and conditions set out in the First Amendment to Development Agreement, is in the public interest of the City of Dubuque.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the First Amendment to Development Agreement by and between the City of Dubuque, Iowa, and 799 Main, LLC, a copy of which is [provided] hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development

Agreement as herein approved.

Passed, approved, and adopted this 20th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Resolution Approving a Development Agreement between the City of Dubuque, Iowa and Vanguard Enterprises, Inc. for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Jones to receive and file the documents and adopt Resolution No. 389-23 Approving a Development Agreement by and between the City of Dubuque, Iowa, and Vanguard Enterprises, Inc. including the issuance of Urban Tax Increment Revenue Obligations. Seconded by Sprank. Dan McDonald, Director of Existing Business with Greater Dubuque Development Corporation (GDDC), spoke in support of the Development Agreement. City Council expressed enthusiasm for the businesses expansion. Motion carried 7-0.

**RESOLUTION NO. 389-23
APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND VANGUARD ENTERPRISES, INC. INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS**

Whereas, Vanguard Enterprises, Inc. is the owner of the property legally described as follows:

Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition is the City of Dubuque, Iowa according to the recorded Plat thereof (the Property); and

Whereas, the City Council, by Resolution No. 367-23, dated November 6, 2023, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Vanguard Enterprises, Inc., including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on November 20, 2023 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement for redevelopment of the Property by Vanguard Enterprises, Inc., according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Development Agreement by and between the City of Dubuque, Iowa, and Vanguard Enterprises, Inc., a copy

of which is [provided] hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved, and adopted this 20th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

7. Approval of a Lease Agreement by and Between the City of Dubuque, Iowa and the Dubuque Arboretum Association, Inc.: Motion by Roussell to receive and file the documents and adopt Resolution No. 390-23 Approving a Lease Agreement by and between the City of Dubuque, Iowa, and Dubuque Arboretum Association, Inc. Seconded by Sprank. City Council Members thanked city staff for their efforts on the lease agreement. Motion carried 7-0.

**RESOLUTION NO. 390-23
APPROVING A LEASE AGREEMENT BY
AND BETWEEN THE CITY OF DUBUQUE,
IOWA, AND DUBUQUE ARBORETUM AS-
SOCIATION, INC.**

Whereas, City is the owner of a public facility known as Marshall Park (the Park); and

Whereas, Dubuque Arboretum Association, Inc. desires to lease and continue to operate the above-described real estate as an arboretum and botanical garden; and

Whereas, the City Council by Resolution No. 368-23, dated November 6, 2023 declared its intent to enter into a Lease Agreement by and between the City of Dubuque, Iowa and Dubuque Arboretum Association, Inc.; and

Whereas, pursuant to a published notice, a public hearing was held on the proposed lease agreement on November 20, 2023 at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the lease agreement for the public facility known as Marshall Park, according to the terms and conditions set out in the lease agreement, is in the public interest of the City of Dubuque.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The Lease Agreement by and between the City of Dubuque and Dubuque Arboretum Association, Inc. for the lease of the Park, a copy [provided] hereto, is hereby approved.

Section 2. That the City Manager is hereby

authorized and directed to execute the Lease Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Lease Agreement as herein approved.

Passed, approved, and adopted this 20th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Public Hearing: SOO Green HVDC Link ProjectCo, LLC Franchise Agreement: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Senior Counsel Barry Lindahl introduced SOO Green HVDC Link ProjectCo, LLC Vice President Raj Rajan, who made a presentation. Mr. Rajan and Mr. Lindahl responded to questions from the City Council about engaging smaller cities for franchise agreements and project outcomes. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 50-23 Granting to Soo Green HVDC Link ProjectCo, LLC, its successors and assigns, the right and franchise pursuant to Iowa Code Section 364. 2(4) to construct, reconstruct, relocate, repair, replace, maintain and operate in the City of Dubuque, Dubuque County, Iowa, a transmission system for the transmission of electric energy and communication facilities and the right to construct, reconstruct, relocate, repair, replace, maintain, operate, the necessary conduits and other appliances or equipment for the transmission of electric current and communication facilities under certain streets, avenues, alleys and public places and in a certain railroad right of way in the City of Dubuque, Dubuque County, Iowa within the city as the boundaries are now and may hereafter exist, for the period of twenty- five (25) years (" franchise" or " ordinance"). Seconded by Farber. Motion carried 7-0.

**ORDINANCE NO. 50-23
ELECTRIC FRANCHISE (TRANSMISSION
SYSTEM) - GRANTING TO SOO GREEN
HVDC LINK PROJECTCO, LLC, ITS SUC-
CESSORS AND ASSIGNS, THE RIGHT AND
FRANCHISE PURSUANT TO IOWA CODE
SECTION 364.2(4) TO CONSTRUCT, RE-
CONSTRUCT, RELOCATE, REPAIR, RE-
PLACE, MAINTAIN AND OPERATE IN THE
CITY OF DUBUQUE, DUBUQUE COUNTY,
IOWA, A TRANSMISSION SYSTEM FOR
THE TRANSMISSION OF ELECTRIC EN-
ERGY AND COMMUNICATION FACILITIES**

AND THE RIGHT TO CONSTRUCT, RECONSTRUCT, RELOCATE, REPAIR, REPLACE, MAINTAIN, OPERATE, THE NECESSARY CONDUITS AND OTHER APPLIANCES OR EQUIPMENT FOR THE TRANSMISSION OF ELECTRIC CURRENT AND COMMUNICATION FACILITIES UNDER CERTAIN STREETS, AVENUES, ALLEYS AND PUBLIC PLACES AND IN A CERTAIN RAILROAD RIGHT OF WAY IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA WITHIN THE CITY AS THE BOUNDARIES ARE NOW AND MAY HEREAFTER EXIST, FOR THE PERIOD OF TWENTY-FIVE (25) YEARS ("Franchise" or "Ordinance")

BE IT ENACTED by the City Council of the City of Dubuque, Iowa:

Section 1. Introduction.

There is hereby granted to SOO GREEN HVDC LINK PROJECTCO, LLC, hereinafter referred to as "SOO Green" or the "Company," its successors and assigns, the right and franchise to construct, reconstruct, repair, replace, maintain and operate in the City of Dubuque, Dubuque County, Iowa, the necessary conduits, and other appliances or equipment for the transmission of electric current and communication facilities (collectively, the "Facilities") and the right to construct, reconstruct, relocate, repair, replace, maintain and operate the Facilities under the streets, avenues, alleys and public places and in certain railroad right of way in the City of Dubuque, Dubuque County, Iowa, in the preliminary route as shown on Exhibit A (the "Route"), the final route to be subject to the written approval of the City Manager before any mobilization, staging, or construction of the Facilities within the City limits. This Franchise shall be effective for a twenty-five (25) year period from and after the effective date defined in Paragraph 20 herein ("Effective Date"). SOO Green is also granted the right of eminent domain as provided in Iowa Code Section 364.2(4) as reasonably necessary to carry out the purposes of this Franchise.

Section 2. Public Meeting.

2.1 As a condition precedent to the public hearing required by Iowa law and the adoption of this Ordinance, the Company held a public informational meeting on July 10, 2021. The meeting was held in person at the Hotel Julien in Dubuque.

2.2 Notice of the time and place of the meeting was published in the Telegraph Herald at least seven (7) days and not more than twenty (20) days prior to the date of the meeting. A reasonable effort was made to notify by mail those property owners whose property is within two hundred ft. (200') of the proposed Route, prior to the

meeting. The notice was mailed not less than seven (7) days and not more than twenty (20) days prior to the meeting.

The notices contained the following:

1. The name of the applicant.
2. The applicant's principal place of business.
3. A general description and purpose of the proposed project.
4. The general nature of the franchise desired.
5. A map showing the route of the proposed project.
6. A description of all equipment to be constructed or installed.
7. The place and time of the meeting.
8. The Company contact person and contact information for a Company representative who will be available Monday through Friday during the Company's business hours to respond to citizen inquiries about the project.

Section 3. Management Fee.

3.1 The Company shall pay the City upon receipt of annual statements a management fee for the City's management costs which are the reasonable, direct, and fully documented costs the City actually incurs to manage the Company's use of the public rights-of-way as provided by Iowa Code Section 480A.2(2). In lieu of an annual statement and at the City's option, the City and the Company may agree to use an estimated fee.

3.2 The Company shall install, at its cost, fiber conduit and associated vaults described in Exhibit B, to be owned, operated and managed exclusively by the City, along the Canadian Pacific Kansas City (CAPAC) right-of-way segments of the project corridor within municipal limits. The Company shall be responsible for any fiber-related fees charged by CPKC. Upon reasonable notice to the Company, the City shall have access to the conduit and vaults to repair, replace, maintain, and operate the conduit and vaults. The Company shall notify the City of any construction, reconstruction, relocation, repair, replacement, or maintenance of the Facilities that would affect the City's conduit to permit the City to take such action as it deems necessary to protect its conduit. The City's exercise of its right to repair/replace co-located fiber may not interfere with rail operations or with operations of the SOO Green Facilities.

3.3 Payments to City. All invoice payments required by this Ordinance shall be made payable to "The City of Dubuque, Iowa" and delivered to the City of Dubuque Finance Department, City Hall. Any payments due not paid in full by the due date

shall be subject to the lesser of the maximum interest provided by law or 1% per month.

Section 4. Utilities.

4.1 Water Utilities. Prior to the commencement of any construction, the Company shall work with the City Engineer and the Water Department to maintain adequate separation from existing facilities to avoid interference and to minimize the risk of relocation of the Facilities. The Company will seek to maintain a vertical depth of not less than six (6) ft. separation and a horizontal separation of not less than ten (10) ft. from any City water main. These distances can be reduced only if approved by the City Engineer. When crossing or running parallel to a City water main, the water main shall be potholed by the Company for field verification before installation of the Company conduit. Areas of concern include but are not limited to those shown on Exhibit C.

4.2 Other Utilities. Prior to the commencement of any construction, the Company shall coordinate on all construction of the Facilities to the satisfaction of the City Engineer to minimize the impact on all other public and City utilities.

4.3 Damage to City Utilities. The Company shall reimburse the City for all costs and damage to City utilities caused by SOO Green's construction, reconstruction, relocation, repair, replacement, operation, or maintenance of the Facilities promptly upon receipt of a statement of such costs and damages from the City. The Company shall not be responsible for any costs and damage to the City caused by the City's negligence or willful misconduct.

Section 5. Indemnification.

5.1 The Company shall indemnify, defend and hold City, its officers and employees, harmless from and against any and all claims, demands, losses, damages, cost and expenses (including, but not limited to, court costs, fines, penalties and reasonable attorneys' fees, but excluding consequential or indirect damages), judgments, liabilities and causes of action of any nature whatsoever resulting from or relating to its negligent acts or omissions in the use or occupancy of the streets, avenues, alleys and public places in the City, a material breach of this Franchise, or arising in any manner out of the negligent acts or omissions of its agents, employees, or contractors in connection with same, or with respect to the violation of any laws, including without limitation, any environmental laws. The Company shall indemnify and defend the City for, from and against any and all mechanics' liens and other liens and encumbrances

filed by any person claiming by, through or under the Company and against all costs, expenses, losses, and liabilities (including reasonable attorneys' fees) incurred by the City in connection with any such lien or encumbrance or any action or proceeding brought thereon. For avoidance of doubt regarding the scope of this indemnification, the Company shall not be responsible for any costs and damage to the City caused solely by the City's negligence or willful misconduct.

5.2 The Company shall maintain commercial general liability insurance coverage, or its equivalent, upon commencement of construction in the City and continuing throughout the term of this Franchise as described in Exhibit D, as such schedule may reasonably be amended from time to time by the City, provided however that any new requirements will not exceed the requirements imposed on any other utility operating within the City, are commercially available, and reasonably obtainable. The Company's failure to meet the insurance requirements shall not relieve the Company of its responsibilities under this Franchise. Upon proof of financial responsibility to the reasonable satisfaction of the City, the Company may be allowed to self-insure the coverages required. The Company shall provide the City with certificates of insurance or letter of self-insurance, subject to the approval of the City in its sole discretion, upon request.

5.3 The requirements of indemnification shall not be a waiver of any right that the City would have to assert defenses on its own behalf under state or federal law. The Company's indemnification obligations under this Franchise shall survive the expiration, cancellation, or termination of this Franchise in accordance with applicable statutes of limitation in force within the state of Iowa.

Section 6. Relocation.

6.1 The Company shall, at its cost and expense, locate and relocate its Facilities in, on, over or under any public street or alley or other public place in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, or public improvement, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement ("City Project"). The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right-of-way that have been relocated at company expense at the direction of the City in the

previous three (3) years.

6.2 The City and the Company desire to minimize, to the fullest extent possible, the risk that any of the Facilities would require relocation for the purposes of a future City Project. The City has reviewed Exhibit A and used its best available information to identify any areas where a City Project may occur during the term of this Franchise and could potentially result in a Facilities relocation. The City and the Company will work together to revise the location of the Facilities prior to construction to reduce the risk of any conflict. For future City Projects, the following will apply:

- a. In developing a City Project, the City shall consider reasonable alternatives so as not arbitrarily to cause the Company unreasonable additional expense.
- b. If there is a potential conflict between a City Project and the Facilities, the City and the Company will work together to identify alternatives that would avoid relocation of Facilities. When such alternative is available, SOO Green will have the option to pay the incremental cost, if any, associated with the alternative to avoid relocation and the City will implement that alternative if SOO Green so elects.
- c. If a relocation of Facilities cannot be avoided, the City will provide a reasonable alternative location for the Company's facilities within City right-of-way. The Company shall be solely responsible for any additional cost to the City as determined by the City Engineer in the City Engineer's sole discretion for providing such alternative location. If the alternative location the City can provide within the City right-of-way is not acceptable to the Company, the Company is granted the power of eminent domain to acquire the land rights necessary to relocate the Facilities to a suitable location. The Company will not be required to deactivate and relocate existing Facilities until the relocated Facilities are operational.

6.3 If the City orders or requests the Company to relocate its Facilities for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity, the City shall require advance payment to the Company for all construction and transactions costs and the provision of an alternative location for the Facilities of such relocation from such developer or other non-public entity as a

precondition to relocating the Facilities. If such pre-payment is made, the Company will not be required to deactivate and relocate existing Facilities. The Company will not be required to deactivate and relocate existing Facilities until the relocated Facilities are operational.

6.4 The City shall give the Company reasonable advance written notice to vacate a public right-of-way. Vacating a public right-of-way shall not deprive the Company of its right to operate and maintain existing Facilities within the vacated right-of-way and the City shall grant the Company a utility easement in the vacated public right-of-way until the City orders or requests the Company to relocate its Facilities. If such relocation is for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity section 6.3 of this Franchise shall control. If the relocation is for a City Project, Section 6.2 shall control. This paragraph shall not apply to the realignment, reconstruction, or vacation of streets or alleys in a designated urban renewal area; provided, however, the City shall identify, reserve and make available alternate locations for facilities to serve the designated urban renewal area consistent with the technical needs of the Company and consistent with Section 6.2.

Section 7. System Plans And Maps.

7.1 The Company shall apply to the City Engineering Department for a permit for work performed in the City's right-of-way in accordance with the City's regulations. Mapping information will be used solely and exclusively by the City in administering the use and occupancy of the public right-of-way within the City and shall not be provided to or relied on by any person for any other purpose. At the request of the City, mapping information will be reviewed with the City staff. The City recognizes that Company claims the information may constitute a trade secret or is otherwise protected from public disclosure by State or Federal law on other grounds and agrees to protect the information to the extent allowed by State or Federal law. Furthermore, the City agrees that no documents, maps or information provided to the City by the Company shall be made available to the public or other entities if the Company certifies that such documents or information are exempt from disclosure under the provisions of the Freedom of Information Act, the Federal Energy Regulatory Commission Critical Energy Infrastructure requirements pursuant to 18 C.F.R. § 388.112 and § 388.113, or chapter 22 of the Code of Iowa, as such statutes and

regulations may be amended from time to time. In the event any action at law, in equity or administrative is brought against the City regarding disclosure of any document which the Company has designated as a trade secret or as otherwise protected from disclosure the City shall promptly notify the Company. The Company shall at the City's option assume the defense of said action or agree to reimburse the City any and all costs, including attorney fees and penalties, to the extent allowed by law which may result from any said action. Prior to any excavating in the rights-of-way, both parties shall follow the procedures set forth in Iowa Code Chapter 480 or an entity with a similar function utilized by both the City and the Company, currently the Iowa One Call System.

7.2 For emergencies, the Company may proceed with the work without first applying for a permit, provided, however, that the Company shall apply for and obtain a permit as soon as practicable after commencing such work.

7.3 The Company shall replace the surface, restoring the condition as existed prior to the company's excavation, but shall not be required to improve or modify the public right-of-way unless said improvement is necessary to meet a SUDAS (Statewide Urban Design and Specifications) standard, a requirement of the Americans With Disabilities Act, or any other standard mandated by State or Federal law, provided however, if any improvement is requested or required for aesthetic, cosmetic or similar purposes not mandated by State or Federal law the City shall reimburse the company the incremental cost of such improvements. The company shall complete all repairs in a timely and prompt manner. Company agrees any replacement of road surface shall conform to current City ordinances regarding its depth and composition.

Section 8. Annual Planning Meeting. The Company operations staff will, at the request of the City, attend an annual meeting with the City Engineering Department and other interested city personnel to discuss utility reliability standards, including comparisons to regional and national reliability statistics, annual and long-term construction coordination planning for the Company and City and other related items. This will not replace any periodic meetings needed on specific projects and issues. The City also holds monthly utility coordination meetings. The City shall timely provide the Company with minutes of the monthly meeting and the Company will timely review and notify the City of any potential conflicts a proposed project may have on the Facilities.

Notwithstanding the foregoing, the City Engineer may require a Company representative to attend any monthly meeting where the subject of the meeting may include a proposed project which may significantly affect the Facilities. SOO Green will notify the City of its point of contact for monthly meeting minutes and the annual planning meeting at least 30 days prior to commercial operation date.

Section 9. Reliability. The Company will maintain compliance with applicable National Electric Safety Code, Iowa Utilities Board regulatory standards and North American Electric Reliability Corporation standards.

Section 10. Non-Exclusivity. The franchise granted by this Ordinance shall not be exclusive. The City shall not, however, grant a subsequent franchise that would impair, obstruct, or diminish the franchise rights of the Company under this Ordinance.

Section 11. Emergency Training, Participation And Communication. The Company will maintain a twenty-four (24) hour contact with City of Dubuque Police Dispatch or other emergency management contact for emergency communications. The Company shall provide training on safety matters related to the Facilities upon the request of the Fire Chief.

Section 12. Corporate Philanthropy. On an annual basis, the Company will provide notice to the City Manager of whether the Company has any grants or other corporate giving opportunities for which the City of Dubuque or businesses located in may be eligible.

Section 13. Publication Expenses. The expense of the publication of this Ordinance shall be paid by the Company.

Section 14. Repeal Of Conflicting Ordinances. All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

Section 15. Compliance With City Ordinances. The Company shall, to the extent not inconsistent with the terms of this Franchise, at all times during the term of this Franchise ordinance conform with, submit to, and carry out the provisions of any and all valid ordinances existing or as hereafter lawfully enacted relating the City's exercise of its police powers.

Section 16. Dispute Resolution. The City and the Company agree to attempt to resolve any dispute or disagreement which is not a material breach arising under or in connection with this Ordinance in good faith through discussion between their authorized representatives. If they are unable to resolve any such dispute within thirty (30) calendar days from the date on which either the City or the Company delivers to the other written notice of such dispute, then senior management designees for the City and the Company shall discuss the matter in an attempt to resolve the dispute or disagreement. In the event the senior management

designees are unable to resolve any such dispute within thirty (30) calendar days, the City and Company agree to try in good faith to settle the dispute by mediation prior to, and as a precondition to, commencing any litigation. The City and Company will bear their own attorneys' fees, expert witnesses' fees, costs, and expenses in the mediation. The mediation shall be in Dubuque unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Section 17. Material Breach. Either the City or the Company may terminate this Franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the nonbreaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have sixty (60) days to cure the breach, unless it notifies the nonbreaching party, and the parties agree upon a longer period for cure. If the breach is not cured within the cure period, the nonbreaching party may terminate this Franchise. A party shall not be considered to be in breach of this Franchise if it has operated in compliance with state or federal law. A party shall not be considered to have breached this Franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 18. Closing. This Franchise ordinance sets forth and constitutes the entire agreement between the Company and the City of Dubuque with respect to the rights contained herein, and may not be superseded, modified, or otherwise amended without the approval and acceptance of the Company.

Section 19. Severability. If any of the provisions of this Franchise are for any reason declared to be illegal or void, the lawful provisions of this Franchise, which are severable from said unlawful provisions, shall be and remain in full force and effect, the same as if the Franchise contained no illegal or void provisions.

Section 20. Effective and Binding. This Ordinance and the rights and privileges herein granted shall become effective and binding upon its approval, passage in accordance with Iowa law, the written acceptance by the Company, publication, and notice by the Company as provided below. The City shall provide the Company with an original signed and sealed copy of this Ordinance within ten (10) days of its final passage. The Company shall, within sixty (60) days after the City Council approval of this Ordinance, file in the office of the clerk of the city, its acceptance in writing of all the terms and provisions of this Ordinance. Following City Council approval and Company acceptance, this Ordinance shall be published in accordance with the Code of Iowa. The

Effective Date of this Ordinance shall be the earlier of (a) the date the Company provides written notice to the City Manager that any mobilization, staging, or construction of the Facilities will commence within the City limits or (b) December 31, 2026.

Section 21. Vegetation Management. The City agrees not to plant any trees directly above the Facilities. The Company is authorized and empowered to prune or remove at Company expense, any tree extending into any street, avenue, right-of-way, alley, public place, or public ground that the company determines, in its sole discretion, that will interfere with the construction or safe operation of the Facilities. For every tree that SOO Green removes that is more than 6 inches in diameter, the Company shall pay the City upon invoice the sum of three hundred fifty dollars (\$350.00) per tree, which amount shall be adjusted annually commencing on the first anniversary of the adoption of this Franchise, and each anniversary thereafter by the change in percentage in the United States Bureau of Labor Statistics Consumer Price Index ("CPI") as of the applicable anniversary of this Franchise compared to the CPI as of the same date of the previous year. The Company shall have no other liability to the City. The "CPI Adjustment" shall be a fraction expressed as a decimal, the numerator of which shall be the Current CPI minus the Prior CPI and the denominator of which is the Prior CPI, or 3% whichever amount is less. The "Current CPI" is the latest CPI published prior to the anniversary date of the Effective Date. The "Prior CPI" is the CPI published in the immediately preceding calendar year for the same month as the Current CPI. The term "CPI" shall mean the "Consumer Price Index for All Urban Consumers (CPI-U)" published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Items (1982-84=100), U.S. City Average, or any successor index thereto, appropriately adjusted. If the CPI ceases to be published and there is no successor thereto, such other government or nonpartisan index or computation shall be used which would obtain a substantially similar result as if the CPI had not been discontinued.

Section 22. Public Places: "Public places" means any property owned by the City.

Section 23. No Other License Required: Dubuque City Code § 11-6 is inapplicable to the Company and the Facilities as proposed.

Section 24. Assignment: No sale, assignment or lease of this Franchise shall be effective until it is approved by the city council and after the Company has filed in the office of the city clerk written notice of the proposed sale, transfer, disposition or assignment, such notice to clearly summarize the proposed procedure and the terms and conditions thereof. Such approval by the city council shall not be

unreasonably withheld. The proposed vendor, assignee or lessee shall similarly file an instrument, duly executed, reciting such proposal, accepting the terms of this Franchise and agreeing to perform all the conditions thereof. This provision shall not apply, however, to collateral assignments in connection with a project financing of the project.

Section 25. Notices: Any written notice required by this Franchise shall be sent by first class mail to the persons and addresses below.

For SOO Green
/s/Raj Rajan, Vice President -- Project Development
SOO Green HVDC Link ProjectCo, LLC
1600 Utica Ave S, 9th Floor
St. Louis Park, Minnesota 55416
For the City of Dubuque
City Manager; City Hall; 50 West 13th Street; Dubuque, Iowa 52001

with copy to:
City Attorney; City Hall; 50 West 13th Street; Dubuque, Iowa 52001

Section 26. Renewal: The City and the Company will meet at least 12 months prior to the expiration of this Franchise to discuss renewal of the Franchise.

Passed and approved this 20th day of November 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitsfelder, City Clerk

PUBLIC INPUT

Jamie Carr, 945 Clarke Dr., spoke in opposition to Action Item No. 4, expressing concerns including lack of public oversight on the vendor who would operate the automated speed enforcement software, lack of crash data from the speed study, and citations being issued to the title holder of the vehicle rather than the driver during an alleged speeding incident.

Daniel Simon, 3519 Eclipse Circle, provided written input via the GoToMeeting chat in opposition to Action Item No. 4, expressing concerns including security breaches to the automated speed enforcement software, negative visitor perceptions, and lack of resident input on the decision to implement automated speed enforcement.

ACTION ITEMS

1. 3000 Jackson H & W Building Update: Motion by Sprank to receive and file the documents. Seconded by Jones. Housing and Community Development Director Alexis Steger provided an update and responded to questions from the City Council regarding concerns for area homeowners and the potential remedies to reopen the street. City Manager Van Milligen and City Attorney Brumwell stated that

the city would explore all efforts for the current H & W Building owner to complete the necessary structural work, and that the city would have the right to perform the work and assess it to the owner if necessary. City Council Members expressed their frustration with the building owner's delays in completing the structural work and how the street closures are negatively impacting area businesses. Mayor Cavanagh requested an additional update at the December 4th City Council meeting. Motion carried 7-0.

2. Purchase of Property at 2820 Brunswick: Motion by Sprank to receive and file the documents and adopt Resolution No. 391-23 Approving the acquisition of real estate owned by the Esther J. Thome Estate at 2820 Brunswick Street in the City of Dubuque. Seconded by Wethal. Responding to questions from the City Council, Housing and Community Development Director Alexis Steger stated that city staff are seeking a partner to work on turning the property and associated lots into affordable housing units. Motion carried 7-0.

RESOLUTION NO. 391-23 APPROVING THE ACQUISITION OF REAL ESTATE OWNED BY THE ESTHER J. THOME ESTATE AT 2820 BRUNSWICK STREET IN THE CITY OF DUBUQUE

Whereas, the City of Dubuque intends to acquire certain real estate for the purpose of rehabbing, developing, and reselling the property to income qualified households; and

Whereas, a purchase agreement has been finalized with the owner of the property scheduled for acquisition; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE IOWA:

Section 1: That the City of Dubuque hereby approves the acquisition of the following legally described properties,

Lots 49, 50, 51 and 52 in Belmont addition and Lots 64, 65, 66 and the Northerly Half of Lot 63 in Belmont Addition a subdivision in the City and County of Dubuque, State of Iowa at the cost of Three Hundred Thirty-Nine Thousand Nine Hundred Dollars (\$339,900).

Section 2: That the City of Dubuque approves the acquisition of 2820 Brunswick owned by the estate of Esther J. Thome at the cost of Three Hundred Thirty-Nine Thousand Nine Hundred (\$339,900).

Section 3: That the City of Dubuque be and is hereby authorized to accept a Warranty Deed from the owner, conveying the owner's interest to the City of Dubuque, Iowa for the herein described real estate.

Section 4. That the City Clerk be and is hereby authorized and directed to cause said

Warranty Deed to be recorded in the office of the Dubuque County Recorder, together with certified copy of the Resolution.

Section 5. That the City Clerk be and is hereby directed to forward a copy of this Resolution to the Dubuque County Assessor and the Dubuque County Auditor.

Passed, approved, and adopted this 20th day of November 2023.

Brad Cavanagh, Mayor

Attest: Adrienne Breitsfelder, City Clerk

3. Tax Increment Ordinance for the Emri Urban Renewal District: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Responding to a question from the City Council, Economic Development Director Jill Connors stated that the resolution that City Council adopted during Public Hearing No. 4 created the Emri Urban Renewal area. The City Council must then adopt an ordinance to create the tax increment financing (TIF) district to allow for the collection of property tax increment on all properties within the district. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 51-23 Providing that general property taxes levied and collected each year on all property located within the Emri Economic Development District of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with the Emri Economic Development District Redevelopment Project. Seconded by Farber. Motion carried 7-0.

ORDINANCE NO. 51-23

PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE EMRI ECONOMIC DEVELOPMENT DISTRICT OF THE CITY OF DUBUQUE, COUNTY OF DUBUQUE, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF DUBUQUE, COUNTY OF DUBUQUE, DUBUQUE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN

CONNECTION WITH THE EMRI ECONOMIC DEVELOPMENT DISTRICT REDEVELOPMENT PROJECT

Whereas, the City Council of the City of Dubuque, Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 387-23 adopted on November 20, 2023, adopted an Urban Renewal Plan for an urban renewal area known as the Emri Economic Development District (the "Project Area"), which Project Area includes the lots and parcels described in said Urban Renewal Plan; and

Whereas, expenditures and indebtedness are anticipated to be incurred in the future to finance urban renewal project activities carried out in furtherance of the foregoing Urban Renewal Plan; and

Whereas, the City Council desires to provide for the division of revenue from taxation in the Project Area in accordance with the provisions of Section 403.19 of the Code of Iowa, as amended; and

Whereas, the following enactment is necessary to accomplish the objectives described in the premises.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, THAT:

Section 1: For purposes of this Ordinance, the following terms shall have the following meanings:

(a) Project Area shall mean that portion of the City of Dubuque, Iowa described in the Urban Renewal Plan for the Emri Economic Development District approved by Resolution No. 387-23 on November 20, 2023, which Project Area includes the lots and parcels located within the area now legally described as follows:

Lot 2 of Pizza Ranch Place, and all that part of the Right of Way of Radford Road adjacent to said Lot 2

All in the City of Dubuque, Iowa.

Section 2: The taxes levied on the taxable property in the Project Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3: That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Project Area upon the total sum of the assessed value of the taxable property in the Project Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Dubuque certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the

division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such Project Area.

Section 4: That portion of the taxes each year in excess of the base period taxes for the Project Area, determined as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into a special tax increment fund hereby established by the City of Dubuque to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12 of the Code of Iowa, incurred by the City of Dubuque, Iowa to finance or refinance, in whole or in part, urban renewal projects undertaken within the Project Area pursuant to the Urban Renewal Plan, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, but only to the extent authorized in Section 403.19(2), and taxes for the payment of bonds and interest of each taxing district and any other tax levy exceptions under Section 403.19 shall be collected against all taxable property within the Project Area without any limitation as hereinabove provided.

Section 5: Unless or until the total assessed valuation of the taxable property in the Project Area exceeds the total assessed value of the taxable property in said area as shown by the assessment roll referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Project Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6: At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Dubuque referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Project Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19 of the Code of Iowa, as amended, with respect to the division of taxes from property within the Project Area as described above. In the event that any provision

of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19 of the Code of Iowa with reference to the Project Area and the territory contained therein.

Section 8: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 20th day of November 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

4. Automated Speed Enforcement: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Police Chief Jeremy Jensen and Traffic Engineer Justine Hull made a presentation. Responding to questions from the City Council, Chief Jensen stated that the trucking industry logs their trucks' speeds and that the Iowa Department of Transportation (IDOT) acknowledges that crash data is challenging to analyze. City Attorney Brumwell confirmed that the proposed ordinance does not include language on vehicle rentals. City Engineer Gus Psihoyos stated that city staff review specific areas to determine speed limits, with residential streets automatically classified at 25 miles per hour and arterial speed limits determined by the 85th percentile of speeds. City Council Members discussed at length their perceptions of the ordinance, with many City Council Members interpreting the ordinance's intent as addressing safety concerns and emphasizing that they do not perceive the ordinance as a revenue generator. City Council Members also thanked residents for their input. Motion carried 6-1 with Resnick voting nay.

Motion by Jones for final consideration and passage of Ordinance No. 52-23 Amending Title 9 Motor Vehicles and Traffic, Chapter 7 Operation, Division 5 Speed Restrictions by enacting a new Section 9-7-321.286 Automated Speed Enforcement regarding automated speed enforcement and the process for challenging an automated speed citation. Seconded by Sprank. Motion carried 6-1 with Resnick voting nay.

**ORDINANCE NO. 52 - 23
AMENDING TITLE 9 MOTOR VEHICLES
AND TRAFFIC, CHAPTER 7 OPERATION,
DIVISION 5 SPEED RESTRICTIONS BY EN-
ACTING A NEW SECTION 9-7-321.286 AU-
TOMATED SPEED ENFORCEMENT RE-
GARDING AUTOMATED SPEED ENFORCE-
MENT AND THE PROCESS FOR**

CHALLENGING AN AUTOMATED SPEED CITATION

Whereas, the City Council has been presented with information and opinions concerning Automated Speed Enforcement; and

Whereas, the Dubuque City Council finds the use of Automated Speed Enforcement advances a multitude of public interests including but not limited to traffic safety, safety of emergency responders, acting as a police force multiplier, and as a cost-effective mechanism for the enforcement of speed laws benefiting taxpayers; and

Whereas, the use of Automated Speed Enforcement devices which capture license plate image(s) strikes a desirable balance between the above-stated public interests and privacy interests of the motoring public; and

Whereas, the National Law Enforcement Telecommunications System is a cost-effective means for determining ownership of vehicles detected as traveling in violation of speed laws within the City limits; and

Whereas, the technology underlying Automated Speed Enforcement is reliable and its accuracy is verified by a police officer.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. Title 9, Chapter 7, Division 5 of the City of Dubuque Code of Ordinances is amended by adding the following section:

9-7-321.286: AUTOMATED SPEED ENFORCEMENT:

A. General: In accordance with its police powers, the City may deploy, erect, or cause to have erected an automated speed enforcement system for capturing images of motor vehicles that violate speed laws by failing to obey the posted speed regulations within the City. The system may be managed by an Automated Speed Enforcement Contractor that owns and operates the requisite equipment. The police department shall retain supervisory control over the system. The Automated Speed Enforcement Contractor shall provide photographic and/or video images of any potential violations to the police department to review and, in the event the police department determines a vehicle was operated in violation of the City's speed ordinances, the police department shall direct that a notice of Automated Speed Citation be issued to the vehicle owner in accordance with this section.

B. Definitions:

1. Automated Speed Citation shall mean a notice of violation generated in connection with the Automated Speed Enforcement System.

2. Automated Speed Enforcement Contractor shall mean the company or entity, if any, with which the City of Dubuque contracts to provide equipment and/or services

in connection with the Automated Speed Enforcement System.

3. Automated Speed Enforcement System shall mean an electronic system consisting of a photographic, video, electronic, or digital camera, a speed sensor, and a vehicle sensor installed to work in conjunction with an official traffic controller or police department employee to automatically produce photographs, video, or digital images of each vehicle violating a speed limit ordinance.

4. Divided Highway shall mean a roadway that is separated by a median.

5. "Low or moderate income" also referred to as "LMI", means an individual earning no more than eighty percent of the higher of the median family income of the county or the statewide nonmetropolitan area as determined by the latest United States department of housing and urban development, section 8 income guidelines.

6. Undivided Highway shall mean a roadway without median separation.

7. Vehicle Owner shall mean the person or entity identified by the Iowa Department of Transportation, or identified by any other state vehicle registration office, as the registered owner of a vehicle detected violating a traffic ordinance by failing to obey a speed regulation within the City. Notwithstanding the foregoing, in the event the Iowa Department of Transportation or any other state vehicle registration office identifies a person or entity as the lessee of the vehicle, that lessee shall be the Vehicle Owner for purposes of this section. In the event a state registration office does not specify whether a person or entity listed on the registration for the vehicle is the owner or the lessee of the vehicle, any person or entity listed on that vehicle registration may be deemed the Vehicle Owner and held jointly and severally responsible for a violation of this section.

C. Vehicle Owner Subject to Civil Fine for Automated Speed Citations:

1. If a vehicle is detected traveling at a speed above the posted limit, the Vehicle Owner shall be subject to a civil penalty as scheduled below in subsection 9-7-321.286(D).

2. Exemptions from this section are set forth in subsection 9-7-321.286(G) and shall not be considered violations for purposes of the Automated Speed Enforcement System.

3. In no event will an Automated Speed Citation be sent or reported to the Iowa Department of Transportation or similar department of any other state for the purpose of being added to the Vehicle Owner's driving record.

D. Notice of Automated Speed Citation; Fines:

1. Upon a Dubuque Police Officer's determination that the Automated Speed Enforcement System has detected a violation described in subsection 9-7-321.286(C)(1), a notice of an Automated Speed Citation will be mailed to the Vehicle Owner for each such violation recorded by the Automated Speed Enforcement System. The Automated Speed Enforcement Contractor shall mail the notice within thirty (30) days after receiving information about the Vehicle Owner. The notice shall include the name and address of the Vehicle Owner; the vehicle make, if available and readily discernable; the vehicle registration number; the violation alleged; the time, date, and location of the alleged violation; the applicable civil penalty; information as to the manner in which the Automated Speed Citation may be challenged; and that the basis of the notice is a photographic or video record generated by an Automated Speed Enforcement System.

2. Speed Zone Under 45 Miles Per Hour and Undivided Highways with Speed Zone 45 Miles Per Hour.

Any violation of subsection 9-7-321.286(C)(1) which occurs in an area:

a. With a speed limit under 45 miles per hour or

b. On an Undivided Highway where the speed zone is 45 miles per hour shall be subject to a civil penalty as scheduled in the table below, and the civil penalty for any violation committed in a designated construction zone (as provided by the Code of Iowa), shall be doubled, as scheduled below, subject in any event to the statutory limit on civil penalties applicable to municipal infractions.

<45 mph Speed Limit and Undivided Highways with 45 miles per hour Speed Limit						
Over Speed Limit (MPH)	First Of- fense Civil Penal- ties	Sec- ond Of- fense Civil Penal- ties	Third & Sub- se- quent Of- fenses Civil Penal- ties*	Third Of- fense Com- munity Ser- vice Op- tions	Fourth Of- fense Com- munity Ser- vice Op- tions - LMI In- dividu- als ONLY	Construc- tion & School Zones Civil Penalties
1 – 5	N/A	N/A	N/A	N/A	N/A	\$0
6 – 10	N/A	N/A	N/A	N/A	N/A	\$100
11 – 15	\$100 Cour- tesy Waiver	\$125 50% reduc- tion to \$62.50	\$150	Com- mu- nity Ser- vice Avail- able	Com- mu- nity Ser- vice Avail- able	1 st Offense: \$200 2 nd Offense: \$250 3 rd & Subse- quent: \$300
16 – 20	\$125 Cour- tesy Waiver	\$150 50% reduc- tion to \$75	\$175	Com- mu- nity Ser- vice Avail- able	Com- mu- nity Ser- vice Avail- able	1 st Offense: \$250 2 nd Offense: \$300 3 rd & Subse- quent: \$350
21 – 25	\$150	\$175	\$200	N/A	Extra Com- munity Ser- vice Re- quired	1 st Offense: \$300 2 nd Offense: \$350 3 rd & Subse- quent: \$400
26 – 30	\$175	\$200	\$225	N/A	Extra Com- munity Ser- vice Re- quired	1 st Offense: \$350 2 nd Offense: \$400 3 rd & Subse- quent: \$450
31 +	\$200	\$225	\$250	N/A	Extra Com- munity Ser- vice Re- quired	1 st Offense: \$400 2 nd Offense: \$450 3 rd & Subse- quent: \$500

*After issuance of a First and Second offense all Third and Subsequent Offenses shall move into the civil penalty category for Third & Subsequent Offenses.

3. Divided Highways with a Speed Limit 45 Miles Per Hour or Higher.

Any violation of subsection 9-7-321.286(C)(1) which occurs on a divided highway with a speed limit 45 miles per hour or higher shall be subject to a civil penalty as scheduled in the table below, and the civil penalty for any violation committed in a designated construction zone (as provided by the Code of Iowa), shall be doubled, as scheduled below, subject in any event to the statutory limit on civil penalties applicable to municipal infractions.

*After issuance of a First and Second offense, all subsequent offenses shall move into the civil penalty category for Third & Subsequent Offenses.

E. Challenging an Automated Speed Citation: Within thirty (30) days from the date appearing at the top of a notice of Automated Speed Citation sent to the Vehicle Owner, the Vehicle Owner may either pay the fee associated with the citation or challenge the citation by submitting a written challenge to the citation or requesting that a municipal infraction be filed pursuant to Iowa Code §364.22. Any such written challenge or request must be on a form specified by and available from the City as indicated on the notice and be sent to the City according to the instructions on that form. Upon

Divided Highways with a Speed Limit 45 miles per hour or Higher						
Over Speed Limit (MPH)	First Offense Civil Penalties	Second Offense Civil Penalties	Third & Subsequent Offenses Civil Penalties*	Third Offense Community Service Options	Fourth Offense Community Service Options - LMI Individuals ONLY	Construction & School Zones Civil Penalties
1 – 5	N/A	N/A	N/A	N/A	N/A	\$0
6 – 10	N/A	N/A	N/A	N/A	N/A	\$100
11 – 15	N/A	N/A	N/A	N/A	N/A	\$200
16 – 20	\$125 Courtesy Waiver	\$150 50% reduction to \$75	\$175	Community Service Available	Community Service Available	1 st Offense: \$250 2 nd Offense: \$300 3 rd & Subsequent: \$350
21 – 25	\$150	\$175	\$200	N/A	Extra Community Service Required	1 st Offense: \$300 2 nd Offense: \$350 3 rd & Subsequent: \$400
26 – 30	\$175	\$200	\$225	N/A	Extra Community Service Required	1 st Offense: \$350 2 nd Offense: \$400 3 rd & Subsequent: \$450
31 +	\$200	\$225	\$250	N/A	Extra Community Service Required	1 st Offense: \$400 2 nd Offense: \$450 3 rd & Subsequent: \$500

receipt of a written challenge, a Dubuque Police Officer shall determine whether the citation should be rescinded. Within thirty (30) days after the City receives such a challenge, the City shall notify the Vehicle Owner whether the challenge to the Automated Speed Citation is successful, in which case, the citation shall be rescinded. Otherwise, the citation shall stand. Thereafter, the City may seek voluntary

payment and/or file the citation as a municipal infraction against the Vehicle Owner, all as set forth in subsection (F) hereof.

F. Failure to Timely Pay or Challenge Automated Speed Citation: If the recipient of an Automated Speed Citation does not either pay the fine by the due date stated on the original citation or successfully challenge the citation as provided herein, the City may file a municipal infraction against the Vehicle Owner in accordance with City Code § 1-4-2 and § 364.22 of the Code of Iowa, seeking judgment for the violation and the applicable civil penalty provided in subsections 9-7-321.286(C) and (D), plus state-mandated filing fees and court costs. If judgment is entered for the City in the municipal infraction proceeding, the City may, subject to applicable law, pursue enforcement of the judgment together with interest as permitted by law. Collection of the judgment may include referral to the State of Iowa Offset Program administered by the Department of Administrative Services, State Accounting Enterprise, or any similar subsequent agency. Notwithstanding the City's right to file a municipal infraction, the City may first seek voluntary payment of the fine by sending a written request for payment to the Vehicle Owner and/or referring the matter to a private service agent to conduct collection in accordance with all applicable law.

G. Exemptions from Section 9-7-321.386: The following shall not be considered violations of this ordinance:

1. The operator of the vehicle in question was issued a uniform traffic citation for the violation in question pursuant to City Code §9-7-321.285 or Chapter 321 of the Code of Iowa.

2. The violation occurred at any time after the vehicle in question or its state registration plates were reported to a law enforcement agency as having been stolen, provided, however, the vehicle or its plates had not been recovered by the Vehicle Owner at the time of the alleged violation.

3. The vehicle in question was an authorized emergency vehicle.

4. The Dubuque Police Officer inspecting the recorded image determines that the vehicle in question was lawfully participating in a funeral procession.

The foregoing list of exemptions from Section 9-7-321.286 shall not be construed as limiting the defenses available to challenge an Automated Speed Citation or defend against a municipal infraction.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 20th day of November, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

COUNCIL MEMBER REPORTS

Council Member Farber reported on attending the National League of Cities (NLC) Information Technology and Communications Committee (ITC) meeting and her recent presentation at NLC's City Summit conference on the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant.

Council Member Jones reported on the recent City and School Election and a recent legislative breakfast he attended on brain health.

Council Member Wethal reported on attending a neighborhood dinner at the Dubuque Rescue Mission and a MercyOne and Veterans Affairs (VA) health clinic on caring for veterans at risk of suicide.

Council Member Roussell reported on attending a Dubuque Audubon Society Clean Up event at the 16th St. Detention Basin, Ruby Sutton Day at the Multicultural Family Center (MFC) and Opening Doors' Attitude of Gratitude event. Ms. Roussell also congratulated the Dubuque Symphony on their recent performance honoring veterans.

Mayor Cavanagh also reported on attending NLC's City Summit conference. Mayor Cavanagh stated that at the conference he joined Chief of Equity and Human Rights Gisella Aitken-Shadle in working toward NLC's City Inclusive Entrepreneurship Program and that he participated in a panel on revitalizing downtowns.

CLOSED SESSION

Motion by Jones to convene in closed session at 10:57 p.m. to discuss Confidential Records and Purchase or Sale of Real Estate – Chapter 21.5(1)(a),(j) Code of Iowa. Seconded by Sprank. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 11:30 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:30 p.m.

/s/Adrienne N. Breitfelder, CMC City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 5:30 p.m. on December 4, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Pro Tem Wethal; Mayor Cavanagh (attended virtually); Council Members Farber, Jones, Resnick, Roussell, Sprank; City Manager Van Milligen, City Attorney Brumwell.

Mayor Pro Tem Wethal read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Railroad Quiet Zone Study.

WORK SESSION**Railroad Quiet Zone Study**

Project Manager Steve Sampson Brown introduced Project Manager Bryan Janssen and Project Engineer Jacob Sprengeler, both of Anderson-Bogert, who gave a presentation on the Railroad Quiet Zone Study progress to date and next steps. Responding to questions from the City Council, the consultants stated that railroad companies are required to maintain all the city's railroad equipment. The consultants further stated that Muscatine is an example of an Iowa city along the Mississippi river that has implemented railroad quiet zones and provided the timeframes to apply for federal funding. Mr. Brown responded to a question regarding the public input process, stating that written notice will be sent to those residing near the train tracks and that direct engagement will be important to communicate necessary information. Responding to a question from the City Council regarding next steps, City Manager Van Milligen stated that the project has been overseen by the Dubuque Metropolitan Area Transportation Study (DMATS) up until this point, therefore DMATS representatives could share next steps. Chandra Ravada, Director of Transportation, Planning, and Transit Services for the East Central Intergovernmental Association (ECIA), who oversees DMATS, stated that discussions have occurred with Director of Strategic Partnerships Teri Goodmann and determinations are being made on applying for grant funding as a region. Mr. Ravada further stated that the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program grant deadline is in the spring of 2024 and that award recipients will be announced in the late fall.

There being no further business, Mayor Pro Tem Wethal declared the meeting adjourned at 6:26 p.m.

/s/Adrienne N. Breitfelder, CMC City Clerk

**CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION
OFFICIAL**

The Dubuque City Council met in regular session at 6:30 p.m. on December 4, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Pro Tem Wethal; Mayor Cavanagh (attended virtually); Council Members Farber, Jones, Resnick, Roussell, Sprank; City Manager Van Milligen, City Attorney Brumwell.

Mayor Pro Tem Wethal read the call and stated this is a regular session of the City Council called for the purpose of conducting such business that may properly come before the City Council.

PLEDGE OF ALLEGIANCE

PROCLAMATION(S)

1. Eradication of Generational Poverty Day (December 7, 2023) was accepted by Sarah Coble on behalf of the Fountain of Youth Program.

CONSENT ITEMS

Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated. Seconded by Farber. Motion carried 7-0.

1. Minutes and reports submitted: City Council Proceedings of 11/20/23; Zoning Advisory Commission of 11/29/23; Zoning Board of Adjustment of 11/16/23. Upon motion the documents were received, filed, and approved.

2. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Mary LeGrand and David Smith for property damage; Dennis Noel for vehicle damage; Donovan Tann for property damage. Upon motion the documents were received, filed, and concurred.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 392-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 392-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-City Treasurer shall keep an accurate account of all disbursements, money, or property, specifying date, to whom, and from what fund paid; and

Whereas, the invoices, presented by those firms and persons providing such goods and services have been pre-audited by Finance Department personnel in accordance with generally accepted internal control procedures and have been determined to have been requisitioned for a lawful municipal purpose; and

Whereas, the Chief Financial Officer-City Treasurer has provided a list of Expenditures [provided] hereto, and by this reference made a part hereof, to be drawn to pay for goods and services provided for City purposes; and

Whereas, the City Council of the City of Dubuque has heretofore, by Resolution 142-18 adopted May 7, 2018, authorized the Chief Financial Officer-City Treasurer to issue checks in payment of certain expenditures known as Exception Expenditures prior to City Council approval and such list is [provided] hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The Chief Financial Officer-City Treasurer is hereby authorized to issue payment for goods and services provided for City purposes in response to the purchase orders and contracts issued in compliance with state and municipal code as requested by designated requisitioning authorities in accordance with approved budget appropriations.

Section 2. In accordance with Iowa Code Section 372.13(6), the City Clerk and Chief Financial Officer are hereby authorized and directed to provide the statement of receipts and disbursements to the City Council, and to publish a summary thereof.

Passed, approved, and adopted this 4th day of December, 2023.

Katy A. Wethal, Mayor Pro Tem
Attest: Adrienne N. Breitfelder, City Clerk

4. Fiscal Year 2025 Annual Tax Increment Financing Report: Upon motion the documents were received and filed.

5. Fiscal Year 2023 Iowa Urban Renewal Annual Report: Upon motion the documents were received and filed, and Resolution No. 393-23 Approving the Fiscal Year 2023 Urban Renewal Report for the City of Dubuque was adopted.

**RESOLUTION NO. 393-23
APPROVING THE FISCAL YEAR 2023 URBAN RENEWAL REPORT FOR THE CITY OF DUBUQUE**

Whereas, the Iowa Legislature approved HF 2460 in the 2012 Legislative Session, amending the current law pertaining to urban renewal districts; and

Whereas, HF 2460, otherwise known as the Urban Renewal Reporting Act of 2012, aims to increase transparency in the utilization of tax increment financing; and

Whereas, HF 2460 requires an annual urban renewal report be approved by the majority of a local governing body that had an active urban renewal plan anytime during the most recently ended fiscal year; and

Whereas, City staff have fulfilled the requirements outlined in the Act through a web-based reporting tool hosted by the Iowa Department of Management.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Fiscal Year 2023 Urban Renewal Report for the City of Dubuque be approved.

Section 2. That the Chief Financial Officer of the City of Dubuque, Iowa is hereby authorized and directed to submit the Report, with a record of this approval, to the Iowa Department of Management.

Passed, approved, and adopted this 4th day of December, 2023.

Katy A. Wethal, Mayor Pro Tem
Attest: Adrienne Breitfelder, City Clerk

6. Fiscal Year 2023 City Street Financing Report: Upon motion the documents were received and filed.

7. Nordstrom Inc. Property Tax Appeal Stipulation of Settlement Approval: Senior Counsel recommended approval of the Stipulation of Settlement for a 2023 property tax appeal filed by Nordstrom Inc. for their property located at Parcel No. 1029300009. Upon motion the documents were received, filed, and approved.

8. Kennedy Mall, Inc. 2023 Property Tax Appeal Stipulation of Settlement - Parcel No. 1028276002: Senior Counsel transmitted notice of a Stipulation of Settlement for a 2023 property tax appeal filed by Kennedy Mall, INC. for their property located at Parcel No. 1028276002. Upon motion the documents were received and filed.

9. Kennedy Mall, Inc. 2023 Property Tax Appeal Stipulation of Settlement - Parcel No. 1028276901: Senior Counsel transmitted notice of a Stipulation of Settlement for a 2023

property tax appeal filed by Kennedy Mall, Inc. for their property located at Parcel No. 1028276901. Upon motion the documents were received and filed.

10. Abstract of Votes - 2023 General Election: City Clerk transmitted the Abstract of Votes for the November 7, 2023 General Election as certified by the County Board of Canvassers. Upon motion the documents were received and filed.

State of Iowa, Abstract of Votes, Dubuque County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2023 City-School Election held on Tuesday, November 07, 2023, as shown by the tally lists returned from the several election precincts.

City of Dubuque – City Council At-Large

David Resnick - Received Five Thousand Nine Hundred and Eighty-Two (5,982) votes
Kelly Lucas - Received Two Thousand One Hundred and Thirty-Six (2,136) votes
Scattering - Received Thirty-Seven (37) votes
Total - Eight Thousand One Hundred and Fifty-Five (8,155) votes

We therefore declare: David Resnick to be duly elected for the office of City of Dubuque - City Council At-Large for the term of 4 years.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Dubuque, the county seat of Dubuque County, this Tuesday, November 14, 2023.

/s/Harley Pothoff, Chairperson of Board of Supervisors Chairperson

/s/Ann McDonough, Member of Board of Supervisors

/s/Wayne Kennicker, Member of Board of Supervisors

Attest: /s/Kevin Dragotto, County Auditor and Clerk of the Board of Supervisors

State of Iowa, Abstract of Votes, Dubuque County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2023 City-School Election held on Tuesday, November 07, 2023, as shown by the tally lists returned from the several election precincts.

City of Dubuque – City Council Ward 2

Laura J Roussell - Received One Thousand Eight Hundred and Four (1,804) votes
Scattering - Received Thirty-Three (33) votes
Total - One Thousand Eight Hundred and Thirty-Seven (1,837) votes

We therefore declare: Laura J Roussell to

be duly elected for the office of City of Dubuque - City Council Ward 2 for the term of 4 years.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Dubuque, the county seat of Dubuque County, this Tuesday, November 14, 2023.

/s/Harley Pothoff, Chairperson of Board of Supervisors Chairperson

/s/Ann McDonough, Member of Board of Supervisors

/s/Wayne Kennicker, Member of Board of Supervisors

Attest: /s/Kevin Dragotto, County Auditor and Clerk of the Board of Supervisors

State of Iowa, Abstract of Votes, Dubuque County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2023 City-School Election held on Tuesday, November 07, 2023, as shown by the tally lists returned from the several election precincts.

City of Dubuque – City Council Ward 4

Katy Ann Wethal - Received One Thousand Four Hundred and Sixty-Six (1,466) votes
Scattering - Received Twenty-Five (25) votes
Total - One Thousand Four Hundred and Ninety-One (1,491) votes

We therefore declare: Katy Ann Wethal to be duly elected for the office of City of Dubuque - City Council Ward 4 for the term of 4 years.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Dubuque, the county seat of Dubuque County, this Tuesday, November 14, 2023.

/s/Harley Pothoff, Chairperson of Board of Supervisors Chairperson

/s/Ann McDonough, Member of Board of Supervisors

/s/Wayne Kennicker, Member of Board of Supervisors

Attest: /s/Kevin Dragotto, County Auditor and Clerk of the Board of Supervisors

11. Pre-annexation Agreement – Michael Hodge & Annette Hall: Upon motion the documents were received and filed, and Resolution No. 394-23 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and Michael Hodge and Annette Hall was adopted.

**RESOLUTION NO. 394-23
APPROVING A PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND MICHAEL HODGE AND ANNETTE HALL**

Whereas, Michael Hodge and Annette Hall, the owner of the following described property located at 17257 Chicory Street in Dubuque County, Iowa (the Property) have submitted to the City Council of the city of Dubuque an application for voluntary annexation of the Property to the City of Dubuque:

Lot 8 of Wildflower Ridge Subdivision #3 in Dubuque County, Iowa, According to the Recorded Plat Thereof, Subject to Easements And Restrictive Covenants of Record

Whereas, Michael Hodge & Annette Hall have entered into a Pre-annexation Agreement with the City of Dubuque, a copy of which is [provided] hereto governing the future annexation of the Property; and

Whereas, the Property is not subject to an existing annexation moratorium; and

Whereas, the Property does not include any state or railroad property; and

Whereas, Iowa Code Section 368.7 authorizes the voluntary annexation of property in Dubuque County, Iowa, and the extension of city limits by voluntary annexation; and

Whereas, the annexation of the Property is consistent with the Comprehensive Plan of the City of Dubuque, necessary for the future orderly growth and development of the City of Dubuque, and will promote efficient and cost-effective extension of municipal services; and

Whereas, the City Council finds that the annexation of the Property is in the public interest.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The Pre-annexation Agreement by and between Michael Hodge & Annette Hall and the City of Dubuque is hereby approved.

Passed, approved, and adopted this 4th day of December 2023.

Katy A. Wethal, Mayor Pro Tem
Attest: Adrienne N. Breitfelder, City Clerk

12. Wilbricht Lane Detention Basin Project - CIP# 7202722: Upon motion the documents were received and filed, and Resolution No. 395-23 Accepting the Wilbricht Lane Detention Basin Project and authorizing the payment of the contract amount to the contractor was adopted.

**RESOLUTION NO. 395-23
ACCEPTING THE WILBRICHT LANE DETENTION BASIN PROJECT AND AUTHORIZING THE PAYMENT OF THE CONTRACT AMOUNT TO THE CONTRACTOR**

Whereas, the Public Improvement Contract for the Wilbricht Lane Detention Basin Project (the Project) has been completed by the Contractor, McDermott Excavating, (Contractor) and the City Engineer has examined the work and that the Project be accepted; and

Whereas, the final contract amount for the Project is \$338,860.71; and

Whereas, the Contractor has previously been paid \$321,917.67, leaving a balance of \$16,943.04; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The recommendation of the City Engineer is approved and the Project is hereby accepted.

Section 2. The Chief Financial Officer is hereby directed to pay to the Contractor the balance of the retainage of \$16,943.04 as provided in Iowa Chapter 573, and to pay such retainage only in accordance with the provisions of Iowa Code Chapter 573 or Iowa Code Chapter 26.13.

Passed, approved, and adopted this 4th day of December, 2023.

Katy A. Wethal, Mayor Pro Tem
Attest: Adrienne Breitfelder, City Clerk

13. Lower Bee Branch Creek Trail Extension – Dubuque Metropolitan Area Transportation Study Transportation Alternatives Program Multi-Use Trail Grant Application Approval: Upon motion the documents were received and filed, and Resolution No. 396-23 Authorizing the filing of a grant application with the Dubuque Metropolitan Area Transportation Study Transportation Alternatives Program Grant to assist with funding the Bee Branch Multi-Use Trail Extension Project was adopted.

**RESOLUTION NO. 396-23
AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE DUBUQUE METROPOLITAN AREA TRANSPORTATION STUDY TRANSPORTATION ALTERNATIVES PROGRAM GRANT TO ASSIST WITH FUNDING THE BEE BRANCH MULTI-USE TRAIL EXTENSION PROJECT**

Whereas, the Dubuque Metropolitan Area Transportation Study (DMATS) has allocated Transportation Alternatives Program (TAP) funds to be used on trail facilities; and

Whereas, the City of Dubuque is interested in connecting the Lower Bee Branch Trail with the Historic Millwork District; and

Whereas, the planned 10-foot-wide multi-use trail connection will be located along the Highway 61/151 on ramp between 12th Street and 11th Street, and then adjacent to the Jule Operations and Training Center between 11th Street and 9th Street and the proposed project will also include on-street bike lanes on 11th Street and 9th Streets starting at Pine Street and going west to their intersections with Elm Street; and

Whereas, the project is planned to be part of a multi-phase trail network that will extend connections to two regional trails -- Dubuque Heritage Trail and Mississippi River Trail -- as well as to the citywide trail system; and

Whereas, the City is seeking funding through the DMATS Transportation Alternatives Program Grant to assist the cost of constructing the described multi-use trail and bike lanes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The City is hereby authorized to file the grant application with the Dubuque Metropolitan Area Alternatives Study for the Federal Fiscal Year 2024-2027 Funding Cycle Transportation Alternatives Program Grant to assist with funding the extension of the Bee Branch Multi-Use Trail between 12th Street and 9th Street and funding on-street bike lane connections from the 11th Street and 9th Streets intersections with Pine Street heading west to their intersections with Elm Street.

Passed, approved, and adopted this 4th day of December 2023.

Katy A. Wethal, Mayor Pro Tem
Attest: Adrienne N. Breitfelder, City Clerk

14. Resolution Approving a Second Amendment to Development Agreement by and between the City of Dubuque, Iowa and 799 Main, LLC: Upon motion the documents were received and filed, and Resolution No. 397-23 Approving a Second Amendment to Development Agreement by and between the City of Dubuque, Iowa and 799 Main, LLC (Developer) was adopted.

**RESOLUTION NO. 397-23
APPROVING A SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT BY AND BE-
TWEEN THE CITY OF DUBUQUE, IOWA
AND 799 MAIN, LLC**

Whereas, the City of Dubuque, Iowa (City) and 799 Main, LLC entered into a Development Agreement, dated for reference the 17th day of July, 2023, as amended, providing for a Façade Grant, Planning & Design Grant, a Financial Consultant Grant, a Housing Creation Grant, and Urban Renewal Tax Increment Revenue Obligations; and

Whereas, the City and 799 Main, LLC desire to further amend the Agreement; and

Whereas, it is the determination of the City Council that approval of the Second Amendment to Development Agreement for redevelopment of the Property by 799 Main, LLC, according to the terms and conditions set out in the Second Amendment to Development Agreement, is in the public interest of the City of Dubuque.

NOW, THEREFORE, BE IT RESOLVED

BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Second Amendment to Development Agreement by and between the City of Dubuque, Iowa, and 799 Main, LLC, a copy of which is [provided] hereto, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Second Amendment to Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Second Amendment to Development Agreement as herein approved.

Passed, approved, and adopted this 4th day of December, 2023.

Katy A. Wethal, Mayor Pro Tem
Attest: Adrienne N. Breitfelder, City Clerk

15. Second Amendment to Purchase Agreement and Development Agreement between the City of Dubuque, Iowa and Union at the Marina, LP: Upon motion the documents were received and filed, and Resolution No. 398-23 Approving the Second Amendment to Purchase Agreement and Development Agreement between the City of Dubuque, Iowa and Union at the Marina, LP was adopted.

**RESOLUTION NO. 398-23
APPROVING THE SECOND AMENDMENT
TO PURCHASE AGREEMENT AND DEVELOPMENT
AGREEMENT BETWEEN THE
CITY OF DUBUQUE, IOWA AND UNION AT
THE MARINA, LP**

Whereas, a Purchase Agreement and Development Agreement (hereinafter, the "Agreement"), dated for reference purposes the 16th day of October, 2023, was entered into by and between the City of Dubuque, Iowa, a municipality ("City"), acting under authorization of Iowa Code Chapter 403, as amended, and Union at the Marina, LP, an Iowa limited partnership ("Developer") (collectively the "Parties"); and

Whereas, a First Amendment to the Agreement was entered into by the Parties on October 24, 2023; and

Whereas, the Parties desire to further amend the Agreement as set forth in the [provided] Second Amendment; and

Whereas, the City Council finds that it is in the best interests of the City to approve the Second Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA AS FOLLOWS:

Section 1. The Second Amendment [provided] hereto is hereby approved.

Section 2. The City Manager is authorized and directed to take such actions as are necessary to carry out the terms of the Second Amendment.

Passed, approved, and adopted this 4th day of December, 2023.

Katy A. Wethal, Mayor Pro Tem
Attest: Adrienne N. Breitfelder, City Clerk

16. Grass and Weed Cutting and Garbage Collection Assessments: Upon motion the documents were received and filed, and Resolution No. 399-23 Authorizing the city to collect delinquent grass and weed cutting and garbage collection charges in accordance with Title 6-4-3a and Title 6-8-2 of the Code of Ordinances of the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 399-23
AUTHORIZING THE CITY TO COLLECT DELINQUENT GRASS AND WEED CUTTING AND GARBAGE COLLECTION CHARGES IN ACCORDANCE WITH TITLE 6-4-3A and TITLE 6-8-2 OF THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IA**

Whereas, residential properties in the City of Dubuque are considered substandard if any conditions exist to an extent that endanger life, limb, health, property, safety, or welfare of the public or the occupants thereof; and

Whereas, whenever in the judgment of the Housing Officer, a nuisance that is "palpably and indisputably such" exists which requires immediate action to protect the public health, safety or welfare of the public, the Housing Officer may order the emergency abatement of such; and

Whereas, delinquent grass and weed cutting and garbage collection charges shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as general property taxes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section I. That the persons listed on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges:

Section 2. That the City Clerk be and is hereby ordered and directed to certify to the County Treasurer of Dubuque County, Iowa, that the persons named on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges in the amount set aside of the respective names, and that said amounts shall be collected in the same manner as general property taxes against the respective parcels of property set opposite the names of the owners.

Passed, approved, and adopted this 4th day of December, 2023.

Katy A. Wethal, Mayor Pro Tem
Attest: Adrienne N. Breitfelder, City Clerk

Location; Owner; Parcel #; Amount; Category
440 W Locust; Lot 2 Lynn's Place; Mid-America Property Management LLC PO Box 1572 Dubuque IA 52004-1572; 1024179006; \$122.68; Garbage
520 W Locust; Lot 4 Quigleys Sub of 710; Mid-America Property Management LLC PO Box 1572 Dubuque IA 52004-1572; 1024178002; \$272.86; Garbage
2903 Jackson; E 85' Of Lot 346 Davis Farm Add; Brothers3 LLC 14053 Kathleen Ct Dubuque IA 52003; 1013153020; \$142.68; Garbage
543 W 8th; Lot 1 of W 1/2 of Lot 11 of City Lot 688 & Pt of 654; Nottingham Properties LLC 855 S Grandview Hgts Dubuque IA 52003; 1025128002; \$118.83; Garbage
1266 Jackson; S 1/2 Lot 58 & N 1'6"- N 1/2 - Lot 59 East Dubuque Add; Landlord 36 Holdings LLC 10620 Southern Heights Pkwy Ste 110-802 Las Vegas NV 89141; 1024435006; \$165.18; Garbage
556 Clarke; Lots 1-3, 2-3 & 4 All In Buettell's Sub; Nottingham Properties LLC 2115 John F Kennedy Rd Dubuque IA 52002; 1024155052; \$179.02; Garbage
1345 Glen Oak; Lot 5 Rohners Sub; Gleason, Linda L 1345 Glen Oak St Dubuque IA 52001; 1023482010; \$179.02; Garbage
1497 Jackson; N 35' of N 1/5 of City Lot 494; Mid-America Property Management LLC PO Box 1572 Dubuque IA 52004-1572; 1024409006; \$247.86; Garbage
1551 Bluff; E 80' Lot 6 Cooleys Sub; 1551 Bluff Realty LLC 180 E Railroad St West Haverstraw NY 10993; 1024329040; \$191.52; Garbage
2631 University; Lot 1-7 Lenox Add; Dubuque Property Investments LLC 8505 Southern Hills Ct Dubuque IA 52003; 1027279019; \$125.18; Garbage
2515 Central; Lot 3-1-16 John King's Dubuque; McDermott Enterprises LLC 333 E 10th Dubuque IA 52001; 1013377037; \$179.02; Garbage
2131 Jackson; N 38'6"-E 1/2-Lot 38 L H Langworthy's Add; Schumacher, Kayci L & Joey L PO Box 3 Farley IA 52046; 1024208018; \$179.02; Garbage
2286 Central; W 1/2-S 1/2-Lot 18 & W 1/2- N 1/4-Lot 16P L H Langworthy's Add; Hanen, Shawn C & Christina M 8815 W Cavalier Dr Glendale AZ 85305; 1024130003; \$235.36; Garbage
1428 Iowa; S 26.38' of SM 1/5 & N 8.2' of N 26'2" of S 1/5 City Lots 455; River Walk Properties LLC PMB 311 Dubuque IA 52002; 1024407004; \$560.72; Garbage

460 W Locust; Lot 2-1 & 2-3 Bowens Sub; Mid-America Property Management LLC PO Box 1572 Dubuque IA 52004-1572; 1024409006; \$204.02; Garbage

1349 Dell; N 20' - N 40' - Lot 808 A Mcdaniels Sub; Frank, Brian K 309 Clark PO Box 101 Scales Mound IL 61075; 1024377025; \$166.52; Garbage

717 Lincoln; Lot 69 Cooks Add; Hollister, George A & Marjorie D 1916 1/2 Johnson St Dubuque IA 52001; 1013483015; \$135.00; Grass/Weeds

696 University; W 18' Lot 9, & E 29' 1" of Lot 9 Kelly's Sub; Inymac LLC 1451 Rimpau Ave Ste 105 Corona CA 92879; 1025129043; \$135.00; Grass/Weeds

2286 Central; W 1/2-S 1/2-Lot 18 & W 1/2- N 1/4-Lot 16P L H Langworthy's Add; Hanen, Shawn C & Christina M 8815 W Cavalier Dr Glendale AZ 85305; 1024130003; \$135.00; Grass/Weeds

1266 Jackson; S 1/2 Lot 58 & N 1'6"- N 1/2 - Lot 59 East Dubuque Add; Landlord 36 Holdings LLC 10620 Southern Heights Pkwy Ste 110-802 Las Vegas NV 89141; 1024435006; \$135.00; Grass/Weeds

425 Hill; Lot 29 Deming & Horrs Sub; Apgar, Griffith D & Kimberly S 425 Hill St Dubuque IA 52001; 1025176018; \$135.00; Grass/Weeds

1360 Dell; Lot 2-810 A Mcdaniels Sub; Paul, Jacob R 1825 74th Place Kenosha WI 53143; 1024340003; \$135.00; Grass/Weeds

2255 Chippewa; Lot 1 of W 150' of Lot 14 Highland Park; Freedom Properties LLC 3500 Dodge St #101 Dubuque IA 52003; 1022176025; \$135.00; Grass/Weeds

2226 Rhomberg; Lot 311 Hams Add; Lott, Julie A PO Box 1314 Dubuque IA 52004-1314; 1107457010; \$135.00; Grass/Weeds

321 Kaufmann; Lot 3 Weland's Sub; Valentine, Jeremy R 321 Kaufmann Ave Dubuque IA 52001; 1024127037; \$135.00; Grass/Weeds

1906 Ellis; N 1/2 of Lot 44 Cox's Add; Jasro LLC 1560 Langenberg Ave Iowa City IA 52240; 1024180012; \$135.00; Grass/Weeds

95 N Booth; Lot 2-N Pt of 2-3 Min Lot 158; Marik, Dayton 95 N Booth St Dubuque IA 52001; 1026287024; \$135.00; Grass/Weeds

1205 Cerro; Lot 11 & W 5' of Lot 12 Blk 9 Mar-ycresc Sub; Reid, Shelby Anne 1205 Cerro Dr Dubuque IA 52001; 1014352025; \$190.00; Grass/Weeds

2095 University; W 2'-1 Sub 13 Mineral Lot 172 Lot 2-13 Min Lot 172 & Lot 2 Mabels Sub; Culbertson, Dorothy A 757 Caledonia Pl Apt #1 Dubuque IA 52001; 1026132001; \$135.00; Grass/Weeds

1385 Kaufmann; Lot 2 Wiegand's Sub; Ties, Jacob W & Tomkins, Mallory M 1385 Kaufmann Ave Dubuque IA 52001; 1014357007; \$135.00; Grass/Weeds

1213 Rhomberg; SW 1/2 of Lot 11 Jungk's Dubuque; MLR Dubuque LLC 221 Birch St Denver CO 80207; 1118310018; \$135.00; Grass/Weeds

2240 Hoyt; Lot 1-3 Pfohl's Sub; Schulte, Timothy E 2240 Hoyt St Dubuque IA 52001; 1023327001; \$135.00; Grass/Weeds

1504 Iowa; S 20'-S 47'-W 1/2-S 1/5 of City Lot 454; Eichstadt, Alexander Lee & Andress 1 Worley Pl Asheville NC 28806; 1024403007; \$135.00; Grass/Weeds

1225 N Booth; Lot 2-1 Trenks Booth St Pl; Fries, Thomas A 1225 N Booth St Dubuque IA 52001; 1023483017; \$135.00; Grass/Weeds

2286 Central; W 1/2-S 1/2-Lot 18 & W 1/2- N 1/4-Lot 16P L H Langworthy's Add; Hanen, Shawn C & Christina M 8815 W Cavalier Dr Glendale AZ 85305; 1024130003; \$135.00; Grass/Weeds

2196 White; Faha Place & W 1/2-Lot 35 & N 1/2-W 1/2-Lot 36 L H Langworthy's Add; Leo Dubuque LLC 1500 1st Ave NE Cedar Rapids IA 52402; 1024208001; \$135.00; Grass/Weeds

696 University; W 18' Lot 9, & E 29' 1" of Lot 9 Kelly's Sub; Inymac LLC 1451 Rimpau Ave Ste 105 Corona CA 92879; 1025129043; \$135.00; Grass/Weeds

1540 Brian; Lot 2-14 Jaeger Hgts; Kiser, Alan T 1540 Brian Dr Dubuque IA 52003; 1501177002; \$190.00; Grass/Weeds

2226 Rhomberg; Lot 311 Hams Add; Lott, Julie A PO Box 1314 Dubuque IA 52004-1314; 1107457010; \$135.00; Grass/Weeds

2063 Morningview; Lot 19 Blk 1 Hillcrest Park; Roling, Lori 2036 Morningview Rd Dubuque IA 52001; 1118311017; \$135.00; Grass/Weeds

648 S Grandview; Lot 6 & S 10' of Lot 5 Columbia Add; Welu, Jacob 648 S Grandview Ave Dubuque IA 52003; 1036107006; \$135.00; Grass/Weeds

309 Jones; Lot 2-1 City Lot 569 & Lot 2-1 City Lot 570; Behning, Karl L 309 Jones St Dubuque IA 52001; 1025285007; \$245.00; Grass/Weeds

407 E 25th; W 74' of Lot 70 E Langworthy's Add; Hubbard, Heather M & Herring, Stacie L & Richard J 407 E 25th St Dubuque IA 52001; 1013413011; \$135.00; Grass/Weeds

1266 Jackson; S 1/2 Lot 58 & N 1'6"- N 1/2 - Lot 59 East Dubuque Add; Landlord 36 Holdings LLC 10620 Southern Heights Pkwy Ste 110-802 Las Vegas NV 89141; 1024435006; \$135.00; Grass/Weeds

985 Center; Lot 2 Newburgh's Sub; Farrey, Nolan R 985 Center Place Dubuque IA 52001; 1025102006; \$135.00; Grass/Weeds

650 W 8th; Lot 28 Rogers Sub; Budde's Home Improvement Inc 7697 N Indian Rdg East Dubuque IL 61025; 1025133006; \$135.00; Grass/Weeds

632 W 8th; Lot 25 Rogers Sub; Budde, Lance A 7697 N Indian Rdg East Dubuque IL 61025; 1025133009; \$135.00; Grass/Weeds

1875 St Joseph; Bal-E 50'-E 100'-W 250'-Lot 8 & E 50'-W 100'-E 240'-Lot 9 Sisters Add; Bissell, Ann E 1875 Saint Joseph St Dubuque IA 52003-7143; 1026405017; \$135.00; Grass/Weeds

730 Berkley; Lot 7 Blk 2 Sunnyview Hills Sub; Twining, Robert D II 730 Berkley Pl Dubuque IA 52001; 1014404021; \$135.00; Grass/Weeds

1886 Hansel; Lot 8 Blk 10A Key Knolls Sub; Mollenhour, Zachary M 1886 Hansel Dr Dubuque IA 52002; 1021453002; \$135.00; Grass/Weeds

717 Lincoln; Lot 69 Cooks Add; Hollister, George A & Marjorie D 1916 1/2 Johnson St Dubuque IA 52001; 1013483015; \$135.00; Grass/Weeds

1360 Dell; Lot 2-810 A Mcdaniels Sub; Paul, Jacob R 1825 74th Place Kenosha WI 53143; 1024340003; \$135.00; Grass/Weeds

2660 Central; N 1/2-W 1/2-273 Davis Farm Add; Eneogwe, Stanley 300 Pembroke Ln Schaumburg IL 60193; 1013328007; \$135.00; Grass/Weeds

2095 University; W 2'-1 Sub 13 Mineral Lot 172 Lot 2-13 Min Lot 172 & Lot 2 Mabels Sub; Culbertson, Dorothy A 757 Caledonia Pl Apt #1 Dubuque IA 52001; 1026132001; \$135.00; Grass/Weeds

1205 Cerro; Lot 11 & W 5' Of Lot 12 Blk 9 Marcrest Sub; Reid, Shelby Anne 1205 Cerro Dr Dubuque IA 52001; 1014352025; \$190.00; Grass/Weeds

2611 Pinard; Lot 285 Glendale Add #3; Puckett, Irma L 2611 Pinard St Dubuque IA 52001; 1013331008; \$135.00; Grass/Weeds

7661 N Westbrook; Lot 7 Westbrook Sub No 2; James, Jody C & Andrea Jo 7661 N Westbrook Dr Dubuque IA 52002; 1030151019; \$135.00; Grass/Weeds

425 Hill; Lot 29 Deming & Horrs Sub; Apgar, Griffith D & Kimberly S 425 Hill St Dubuque IA 52001; 1025176018; \$135.00; Grass/Weeds

2598 Elm; Lot 1-307 Glendale Add #3 & Lot 87 E Langworthy's Add; Ostert, Rebecca A 2598 Elm St Dubuque IA 52001; 1013337001; \$190.00; Grass/Weeds

1505 Montrose; Lot 15 & S 1 1/2' of Lot 14 Fairview Sub; Secure Home Offers LLC 2280 Woodworth St Dubuque IA 52001; 1024334012; \$135.00; Grass/Weeds

3087 Central; Lot 17 & 18 G R Wests Dubuque; Pottebaum, Ricky L 709 Garfield Ave Dubuque IA 52001; 1014232033; \$285.36; Garbage

1615 Adair; Lot 39 Woodlawn Park; Biedermann, Maxine A 1615 Adair St Dubuque IA 52001; 1023456007; \$676.08; Garbage

631 Chestnut; Lot 2 of 792 & Lot 2 of 793 A Mcdaniels Sub; BRB Properties LLC 8505 Southern Hills Ct Dubuque IA 52003; 1024378012; \$285.36; Garbage

631 Chestnut; Lot 2 of 792 & Lot 2 of 793 A Mcdaniels Sub; Brb Properties LLC 8505 Southern Hills Ct Dubuque IA 52003; 1024378012; \$226.36; Garbage

650 W 8th; Lot 28 Rogers Sub; Budde's Home Improvement Inc 7697 N Indian Rdg East Dubuque IL 61025; 1025133006; \$208.52; Garbage

3599 Crescent Rdg; Lot 4 Vosberg's Center Grove Sub; Rettenmaier, Randi J & Janet M 3599 Crescent Ct Dubuque IA 52003; 1028453010; \$257.20; Garbage

17. Fiscal Year 2023/Program Year 2022 End-of-Year Review for the Community Development Block Grant Consolidated Annual Performance and Evaluation Report (CAPER): Upon motion the documents were received and filed.

18. Award of CY2023 HAP Set-Aside Funding from HUD: Upon motion the documents were received and filed, and Resolution No. 400-23 Authorizing the Director of Housing and Community Development to execute the acceptance of the Notice of Award of the CY2023 HAP Set-Aside Funds was adopted.

**RESOLUTION NO. 400-23
AUTHORIZING THE DIRECTOR OF HOUSING AND COMMUNITY DEVELOPMENT TO EXECUTE THE ACCEPTANCE OF THE NOTICE OF AWARD OF THE CY2023 HAP SET-ASIDE FUNDS**

Whereas, the U.S. Department of Housing and Urban Development has published a PIH Notice 2023-07, outlining the funding opportunity for 2023 HAP Set-aside; and

Whereas, the City of Dubuque submitted an application for the 2023 HAP Set-aside under category 2.b. Portability; and

Whereas, it was determined by HUD that the City of Dubuque was eligible for such funding under category: Portability; and

Whereas, HUD has calculated the final award amount for the City of Dubuque in the amount of \$122,748.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1: That the Director of Housing and Community Development is hereby authorized and directed to execute the Notice of Award for the HUD 2023 HAP Set-aside.

Passed, approved, and adopted this 4th day of December 2023.

Katy A. Wethal, Mayor Pro Tem
Attest: Adrienne N. Breitfelder, City Clerk

19. January/February Issue of City News Newsletter: Upon motion the documents were received and filed.

20. 2023 Annual Legislative Dinner Meeting Documents: Upon motion the documents were received and filed.

21. Signed Contract(s): Tschiggfrie Excavating Change Order No. 2 for the Burlington Water Main Improvements project. Upon motion the documents were received and filed.

22. Approval of Retail Tobacco, Alternative Nicotine, and Vapor Product Permit Applications: Upon motion the documents were received and filed, and Resolution No. 401-23 Approving application for retail permit to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code §453A.47A was adopted.

**RESOLUTION NO. 401-23
APPROVING APPLICATIONS FOR RETAIL
PERMITS TO SELL TOBACCO, TOBACCO
PRODUCTS, ALTERNATIVE NICOTINE
PRODUCTS, AND VAPOR PRODUCTS, AS
REQUIRED BY IOWA CODE §453A.47A**

Whereas, applications for retail permits to sell tobacco, tobacco products, alternative nicotine products, vapor products, or a combination of these products have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by Iowa Code §453A.47A; and

Whereas, the Iowa Department of Revenue requires all applications be approved by the City Council; and

Whereas, all retail permits to sell tobacco, tobacco products, alternative nicotine products, and vapor products shall expire on June 30 of each year, as established in Iowa Code §453A.47A(7).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for retail permits to sell one or more of the following as specified on the retail permit applications: tobacco, tobacco products, alternative nicotine products, and vapor products.

Effective from: December 10, 2023 to midnight on June 30, 2024

Business Name, Business Address

Downtown Gas and Grocery, 1401 Central Ave.

Passed, approved, and adopted this 4th day of December 2023.

Katy A. Wethal, Mayor Pro Tem
Attest: Adrienne N. Breitfelder, City Clerk

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. Cable Television Commission: One, 3-Year Term through July 1, 2026 (Vacant Term of Heidenreich). Applicant: Georgina Guerrero, 245 Princeton Pl. Motion by Jones to appoint Ms. Guerrero to the three-year term through July 1, 2026. Seconded by Sprank. Motion carried 7-0.

PUBLIC HEARINGS

1. Rezoning 110 E. 30th Street, 114 E. 30th Street, and 2987 Jackson Street: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Planning Services Director Wally Wernimont provided a staff report. City Council Members thanked the Zoning Advisory Commission for conducting a special meeting to approve the request and expressed support for the ordinance, stating that the rezoning was necessary and appropriate for the area. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 53-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 110 E. 30th Street, 114 E. 30th Street, and 2987 Jackson Street from R-2A Alternate Two-Family Residential District and C-1 Neighborhood Commercial District to C-2 Neighborhood Shopping Center District. Seconded by Sprank. Motion carried 7-0.

**ORDINANCE NO. 53-23
AMENDING TITLE 16 OF THE CITY OF
DUBUQUE CODE OF ORDINANCES, UNIFIED
DEVELOPMENT CODE, BY RECLASSIFYING
HEREINAFTER DESCRIBED
PROPERTY LOCATED AT 110 E. 30TH
STREET, 114 E. 30TH STREET, AND 2987
JACKSON STREET FROM R-2A ALTERNATE
TWO-FAMILY RESIDENTIAL DISTRICT AND C-1
NEIGHBORHOOD COMMERCIAL DISTRICT TO C-2
NEIGHBORHOOD SHOPPING CENTER DISTRICT**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from R-2A Alternate Two-Family Residential District and C-1 Neighborhood Commercial District to C-2 Neighborhood Shopping Center District, to wit:

Lot 1 of Lot 2 of the Subdivision of the East 170 ft. of Lott 337 in Davis Farm, Lot 2 of Lot 2 of the Subdivision of the East 170 ft. of Lot 337 in Davis Farm, and Lot 1 of the Subdivision of the East 170 ft. of Lot 337 in Davis Farm, and the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved, and adopted this 4th day of December, 2023.

Katy A. Wethal, Mayor Pro Tem
Attest: Adrienne N. Breifelder, City Clerk

PUBLIC INPUT

Jordan Pape of Tucker Freight Lines, 1080 E. 12th St.; Matt Spahn of Dubuque Stamping, 32nd and Jackson St.; Joe Kirk of Prairie Farms; and Mike Igo of Klauer Manufacturing, 1185 Rosemont St., all respectively spoke regarding Action Item No. 5., expressing support for the updated ordinance and requesting to be involved in future discussions on traffic flows on Central Ave. and other key areas of truck travel within the city.

ACTION ITEMS

1. Update: 3000 Jackson Street, H&W Building: Motion by Jones to receive and file the documents. Seconded by Resnick. Assistant Housing and Community Development Director Michael Belmont provided an update on the recent status of the building, stating that a design of certain areas of the building to verify its stabilization is pending from McClure Engineering. Mr. Belmont also read an email from McClure Engineering that he received on December 4th. The email summarized recent work on the building, including selective demolition to remove unstable portions of the exterior, installation of temporary supports, and the various bracings being utilized as part of stabilization. Steve Emerson, owner of the building, spoke virtually about recent updates to the building stabilization and stated that April 10th is the targeted deadline for work completion, as that is the deadline for the state funding he is seeking for the project. City Council Members

expressed frustration on the progress of the building, stating that they receive consistent public input on the negative impacts of the street closures resulting from the stabilization efforts. Responding to a question from the City Council, Housing and Community Development Director Alexis Steger stated that the engineering firm's availability and capacity are factors that may delay completion of the stabilization. Mr. Belmont stated that the complexity, age, and size of the building leads to challenges and delays in analyzing next steps. Motion carried 7-0.

2. Housing Commission Research and Recommendation: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. City Council Members acknowledged that the proposed ordinance change would require landlords who accept Housing Choice Vouchers (HCV) to resign from the commission to abide by US Department of Housing and Urban Development (HUD) requirements. City Council Members thanked those members for their service on the commission and stated that while the city strives to have diversity of professional experience on commissions, that compliance with HUD requirements must occur. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 54-23 Amending City of Dubuque Code of Ordinances Title 2 Boards and Commissions, Chapter 5 Housing Agency and Community Development Commissions, Article B Housing Commission, Sections 2-5B-5 Membership and 2-5B-13 Powers. Seconded by Farber. Motion carried 7-0.

ORDINANCE NO. 54 - 23 AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 2 BOARDS AND COM- MISSIONS, CHAPTER 5 HOUSING AGENCY AND COMMUNITY DEVELOPMENT COM- MISSIONS, ARTICLE B HOUSING COMMISS- SION, SECTIONS 2-5B-5 MEMBERSHIP AND 2-5B-13 POWERS

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. Section 2-5B-5 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-5B-5: MEMBERSHIP:

A. Number: The commission comprises ten (10) residents of the city.

B. Age: Residents must be eighteen (18) years of age or older.

C. Special Qualifications:

1. At least three (3) members must be selected specifically on the basis of experience in real estate development, banking, finance, accounting, funds management, or other related areas of expertise.

2. One (1) member must be a person who is a recipient of tenant based rental assistance under section 8 of the United States Housing Act of 1937, whose name appears on a lease of section 8 property. If such member ceases to be a recipient of rental assistance under section 8, the term of such member is deemed terminated and a new member who meets the requirements of this subsection must be appointed for the remainder of the term.

3. The remaining members are at-large members.

4. No property owner or landlord accepting Housing Choice Vouchers may serve pursuant to 24 CFR 982.161 and Section 18 of the Annual Contributions Contract.

5. Cross-Representation:

a. One (1) member must be appointed by the commission, with city council approval, to serve on the community development advisory commission.

b. One (1) member must be appointed by the commission, with city council concurrence, to serve on the long-range planning advisory commission.

Section 2. Section 2-5B-13 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-5B-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To contribute as appropriate in the planning, coordinating, and review of housing development;

B. To conduct public hearings to ensure meaningful citizen input in the planning, implementation, and assessment of the city's housing programs;

C. To provide for and encourage the participation of low- and moderate-income persons in the planning, implementation, and assessment of housing programs;

D. To provide input into the community planning process and to assist in accomplishing a coordinated and consistent housing development program of the city in accordance with present and future housing needs;

E. To request and review ongoing surveys assessing housing needs and identifying future community housing needs, particularly the needs of persons of low and moderate income;

F. To support the efforts of the city council and other city commissions in the assessment of the general housing needs of the community;

G. To undertake from time-to-time other specific ongoing housing planning which may be referred to it by the city council;

H. To research and recommend to the city council policies and programs facilitating the development of affordable housing;

I. To undertake public information efforts to educate citizens of the availability of federal, state, and locally funded housing assistance programs;

J. To assist in the preparation of the housing element of the city comprehensive plan and the annual consolidated plan; and

K. Undertake such additional duties, upon the request of the City Council.

Section 3. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 4th day of December, 2023.

Katy A. Wethal, Mayor Pro Tem

Attest: Adrienne Breitfelder, City Clerk

3. Childcare Business Champion Pledge: Motion by Resnick to receive and file the documents and approve pledging \$25,000 toward a childcare wage enhancement effort. Seconded by Sprank. City Council Members congratulated Dubuque Initiatives on their creativity with the pledge and emphasized that access to quality childcare and living wages for childcare workers are important community needs. Motion carried 7-0.

4. Central Avenue & White Street Corridor Traffic Study: Request to Distribute RFP and Create an RFQ Review Committee - CIP 55-24000038: Motion by Jones to receive and file the documents and approve distribute a Request for Proposals (RFP) for professional consultant services to study the feasibility of Central Avenue and White Street from its existing one-way pair to all alternatives for these corridors, including a two-way conversion, from 4th Street to 22nd Street. Seconded by Sprank. City Manager Van Milligen stated his intent to invite a property owner from the impacted area, a small proprietor from the impacted area, and a trucking representative to serve on the committee. City Council Members expressed support for committee representation from the business and trucking industries and commented on the potential for the area. Motion carried 7-0.

5. Central Avenue / White Street Truck Route Amend Commercial Motor Vehicles Ordinance: Motion by Farber to receive and file the documents and table the item to December 18, 2023. Seconded by Sprank. Point of Information by Resnick on whether the justification

for the motion could be stated. City Attorney Brumwell stated that a brief explanation could be provided on the rationale for selecting December 18th as the date for tabling the item. Mayor Pro Tem Wethal stated that additional time was needed to discuss the proposed ordinance amendment before a vote occurs. Motion carried 6-1 with Jones voting nay.

6. Work Session Request: Officer Involved Shooting Procedures: Motion by Jones to receive and file the documents and schedule the work session for February 19, 2024, at 5:30 p.m. Seconded by Roussell. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Jones reported on recent meetings of the Dubuque Metropolitan Area Solid Waste Agency Board, of which he and Council Member Resnick are board members, that have involved discussions on the planned expansion of the city's food waste collection program.

Council Member Resnick reported on the recent Legislative Dinner.

Council Member Sprank reported on recent events in the Central Avenue Corridor and Millwork District.

Mayor Cavanagh reported on his recent attendance at the United Nation's Climate Change Conference (COP28) with Sustainability Director Gina Bell.

Mayor Pro Tem Wethal reported on the Dubuque Symphony's recent performance and the Grand Opera House's upcoming performances of The Nutcracker Ballet. Mayor Pro Tem Wethal also stated the importance of remembering those who need assistance in the community during the holiday season.

CLOSED SESSION

Motion by Jones to convene in closed session at 7:45 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c), (j) Code of Iowa. Seconded by Resnick. Mayor Pro Tem Wethal stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:00 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Pro Tem Wethal declared the meeting adjourned at 9:00 p.m.

/s/Adrienne N. Breitfelder, CMC City Clerk

CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 5:30 p.m. on December 18, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber (attended virtually), Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell (attended virtually at the beginning of the session; arrived in-person by 6:20 p.m.).

Mayor Cavanagh read the call and stated this was a special session of the City Council called for the purpose of conducting a work session on the Waste Minimization Annual Report.

WORK SESSION

Waste Minimization Annual Report Presentation

Public Works Director Arielle Swift introduced Resource Management Supervisor Jake Jansen, who presented an annual report update on waste minimization efforts utilizing Fiscal Year 2022 as a benchmark. Responding to questions from the City Council, Mr. Jansen encouraged residents to utilize the city's RE-Think Waste DBQ web application (app) to reference what items can be recycled, confirm curbside collection schedules, and schedule large item pickups. Regarding the potential expansion of the food waste program, Mr. Jansen stated that barriers to participation should be reviewed and eliminated. Responding to a question regarding the methodology used for the report, Amanda Erickson, Solid Waste Planner/Coordinator with HDR, Inc., stated that the report consisted of city data and year over year data, with regional data also used for comparisons. Ms. Erickson further stated that the city should work with the landfill to acquire data on commercial tonnage to learn more about commercial waste outputs. Regarding a potential expansion of the city's offerings of recycling carts, Mr. Jansen recommended examining funding opportunities and options for various cart sizes. City Council Members referenced waste minimization grants available for organizations.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:22 p.m.

/s/Adrienne N. Breitfelder, CMC City Clerk

**CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION
OFFICIAL**

The Dubuque City Council met in regular session at 6:30 p.m. on December 18, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber (attended virtually), Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a regular session of the City Council called for the purpose of conducting such business that may properly come before the City Council.

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. Asphalt Paving Association of Iowa Awards for City Projects: Assistant City Engineer Bob Schisel summarized the awards the city received at the Asphalt Paving Association of Iowa (APAI) Annual Convention.

CONSENT ITEMS

Council Member Farber requested Item No. 23 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for Item No. 23. Seconded by Wethal. Motion carried 7-0.

1. Minutes and Reports Submitted: Arts and Cultural Affairs Advisory Commission of October 24, 2023; City Council Proceedings of December 4, 2023; Community Development Advisory Commission of November 29, 2023; Zoning Advisory Commission of December 6, 2023; Proof of Publication for City Council Proceedings of November 6, 2023, and November 20, 2023. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Ryan Berger for vehicle damage; Shelly Francois for vehicle damage; Elizabeth Neuhaus for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance

Pool: Elizabeth Neuhaus for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 402-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 402-23
AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-City Treasurer shall keep an accurate account of all disbursements, money, or property, specifying date, to whom, and from what fund paid; and

Whereas, the invoices, presented by those firms and persons providing such goods and services have been pre-audited by Finance Department personnel in accordance with generally accepted internal control procedures and have been determined to have been requisitioned for a lawful municipal purpose; and

Whereas, the Chief Financial Officer-City Treasurer has provided a list of Expenditures [provided] hereto, and by this reference made a part hereof, to be drawn to pay for goods and services provided for City purposes; and

Whereas, the City Council of the City of Dubuque has heretofore, by Resolution 142-18 adopted May 7, 2018, authorized the Chief Financial Officer-City Treasurer to issue checks in payment of certain expenditures known as Exception Expenditures prior to City Council approval and such list is [provided] hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The Chief Financial Officer-City Treasurer is hereby authorized to issue payment for goods and services provided for City purposes in response to the purchase orders and contracts issued in compliance with state and municipal code requirements as requested by designated requisitioning authorities in accordance with approved budget appropriations.

Section 2. In accordance with Iowa Code Section 372.13(6), the City Clerk and Chief Financial Officer are hereby authorized and directed to provide the statement of receipts and disbursements to the City Council, and to publish a summary thereof.

Passed, approved, and adopted this 18th day of December, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. 2024 Federal Legislative Priorities: Upon motion the documents were received, filed, and approved.

6. Kennedy Mall, Inc. 2023 Property Tax Appeal Stipulation of Settlement Approval - Parcel No. 1028276901: Senior Counsel recommended approval of the Stipulation of Settlement for a 2023 property tax appeal filed by Kennedy Mall, Inc. for their property located at Parcel No. 1028276901. Upon motion the documents were received, filed, and approved.

7. Kennedy Mall, Inc. 2023 Property Tax Appeal Stipulation of Settlement Approval - Parcel No. 1028276002: Senior Counsel recommended approval of the Stipulation of Settlement for a 2023 property tax appeal filed by Kennedy Mall, Inc. for their property located at Parcel No. 1028276002. Upon motion the documents were received, filed, and approved.

8. Temporary Agreement Between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque: Upon motion the documents were received and filed, and Resolution No. 403-23 Approving an agreement between the City of Dubuque and ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque was adopted.

**RESOLUTION NO. 403-23
APPROVING AN AGREEMENT BETWEEN
THE CITY OF DUBUQUE AND ITC MID-
WEST, LLC TO OPERATE AN ELECTRIC
TRANSMISSION SYSTEM IN THE CITY OF
DUBUQUE**

Whereas, the City of Dubuque, Iowa (City) and ITC Midwest, LLC (ITC Midwest) have tentatively entered into an Agreement for the operation of an electric transmission system in the City of Dubuque until such time as City and ITC Midwest finalize a franchise agreement to operate the system; and

Whereas, the City Council finds that it is in the best interests of the City of Dubuque to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The [provided] Agreement is hereby approved.

Section 2. The City Manager is authorized and directed to sign the Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this 18th day of December, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. Tree City USA Application Approval Request: Upon motion the documents were received, filed, and approved.

10. 2023 Pavement Marking Project: Acceptance of Public Improvement Construction Contract - Project Code: 5521000013: Upon motion the documents were received and filed, and Resolution No. 404-23 Accepting the 2023 Pavement Marking Project and authorizing the payment to the contractor was adopted.

**RESOLUTION NO. 404-23
ACCEPTING THE 2023 PAVEMENT MARK-
ING PROJECT AND AUTHORIZING THE
PAYMENT TO THE CONTRACTOR**

Whereas, the public improvement contract for the 2023 Pavement Marking Project, (the Project) has been completed by the Contractor, Ostrom Painting and Sandblasting, Inc. (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is \$229,562.50; and

Whereas, the Contractor has previously been paid \$218,084.42, leaving a balance of \$11,478.13; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

Section 2. The Chief Financial Officer is hereby directed to pay to the Contractor the balance of the retainage of \$11,478.13 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved, and adopted this 18th day of December 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

11. Reservation of Easements by the City of Dubuque: Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project: Upon motion the documents were received and filed, and Resolution No. 405-23 Approving the Reservation of Easements by the City of Dubuque in connection with the Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project was adopted.

**RESOLUTION NO. 405-23
APPROVING THE RESERVATION OF EASEMENTS BY THE CITY OF DUBUQUE, IOWA IN CONNECTION WITH THE TWIN RIDGE SANITARY SEWER EXTENSION AND LAGOON ABANDONMENT PROJECT**

Whereas, the City of Dubuque, Iowa is the owner of the following described real property in Dubuque County, Iowa:

Lot 12, Block 2, Dubuque Technology Park, in the City of Dubuque, Iowa; and Lot B of Twin Ridge Subdivision No. 5 in Dubuque County, Iowa (the Property); and

Whereas, the City of Dubuque, Iowa plans to reserve sanitary sewer utility easements over the above-described properties, as set forth in the [provided] Reservation of Easements, as part of the Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project and to ensure that the appropriate easements are in place prior to the future disposition of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA AS FOLLOWS:

Section 1. The Reservation of Easements by the City of Dubuque, Iowa, is hereby approved.

Section 2. The City Clerk is hereby authorized and directed to record the Reservation of Easements by the City of Dubuque, Iowa with the Dubuque County Recorder.

Passed, approved, and adopted this 18th day of December, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

12. Request to Distribute Request for Qualifications (RFQ) to hire a Mechanical/Electrical/Plumbing Systems Design Consultant & Architectural Design Consultant and Create an RFQ Review Committee: Upon motion the documents were received, filed, and approved.

13. Final Plat of Links Glen Place No. 2: Upon motion the documents were received and filed, and Resolution No. 406-23 Approving the Final Plat of Survey of Links Glen Place No. 2 in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 406 - 23
APPROVING THE FINAL PLAT OF SURVEY OF LINKS GLEN PLACE NO. 2 IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Links Glen Place No. 2 in the City of Dubuque, Iowa; and

Whereas, said Final Plat has been examined by the Zoning Advisory Commission and its approval has been endorsed thereon; and

Whereas, said Final Plat has been examined by the City Council and they find that it

conforms to the statutes and ordinances relating thereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Final Plat of Links Glen Place No. 2 in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Plat of Survey.

Passed, approved, and adopted this 18th day of December, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

14. Problem Property Assessment: Upon motion the documents were received and filed, and Resolution No. 407-23 Authorizing the city to collect delinquent problem property charges in accordance with 14-1J1 International Property Maintenance Code Section 106.5 and/or Section 109.5 Code of Ordinances of the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 407-23
AUTHORIZING THE CITY TO COLLECT DELINQUENT PROBLEM PROPERTY CHARGES IN ACCORDANCE WITH 14-1J1 INTERNATIONAL PROPERTY MAINTENANCE CODE SECTION 109.5 AND/OR SECTION 112.5 CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA**

Whereas, residential properties in the City of Dubuque are considered hazardous or unsanitary premises if problem properties are allowed to deteriorate according to 14-1J1; and

Whereas, whenever in the judgment of the Code Official, a nuisance that is "palpably and indisputably such" exists which requires immediate action to protect the public health, safety or welfare of the public, the Code Official may order the emergency abatement of such; and

Whereas, delinquent problem property charges shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as general property taxes.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the persons listed on the attached Problem Property Assessment Schedule are delinquent in the payment of problem property charges.

Section 2. That the City Clerk be and is hereby ordered and directed to certify to the County Treasurer of Dubuque County, Iowa, that the persons named on the attached Problem Property Assessment Schedule are delinquent in the payment of problem property charges in the amount set aside of the respective names, and that said amounts shall be

collected in the same manner as general property taxes against the respective parcels of property set opposite the names of the owners.

Passed, approved, and adopted this 18th day of December, 2023.

Brad M Cavanagh, Mayor

Attest: Adrienne N. Breifelder, City Clerk

Location; Owner; Parcel #; Amount; Category

1428 Iowa; S 26.38' of SM 1/5 & N 8.2' of N 26'2" of S 1/5 City Lots 455; River Walk Properties LLC Pmb 311 3500 Dodge St, Suite 205 Dubuque IA 52002; 1024407004; \$75.00; Towing Fee

1428 Iowa; S 26.38' of SM 1/5 & N 8.2' of N 26'2" of S 1/5 City Lots 455; River Walk Properties LLC Pmb 311 3500 Dodge St, Suite 205 Dubuque IA 52002; 1024407004; \$175.25; Legal Service Fee

15. College Student Brochures: City Manager provided copies of brochures for area college students that detail free Jule bus rides and area events. Upon motion the documents were received and filed.

16. City of Dubuque Aerial Photography Project: Upon motion the documents were received, filed, and approved.

17. Approval for Organizational Culture Change Consulting Services Contract Amendment: City Manager recommended City Council approval to issue an amendment to the contract with ViDL Solutions in the amount of \$100,000 to extend agreed-upon work to include the City's leadership team. Upon motion the documents were received, filed, and approved.

18. Purchase of One 35 ft. Gillig Electric Bus: Upon motion the documents were received, filed, and approved.

19. Signed Contract(s): MSA Professional Services, Inc for the Creek Crossing Restoration; Origin Design Co. for the Old Highway Road Water Main Connection Loop; Top Grade Excavating, Inc. for the Old Highway Road Water Main Connection Loop; Tschiggfrie Excavating for the Burlington Water Main Improvements. Upon motion the documents were received and filed.

20. Improvement Contracts / Performance, Payment and Maintenance Bonds: Cornerstone Concrete LLC for the 2023 Concrete work in the public right of way. Upon motion the documents were received, filed, and approved.

21. Request for Participation Initial Customer Notification Lead Service Line Replacement Pilot Program: Upon motion the documents were received and filed.

22. Certified Lists - Police Officer, Police Captain, Police Lieutenant, and Police Corporal: Civil Service Commission submitted the certified lists for the positions of Police Officer, Police Captain, Police Lieutenant, and Police Corporal. Upon motion the documents were received, filed, and made a matter of record.

December 13, 2023

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, an examination for the position of Police Officer was administered on December 9, 2023. We, The Civil Service Commission, hereby certify that the individuals listed in the attached list have passed the written examination administered on either March 11, 2023, May 6, 2023, August 12, 2023, or December 9, 2023, are using a valid transfer score, or are currently certified as an Iowa Law Enforcement Officer and any vacancies for the position of Police Officer should be filled from this list and that this list is good through March 12, 2024.

Police Officer

1. Dustin Allen, 2. Noah Altman, 3. Colton Bach, 4. Ser Jon Bennett – Transfer Score, 5. Dustin Brant, 6. Daniel Brimmer – Transfer Score, 8. Kaitlyn Frick, 8. Nathan Goodson-Gregg, 9. Ashley Hahnbaum – Certified, 10. Sophia Hammond, 11. Brandon Hoey, 12. Cassandra Holmes, 13. Evan Honkomp, 14. Sierra Hooper, 15. Marcus Leitzen, 16. Matthew Morel – Transfer Score, 17. Henry Nosek, 18. Noah Perry – Transfer Score, 19. Cassidy Randl – Transfer Score, 20. Jayson Schlarman – Transfer Score, 21. Kenneth Schrader, 22. Josh Vaulthier – Transfer Score, 23. Dave Weis, 24. Nathan Willman

Respectfully Submitted,
Civil Service Commissioner

December 13, 2023

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, a promotional examination for the position of Police Captain was administered on November 25, 2023. We, the Civil Service Commission, hereby certify that the individuals listed below have passed the written examination and any vacancy for the position of Police Captain should be made from this list and that this list is good for a period of (2) two years.

Police Captain

1. Bruce Deutsch, 2. Richard Fullmer, 3. David Welsh

Respectfully Submitted,
Civil Service Commissioner

December 13, 2023

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, a promotional examination for the position of Police Lieutenant was administered on October 24, 2023. We, the Civil Service Commission, hereby certify that the individuals listed below have passed the examination process and any vacancy for this position should be made from this list. This list is good for a period of (2) two years.

Police Lieutenant

1. Dane Cox, 2. Chad Crabill, 3. Billy Dieujuste, 4. Justin Dura, 5. Kane Hoffmann, 6. Ethan Lembke, 7. Matthew Levin, 8. Jordan Waddick, 9. Nathan Wall, 10. Thomas Warner

Respectfully Submitted,
Civil Service Commissioner

December 13, 2023

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, a promotional examination for the position of Police Corporal was administered on October 24 and 25, 2023. We, the Civil Service Commission, hereby certify that the individuals listed below have passed the written examination and any vacancy for the position of Police Corporal should be made from this list and that this list is good for a period of (2) two years.

Police Corporal

1. Justin Dura, 2. Nathaniel Lech, 3. Ethan Lembke, 4. Nicholas Soppe, 5. Nathan Wall, 6. Thomas Warner, 7. Austin Weitz

Respectfully Submitted,
Civil Service Commissioner

23. Approval of Retail Alcohol Licenses: Council Member Farber stated her intent to abstain from voting on this item due to her ownership of Magoo's Pizza, whose liquor license was listed on the resolution for renewal. Motion by Jones to receive and file the documents and adopt Resolution No. 408-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits. Seconded by Resnick. Motion carried 6-0 with abstention from Farber.

RESOLUTION NO. 408-23

APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS

Whereas, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City, and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

Renewals

AMC Theatres Dubuque 14, 2835 NW Arterial

Baymont Inn & Suites, 4025 McDonald Dr.
Brazen Open Kitchen Bar, 955 Washington St. Suite 101

Dubuque Golf & Country Club, 1800 Randall Pl.

Gary Dolphin's Iron Bar, 333 East 10th St. Suite 104

Hy-Vee Clubroom, 400 South Locust St. Clubroom Area

Kwik Stop 76, 2320 Gateway Dr.

Magoo's Pizza, 1875 University Ave.

The Morocco, 1413 Rockdale Rd.

Towneplace Suites By Marriott - Dubuque, 1151 Washington St.

Passed, approved, and adopted this 18th day of December 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

PUBLIC HEARINGS

1. Resolution Approving the Development Agreement by and among the City of Dubuque, Iowa, 400 Ice Harbor, LLC, and Hodge Company Providing for the Sale of City-owned Real Estate to 400 Ice Harbor, LLC and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Roussell to receive and file the documents and adopt Resolution No. 409-23 Approving a Development Agreement by and among the City of Dubuque, 400 Ice Harbor, LLC, and Hodge Company

Including the disposal of an interest in real property owned by the City of Dubuque by sale pursuant to the Development Agreement. Seconded by Sprank. Mike Fullan, 2074 Creekwood Dr., spoke on behalf of Hodge Company in support of the resolution. Motion carried 7-0.

**RESOLUTION NO. 409-23
APPROVING A DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, 400 ICE HARBOR, LLC, AND HODGE COMPANY INCLUDING THE DISPOSAL OF AN INTEREST IN REAL PROPERTY OWNED BY THE CITY OF DUBUQUE BY SALE PURSUANT TO THE DEVELOPMENT AGREEMENT**

Whereas, the City Council of Dubuque, Iowa, did on June 5, 2023 adopt an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District ("the Plan") for the Urban Renewal Area described therein; and

Whereas, the City of Dubuque, Iowa, is interested in stimulating reinvestment in the Greater Downtown Urban Renewal District; and

Whereas, the Plan provides, among other things, for the disposition of properties for private development purposes; and

Whereas, 400 Ice Harbor, LLC submitted to the City a proposal in the form of a Development Agreement for the development of property owned by the Developer which includes an Option Agreement to purchase certain City-owned real property hereinafter described ("the Parking Property"), which Parking Property is the real estate consisting of approximately 0.68 acres shown on Exhibit A, and which Development Agreement requests that this Parking Property be made available for sale as rapidly as possible; and

Whereas, Iowa Code Chapter 403 authorizes cities to dispose of property in furtherance of an urban renewal project and to take other actions as may be necessary to carry out the purposes of said Chapter, and the Plan similarly authorizes the City to dispose of property; and

Whereas, in compliance with Iowa Code Section 403.8, and to the extent required by law, Iowa Code Section 364.7, the City Council has set forth its proposal to approve the Development Agreement and to dispose of its interests in the Parking Property and the City Clerk published a notice on November 10, 2023 as required by law soliciting competitive proposals for the Development Agreement and the Parking Property; and

Whereas, as of 10:00 a.m. on December 11, 2023 the City Clerk received no competitive proposals for the Development Agreement and the Parking Property; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to approve the Development Agreement proposed by 400 Ice Harbor, LLC and the Option Agreement to purchase the Parking Property as provided in the Development Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The Council finds that the Development Agreement and the sale of the Parking Property will promote the purposes of the urban renewal law, Iowa Code Ch. 403 in the City and, together with the other consideration provided for in the Agreement, that these benefits constitute fair value for the City's disposal of interests in the Parking Property under Iowa Code Section 403.8.

Section 2. The Development Agreement by and among the City, 400 Ice Harbor, LLC, and Hodge Company, including the sale of the Parking Property as provided therein, is hereby approved.

Section 3. The Mayor is authorized and directed to execute said Development Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this 18th day of December, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution Adopting the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.4: Motion by Jones to receive and file the documents and adopt Resolution No. 410-23 Approving the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.4. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 410-23
APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN FOR THE GREATER DOWNTOWN URBAN RENEWAL DISTRICT, VERSION 2023.4**

Whereas, by Resolution 386-23 on November 20, 2023, the City Council of the City of Dubuque, Iowa authorized the preparation of an Amended and Restated Urban Renewal Plan (the "Amended and Restated Plan, Version 2023.4") for the Greater Downtown Urban Renewal District (the "District"); and

Whereas, the City of Dubuque's primary objective for the Amended and Restated Plan, Version 2023.4, is to provide opportunities which will further economic development purposes and objectives and remediate blighting conditions, and to address these objectives, additional projects are being added as described in the Amended and Restated Plan; and

Whereas, a consultation process has been undertaken with affected taxing entities in accordance with Chapter 403 of the Code of Iowa with no written objections or recommended changes to the Amended and Restated Plan, Version 2023.4, received; and

Whereas, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the proposed Amended and Restated Plan, Version 2023.4.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Amended and Restated Urban Renewal Plan, Version 2023.4, for the Greater Downtown Urban Renewal District, on file in the City Clerk's Office and made reference to herein, is hereby approved.

Section 2. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

Passed, approved, and adopted this 18th day of December, 2023.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

PUBLIC INPUT

Bradley Plummer, 1041 Shady Oaks Dr., read a letter that he submitted to the City Council regarding Action Item No. 2, in which he expressed concern for the increased odor generated from the Water & Resource Recovery Center.

City Clerk Breitfelder announced receipt of Mr. Plummer's letter, as well as input from Jordan Pape, Chief Sustainability Officer with Tucker Freight, 1080 E. 12th St., regarding his support of the proposed ordinance for Action Item No. 3.

ACTION ITEMS

1. Greater Dubuque Development Corporation - Quarterly Update: Motion by Jones to receive and file the documents and listen to the presentation. Seconded by Sprank. President and CEO Rick Dickinson to present the quarterly update on the activities of the Greater Dubuque Development Corporation (GDDC) and responded to a question from the City Council regarding GDDC's impact on the community. Motion carried 7-0.

2. Water & Resource Recovery Center Odor Abatement Efforts Update: Water & Resource Recovery Center (W&RRC) Director Deron Muehring made a presentation on odor abatement efforts at the Water & Resource Recovery Center (W&RRC). Responding to questions from the City Council, Mr. Muehring stated that the city hired US Peroxide, LLC

(USP) to provide recommendations on odor abatement, and that an improvement package will be submitted for Fiscal Year 2025 to fund the addition of hydrogen peroxide to the waste stream. City Manager Van Milligen stated that the city accepts high strength waste from businesses both in and around the city because it's a needed service. City Council Members acknowledged the increase in odors and emphasized the need to address the odors swiftly. City Council Members requested an update at the second City Council meeting in January. Motion carried 7-0.

3. Central Avenue / White Street Truck Route Amend Commercial Motor Vehicles Ordinance: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Responding to a question from the City Council, City Attorney Brumwell stated that the \$50 fine for violating the ordinance has been the fine amount for at least a decade. City Manager Van Milligen stated that rebuilding the Central Avenue Corridor was not in the city's five-year Capital Improvement Program (CIP), and that completion of the Central Avenue & White Street Corridor Traffic Study will provide additional traffic recommendations. City Manager Van Milligen acknowledged that the ordinance will be challenging to enforce. City Manager Van Milligen also announced the following trucking or business community representatives will participate in the traffic study request for proposals (RFP) committee: Joe Kirk, Terry Mozena, and Rick Dickinson. City Council Members expressed support for the ordinance and spoke about various factors that will impact truck traffic on Central Avenue and White Street, including automated speed enforcement and truck routing software. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 55-23 Amending City of Dubuque Code of Ordinances Title 9 Motor Vehicles and Traffic, Chapter 16 Miscellaneous City Provisions, Division 2 Trucks and/or Machinery, Section 9-16-321.901 Motor Truck Routes. Seconded by Sprank. Motion carried 7-0.

4. Update: 3000 Jackson Street, H & W Building: Motion by Sprank to receive and file the documents and listen to the presentation. Seconded by Roussell. Housing and Community Development Director Alexis Steger provided an update on 3000 Jackson Street, H & W Building. Responding to questions from the City Council, Ms. Steger stated that the streets currently closed around the H&W Building due to the stabilization work will not be reopened by

January 1st, and that plans have been established with the Public Works Department to address snow removal on the closed streets if necessary. City Council Members expressed disappointment that the closed streets will not be reopened by January 1st and requested an update at the first City Council meeting in January. Motion carried 7-0.

5. Agreement with Kwik Trip, Inc. - Kwik Trip, Inc. Convenience Store/Gas Station at Intersection of Seippel Road, and Airborne Road: Motion by Roussell to receive and file the documents and adopt Resolution No. 411-23 Approving an agreement between the City of Dubuque, Iowa and Kwik Trip, Inc. for construction of certain off-site public roadway and utility improvements at the intersection of Seippel Road and Airborne Road related to the proposed site improvements at said intersection. Seconded by Jones. Motion carried 7-0.

**RESOLUTION NO. 411-23
APPROVING AN AGREEMENT BETWEEN
THE CITY OF DUBUQUE, IOWA AND KWIK
TRIP, INC. FOR CONSTRUCTION OF CER-
TAIN OFF-SITE PUBLIC ROADWAY AND
UTILITY IMPROVEMENTS AT THE INTER-
SECTION OF SEIPPEL ROAD AND AIR-
BORNE ROAD RELATED TO THE PRO-
POSED SITE IMPROVEMENTS AT SAID IN-
TERSECTION**

Whereas, Kwik Trip, Inc. (KTI) has proposed a development project (the Project) at the intersection of Seippel Road and Airborne Road; and

Whereas, the City of Dubuque has determined that the Project will require certain improvements to the public right of way of Seippel Road and Airborne Road and KTI agrees that such improvements are reasonable and necessary; and

Whereas, the City of Dubuque has negotiated an Agreement, subject to City Council approval, with Kwik Trip, Inc. (KTI) for the construction of off-site public roadway and utility improvements at the intersection of Seippel Road and Airborne Road related to the proposed private site improvements by KTI at the southeast quadrant of said intersection; and

Whereas, the City Council finds that it is in the best interest of the City of Dubuque to approve the Agreement [provided] hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The Agreement [provided] hereto is hereby approved.

Section 2. The City Manager is authorized and directed to execute the Agreement on behalf of the City of Dubuque and to take such action as may be necessary to carry out the terms of the Agreement.

Passed, Approved, and Adopted this 18th day of December, 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Amending Taxicab Driver Licensing Requirements: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 56-23 Amending City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 7 Vehicles for Hire and Public Transportation, Article B Motorized Vehicles For Hire, Section 4-7B-8 Taxicab Business License and Taxicab Driver's Permit. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 56 - 23
AMENDING CITY OF DUBUQUE CODE OF
ORDINANCES TITLE 4 BUSINESS AND LI-
CENSE REGULATIONS, CHAPTER 7 VEHI-
CLES FOR HIRE AND PUBLIC TRANSPOR-
TATION, ARTICLE B MOTORIZED VEHI-
CLES FOR HIRE, SECTION 4-7B-8 TAXICAB
BUSINESS LICENSE AND TAXICAB
DRIVER'S PERMIT**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. Section 4-7B-8 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

4-7B-8: TAXICAB BUSINESS LICENSE AND TAXICAB DRIVER'S PERMIT:

....

B. Driver's Permit Requirements; Fee:

....

2. Application For Driver's Permit:

a. An application for a taxicab driver's permit must be filed with the city clerk's office on a form provided by the city clerk.

b. An applicant operating a taxicab with a seating capacity of less than seven (7) passengers must have, at a minimum, a valid Iowa class C non-commercial license or equivalent license issued by another state to obtain a taxicab driver's permit. An applicant operating a taxicab with a seating capacity of greater than seven (7) passengers must have, at a minimum, a valid Iowa class D chauffeur's license or equivalent license issued by another state to obtain a taxicab driver's permit. Temporary restricted licenses or work permit privileges are

not sufficient to obtain a taxicab driver's permit.

c. An applicant will be ineligible for a taxicab driver's permit if any of the following apply:

(1) The applicant is restricted to operating motor vehicles equipped with an ignition interlock device.

(2) The applicant's driving privileges have been suspended, revoked, barred, canceled, denied, or disqualified in the prior three (3) year period.

(3) The applicant has been convicted of more than three (3) moving violations in the prior three (3) year period.

(4) The applicant has been convicted of violating section 321.218, 321.277, or 321J.21, or section 321A.32, subsection 1, in the prior three (3) year period.

(5) The applicant has been convicted in the prior seven (7) year period of a felony, of violating section 321J.2 or 321J.2A, or of any crime involving injury to another person, damage to the property of another person, or operating a vehicle in a manner that endangers another person.

(6) The applicant is registered on the national sex offender registry.

d. The chief of police will investigate each applicant for a taxicab driver's permit and a report of such investigation will be attached to the application for consideration by the city clerk. Such report will state whether the applicant has, at a minimum, a valid Iowa class D-3 chauffeur's license or equivalent license issued by another state.

....

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 18th day of December, 2023.

Brad Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

7. Police Department Supervisor Wage Compression: Motion by Sprank to receive and file the documents and approve a budget allocation of \$80,482 from Fiscal Year 2024 savings to provide 5% increase for Police Department Lieutenants, Captains, and the Assistant Chief, and 6% increase for the Chief. Seconded by Jones. City Council Members associated this action item to city workforce attraction and retention. Motion carried 7-0.8. Fire

Department Organizational Changes and Wage Compression: Motion by Wethal to receive and file the documents and approve the Fiscal Year 2024 Fire Department organizational changes, creation of a new civilian fire inspector position, and wage adjustments. Seconded by Roussell. Responding to a question from the City Council, Fire Chief Amy Scheller spoke about the Deputy Fire Chief position resulting from readjustments to the department. City Council Members expressed support for the Deputy Fire Chief position. Motion carried 7-0.

9. Work Session Request: Travel Dubuque: Motion by Jones to schedule the work session for February 5, 2024, at 6:00 p.m. Seconded by Roussell. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Council Member Jones reported on participating in the emergency services annual holiday event at Hills and Dales.

Council Member Farber reported on speaking at the University of Dubuque's Graduate Physician Assistant Graduation Ceremony.

Mayor Cavanagh reported on his recent presentation on the Bee Branch Watershed to the Mississippi River Cities and Towns Initiative (MRCTI)

CLOSED SESSION

Motion by Jones to convene in closed session at 9:09 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:53 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:53 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

**CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION
OFFICIAL**

The Dubuque City Council met in special session at 12:00 p.m. on December 29, 2023, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a regular session of the City Council called for the purpose of conducting such business that may properly come before the City Council.

ACTION ITEMS

1. 911 Emergency Communications Center Agreement: Motion by Jones to receive and file the documents and adopt Resolution No. 412-23 Approving the Dubuque County Public Safety Answering Point Agreement between the City of Dubuque, Dubuque County, and the Dubuque County 911 Service Board. Seconded by Farber. Responding to a question from the City Council, Dubuque County Emergency Management Director Tom Berger summarized the outlook for expansion and regionalization of the emergency communications center. City Council Members commended the agreement and thanked all involved parties for their work on identifying a new center. Motion carried 7-0.

RESOLUTION NO. 412-23

Whereas, as described in Iowa Code 34A.3, the Board of Supervisors of each county maintains the 911 service board which includes the City and describes the roles, duties, responsibilities, and obligations of the Parties to one another; and

Whereas, the County, the City, and the 911 Board partner to provide emergency communication services to incorporated and unincorporated areas in Dubuque County; and

Whereas, the County, the City, and the 911 Board wish to memorialize the roles and responsibilities of each partner efficiently and clearly within this partnership.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, AS FOLLOWS:

Section 1. The City of Dubuque hereby consents to the Dubuque County Public Safety Answering Point Agreement between the City, Dubuque County, and the Dubuque County 911 Service Board, which is [provided] hereto.

Section 2. The Mayor is authorized and directed to execute the Dubuque County Public Safety Answering Point Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this 29th day of December 2023.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 12:14 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

A

A and M Trading	220
Abstract of Votes	463
Achievelt and Imagine Dubuque.....	161, 214
Adams, Kim, DuTrac Community Credit Union Senior Vice President of Operations and Facilities.....	364
Adobo's Mexican Grill	247
AECOM Technical Services, Inc.	258, 349
Aerial Photography Project.....	394, 476
Affordable Connectivity Program (ACP).....	427
Affordable Housing Network Inc. (AHNI).....	56, 88, 128, 139, 216, 358
Agee, Jane and Jennifer	140
Agreements	
Collective Bargaining	219
Contracted Services	13, 31, 243, 256, 279, 414
East-West Corridor Capacity Improvements - Professional Consultant Services Contract - Supplemental Agreement	165
Exclusive 3-Year Soft Drink Provider.....	86
Franchise	37, 387, 420, 448, 474
Funding.....	433
Grant.....	11, 31, 49, 50, 174, 175, 176, 182, 185, 304, 305, 321, 388, 391, 398, 404, 408, 409, 410, 425
Housing TIF	128
Management	97
Preconstruction	141
Purchase	399, 414, 426, 465
Purchase of Services.....	272, 339, 350
Right of Way/Land Transfers	177, 262
Settlement	76, 246, 247, 265, 279
Subrecipient	4, 54, 128, 182, 216, 244, 309, 339, 382, 387, 394, 417, 430
Subrecipient Grant	432, 433
Volunteer DBQ.....	76
Ahlers & Cooney, P.C., Attorney Conner Wasson	243
AI - Artificial Intelligence	428
Airport Zoning Commission	
Membership	313
Aldi, Inc	398
All Clear, Inc., (Contractor).....	32
Allen, Anthony	48, 137
Almost Home Rehabilitation	216, 244
Altered State, The	221
Ambrosy, Rebecca	127
AMC Theatres Dubuque.....	477
American Public Works Association's (APWA).....	215
American Queen Steamboat Operating Company, LLC	309
American Rescue Plan Act (ARPA)	45, 178, 338
Americans for the Arts' Arts & Economic Prosperity	407, 410
AmeriCorps	74, 81, 114, 334, 393
Amick, Captain David, Dubuque Salvation Army	180
Anderson-Bricker, Kristin and John.....	284
Angella Street, 514.....	143, 216
Annual Legislative Dinner	469
Applebee's Neighborhood Grill And Bar	247
Appointments to Various Boards and Committees	7
Area Residential Care.....	166
Art on the River.....	215, 317
Arts & Cultural Affairs Advisory Commission	45, 74
Minutes	214, 276, 320, 385, 412, 473
Recommendation	215, 272

Arts & Culture Operating Support Grant Program	132, 272
Asbury Plaza No. 22	139, 145
ASM Global	306
Asphalt Paving Association of Iowa Awards	473
Assessment Schedules	11, 50, 129, 131, 263, 466, 475
Atkinson, Brenda	74
ATV-UTV Ordinance	332
Automated Speed Enforcement	42, 70, 71, 178, 240, 269, 454, 456
Award of CY2023 HAP Set-Aside Funding	468

B

Backpocket Dubuque	55, 220
Bagheri, Ehsan, Parsons Transportation Group, Inc.	428
Bahl, Barbara J. and Terrence L.	3
Bahl, Steven Eldon and Sandra Jean	323
Baraboo's On Main	398
Barrel House Dubuque	398
Baum, Alex, Community Foundation of Greater Dubuque Director of Initiatives	302
Baymont Inn & Suites	477
BCD Contractors, (Contractor)	245
Becker Arena Products, Inc.	2, 32
Beecher Liquor	247
Beecher Store, Inc.	246
Beecher Wine & Spirit	186
Behnke, Tara	30
Bell Tower Productions	280
Bellevue Heights Road	217
Belser, Rick	1
Berger, Ryan	473
Berry, Robert	215
Berry, Zach	249
Biedermann, Jeremy and Andres	325
Big 10 Mart Stores	220, 310, 435
BIG Tier 1 Grant	433
Black Business Expo	350, 410
Black Heritage Survey	1, 383, 394
Blend Business Dining	398
Bloomberg City Lab in Washington, D.C.	428
Bloomberg Philanthropies' Public Art Challenge	31
Blue Sky, Inc.	145, 148
Bluff Street, 1047	321
Bluff Street, 1509-1511	3
Board of Library Trustees	
Membership	225, 248
Boating Infrastructure Tier 1 Grant	308, 338, 432, 433
Bodish, Becky, Four Mounds Program Manager	302
Boge, Jill	385, 393
Bonds	
General Obligation Bonds	134, 158, 272, 284, 316, 349
Moody's Upgrade	284
Sewer Revenue Capital Loan Notes	33, 343, 344, 379, 380
Botanicanna	220
Bowling and Beyond Site	See Hawthorne Street, 1860
Bowling Lanes	186
Boxleiter, Shea and Anna and Amelia	229
Boyd, Courtney, Clarke University Women's Basketball Head Coach	126
Boys & Girls Club	142, 256, 428
BP Fuel	76, 220

Brahm, Joseph, Parsons Transportation Group, Inc. Project Manager	428
Brazen Open Kitchen Bar	477
Bread and Vine	38, 220
Brehm, John and Diane	See Voluntary Annexation
Brewer, Chris, AECOM	258
Brewer, Chris, Bolton & Menk Consultant	29
Bridge Restaurant, The	435
Brimeyer, Cathy	81
Brownfield Conceptual Redevelopment Plan	181
Brunswick Street, 2820	454
Bryant Elementary School	229, 407, 408
Budde, Jacqueline	74
Budget	
Amendment	167, 191, 215, 405
Public Hearings	71, 72, 73, 81, 82, 83, 115, 116, 117, 275, 389
Buesing and Associates, Inc.	306
Buffalo Wild Wings	186
Buhr, Kathy, DRA Director of Strategic Philanthropy and Schmitt Island Development	258
Building Bridges to Employment and Equity (B2E2)	256, 349, 433
Building Code Advisory and Appeals Board	
Minutes	10, 84, 141
Bunker Hill Golf Course	55, 86
Burgat, Brenna, Mental Health America of Dubuque County	163
Burke, Mary	393
Burlington Street Water Main Improvement	310
Burlington Street, 3009	278
Burns, Arius	412, 429
Butler Children's Garden Foundation, Inc., known as The Wanderwood Gardens	282, 330
Buttigieg, Pete, United States Secretary of Transportation	256

C

C Ellis Properties, LLC	217, 396
Cable Television Commission	
Membership	225, 248, 437, 469
Minutes	356
Recommendation	359
Caldwell, Theresa, Dubuque Food Pantry Executive Director	126
Camp Albrecht Acres Foundation	38
Canadian Pacific Railway	86
Canfield Hotel	220
Capra Bank	320, 321
CARES Act	216, 244
CARich Properties LLC	239
Carlos O'Kelly's Mexican Cafe	144, 398
Carlson Dettmann Consulting	244
Carnegie-Stout Public Library	80, 126, 427
Carr, Jamie	42, 69, 454
Carrico Aquatics Resources	5
Carroll, Carole, Hospice of Dubuque	412
Carroll, Connie	127
Carstens, Laura, East Central Intergovernmental Association (ECIA)	84
Casey's General Stores	220, 279
Castella, Julie	332
Catfish Charlie's	144
CCIS, LLC	177, 262, 277, 280, 314, 315
Central Avenue / White Street Traffic Study	7, 471, 479
Central Avenue Corridor Master Plan	7, 9, 316
Central Avenue, 1199	391, 398, 425

Central Avenue, 2900	31
Central Curb Staging Storefronts event	410
Central Grocery and Beauty Inc.	247
Centrally Rooted, Launch of Exploration Labs	185
Certified Municipal Clerk Designation	5
Chadwick Block, LLC.....	326, 346
Chaplain Schmitt Island	258, 306, 327, 346, 351, 360, 377, 391, 410, 431
Chavenelle Road Hike Bike Trail.....	183
Chavenelle Road, 7495	366
Cherland, Roger and Cheryl	145, 148
Chicago Central & Pacific Railroad	99, 107, 231, 292
Childcare Challenges and Collaborations.....	31, 413, 471
Childrens Cancer Connection.....	337
Chipotle Mexican Grill.....	360
Chopper's.....	13
Cities Forward Initiative	334, 392, 428
City Accepts Ownership	142
City Focus Magazine	427
City Inclusive Entrepreneurship Program	460
City Life Class in Spanish	411
City of Dubuque Employee Recognition Committee	163
City Street Financing Report	462
Civic Center Advisory Commission	
Membership	6, 282, 313
Civil Service Commission	
Lists.....	85, 185, 246, 341, 435, 476, 477
Minutes	1, 30, 74, 180, 214, 259, 385, 429
Clark, Heather	229
Clarke Drive, 590.....	167, 190
Clarke University.....	76, 126
Classification and Compensation Study	244
Classy and Chic Boutique	38
Clemens, Jennifer, Clemens-Conlon, Walters, Conlon, Runde, & Hiatt, L.L.P.	157
Climate Action Plan (CAP)	172, 173, 174, 175, 176, 184, 407, 409, 410
Clubhouse, The	5
Coble, Sarah, Fountain of Youth Program.....	461
Code of Federal Regulations (CFR).....	137
Collective Bargaining Agreements	219
Collins Community Credit Union.....	49, 321
Comelec Internet Services	14
Comiskey Park.....	172, 256, 274, 317, 347
Community Development Advisory Commission	
Funding and Approval Agreement.....	309, 351
Membership	6, 41
Minutes	356, 473
Public Hearing.....	75, 127, 358
Recommendation	76, 272, 315, 350
Reviewed	227, 377
Community Development Block Grant (CDBG)	4, 54, 75, 76, 127, 128, 170, 182, 216, 227, 244, 305, 309, 312, 358, 377, 382, 383, 387, 394, 417, 430, 468
Community Foundation of Greater Dubuque	163, 215, 238, 243, 301
Community Oriented Policing (COP).....	238
Community Response Model.....	315
Compass Minerals America, Inc.	387
Comprehensive Financial Report, Annual (ACFR)	288
Connely, Jim, Director of Marketing, McCoy Group, Inc.....	6
Connors, Joyce, former Council Woman.....	356, 384
Consolidated Annual Performance and Evaluation Report (CAPER).....	75, 358
Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program grant	460

Contracted Services Agreements	13, 31, 243, 256, 279, 414
Convivium Urban Farmstead	174, 185
Cook, H.R. Iowa Honey Producers Association and Swiss Valley Bee Club	74
Copper Kettle Inc. The	360
Corfman, Martha	283
Corfman, Marty	251
Cornerstone Concrete LLC	289, 476
Corrected Legal Description	277, 290
Cottingham & Butler Insurance Services, Inc.	430
Courtney, Jill, Four Mounds Executive Director	302
COVID-19	1, 30, 84, 140, 216, 244, 339, 347, 387, 407
Crawford, Merrill	334
Creative Empowerment Subgrant Program	141, 306
Crescent Community Health Center	13, 215, 272, 414
Critical Incident Team (CIT)	238
Cross, Kyle	241
Cross, Tony	127
Culture Change Consulting Services Contract	476
Curbside Collection System	4, 96, 289
Curbside Food Scrap Pick Up Program	357

D

DARE Program	306
Davis, Robert	259
Daykin Cassill, Melissa	163
Days Inn & Spirits Bar & Grill	186
Deed	3, 40, 399, 426, 431, <i>See</i> Special Warranty Deed and Warranty Deed
Deereville Intensive Architectural Survey	50
Denny's Lux Club	360
Department of Human Services (DHS)	238
Depository Institutions	320
Derby Grange LLC	11, 218, 324
Destination Iowa Outdoor Recreation Fund Grant	193, 434
Developer's Roundtable	257, 333, 411
Development Agreements	160
210 Jones, LLC	395
400 Ice Harbor, LLC	421, 477
799 Main, LLC	266, 283, 418, 446, 465
CARich Properties LLC	239
Chadwick Block, LLC	326, 346
Farley & Loetscher, LLC	327, 345
HG APT LLC	342, 365
Hodge Company	421, 477
Hotel Dubuque L.L.C.	144
McCoy Group, Inc.	6, 187, 248, 333
Merge, LLC	249, 310, 413
Novelty Iron Landlord LLC	144
Port of Dubuque LLC	181, 310, 329, 388, 403, 413
Seippel Warehouse, LLC	39, 68, 148, 171
Simmons Pet Food, Inc.	69
Switch Development, LLC	14, 41, 143
Switch Homes, LLC	222, 249, 267
Talon Development, LLC	139
The Hotel Dubuque LLC	4
Union at the Marina, LP	353, 397, 403, 414, 465
Vanguard Enterprises, Inc.	419, 447
Diamond Jo Casino	77, 220, 247
DiCicco, Jeff, Key City Creative Center President	7

Dickinson, Rick, Greater Dubuque Development Corporation (GDDC) President and CEO .6, 58, 68, 79, 193, 229, 252, 257, 259, 333, 345, 401, 479	
Dimensional Brewing Company	398
DISPOSING OF CITY INTEREST	251
Dittmer Recycling, Inc.	219
Dixon, Alex, Dubuque Racing Association (DRA) President and CEO	258, 377, 378
Docking Services Agreement	309
Dodge Street, Plaza 20, 2600	89
Dollar General Stores	220, 310
Downtown Gas and Grocery	469
Downtown Rehabilitation Grant Award	304, 321
Downtown Urban Renewal District Housing Incentive	334
Doyle, Bill	7
Dragotto, Kevin, Dubuque County Auditor and Commissioner of Elections	426
Dresdner, Andrew, Bolton & Menk Consultant	29, 301
Dub Jones Real Estate, LLC.....	31
Dubuque 365ink Magazine	244
Dubuque Arboretum Association, Inc.	420, 448
Dubuque Area Chamber of Commerce's Young Professionals	126
Dubuque Area Labor Harvest.....	4
Dubuque Area Labor-Management Council	256
Dubuque Audubon Society	251, 289, 394
Dubuque Bank & Trust Company.....	49, 321
Dubuque Community Equity Profile	215
Dubuque Community School District..... 97, 105, 128, 229, 268, 270, 290, 306, 359, 382, 407, 430, 455	
Dubuque Community YMCA/YWCA.....	182
Dubuque County Resource Enhancement and Protection Program (REAP)	279
Dubuque Data and Cyber-Security Center	243
Dubuque Dream Center.....	256
Dubuque Federation of Labor Temple	178
Dubuque Golf & Country Club	219, 477
Dubuque Greenhouse Gas (GHG)	172, 173, 174, 175, 176, 184, 407, 409, 410
Dubuque Housing Group (Developer)	131
Dubuque Ice Arena	116, 135, 159, 164, 273, 284, 333, 334, 398
Dubuque Industrial Center 25, 26, 39, 40, 56, 57, 58, 59, 64, 66, 68, 69, 70, 77, 88, 96, 97, 98, 99, 100, 102, 105, 290, 323, 373, 443	
Dubuque Industrial Center Economic Development District, Version 2022.3	277
Dubuque Industrial Center Economic Development District, Version 2023.3	229
Dubuque Initiatives.....	77, 96, 471
Dubuque International Day of Peace Coordinating Committee	337
Dubuque Irish Hooley, Inc.....	280
Dubuque Jaycees	144, 219, 220, 280, 326, 398
Dubuque Kiwanis Club	161
Dubuque Lodge No. 355	76
Dubuque Main Street	166, 215, 256, 280, 428
Dubuque Marina, Inc.	433
Dubuque Metropolitan Area Solid Waste Agency	472
Dubuque Metropolitan Area Transportation Study (DMATS).....	395, 460, 464
Dubuque Mining Co	5, 220
Dubuque Museum of Arts (DuMA)	28, 186, 321, 360
Dubuque Packing Site	87
Dubuque Police Department 2022 Crime Statistics	165
Dubuque Racing Association (DRA)	256, 258, 333, 351, 360, 377, 378, 410
Dubuque Regional Bicycle & Pedestrian Plan	80
Dubuque Religious Center	38
Dubuque Rescue Mission.....	407, 410, 460
Dubuque Solar Program.....	29
Dubuque Symphony Orchestra.....	411
Dubuque Technology Park.....	394

Dubuque Tobacco and Grocery	220
Dubuque Trees Forever	163, 256, 301, 385, 428
Dubuque Wine & Spirits	5, 247
Dubuque Winter Farmers' Market.....	256
Dubuqueland Door Company	309
Duehr, Michael, Dubuque Fraternal Order of Eagles.....	10
Dungeon LTD	76
Dupaco Community Credit Union	49, 320, 321
Durham, Debi, Iowa Finance Authority Director.....	215
DuRide	279
Dusty's Doghouse Lounge.....	398
DuTrac Community Credit Union	49, 320, 321, 365

E

E.J.'s Whine Shop	435
Eagle Construction, Inc. (Contractor).....	139, 145, 148
Eagle Country Market	220
Eagle Valley Park Development	79, 347, 416
Eagles Club.....	13
Easements.....	See Grant of Easements
East Central Intergovernmental Association (ECIA).....	84, 117, 179, 428, 460
Eastern Iowa Excavating	289
Eby, John.....	385
Economic Development Administration (EDA)	316, 396
Ecumenical Towers	335, 382
Ede, Joseph	276
Egelhof, Siebert & Casper Funeral Home.....	280
Ehrlich, Kevin	180
Eighth Street Paver Reconstruction	13
El Paisano	38
EL1 Dubuque.....	435
Electric Fuel Excise Tax and Charging Fee	386
Electric Transmission System.....	474
Electric Vehicle (EV)	166, 190, 252, 386
Ellerbach, Scott, Junior Achievement of the Heartland	126
Ellert-Beck, Sarah.....	251, 283
Elley, Joanne	284
Elsinger, Megan, Lincoln Elementary Principal	356
Emergency Communications (911) Center Agreement.....	482
Emerson, Steve, Owner of 3000 Jackson Street, H&W Building	470
Employee SPIRIT Awards	180
Employment Contracts	
City Attorney	321
City Clerk.....	265, 321
Employment Recruitment Brochure	80
Emri Urban Renewal District.....	400, 446, 455
Engineering & Construction Innovations, Inc.....	133
English Ridge Park Development	79, 347, 416
Equity and Human Rights Commission	
Membership	137, 149, 170, 189, 313, 345, 361
Minutes	48
Request for Commissioner Removal	281
Erba, Nino	345
Erickson, Amanda, HDR Engineering Inc. Solid Waste Planner/Coordinator	472
Ernst, Tami, Iowa Senator.....	334
Ertl, Tim.....	157
Estate, Esther J.Thome.....	454
Ethier, Eric, Key City Creative Center Board of Directors member	6

Eudaley-Loebach, Candace, The People Associated with Lincoln School (PALS)	356
Europa Haus Restaurant & Bierstube	398
Extension of Fiber Optic Cable Facilities Agreement	311
Extra Mile America.....	393
EZ Stop Stores	220, 246

F

F.H. Black & Company Incorporated Consulting	309
Family Dollar Stores	220, 310, 398
Fareway Stores	38, 220
Farley & Loetscher, LLC.....	327, 345
Fas Mart.....	220, 279
Fast Freddy's	398
Fat Tuesday's	360
Fatality Analysis Reporting System (FARS)	240
Federal and State Grant Updates	9
Federal Bureau of Investigation (FBI) National Academy	385
Federal Legislative Priorities	31, 474
Federal Transit Administration (FTA) 5339 Bus and Bus Facilities Low or No Emission Grant.....	274
Fees Increased	132
Fiber Optic Cable Facilities Agreement	325
Fidelity Bank & Trust.....	49, 321
Field of Dreams.....	355
Fiesta Cancun Authentic Mexican Restaurant	360
Fireworks Permit.....	See Pyrotechnics Permit
First (1 st) & Main	247
Fischer Lanes.....	247
Fitzgerald, Sarah, Riverview Center	126
Five Flags Civic Center.....	186, 246, 306, 382
Flanagan, Robert J. and Tina M.	222, 245, 251
Fleet Electrification Guidance & Cost of Carbon.....	2
Flexsteel Industries Brownfield Site Conceptual Revisioning Plan	179
Flexsteel Industries Site	See Jackson St., 3400
Flood Control System Repairs Agreement	394
Flood Control Update	163
Flora Pool.....	5, 50, 86
Flores, Gerardo	30
Food Scrap Composting Program	332
Foodie Garage Eatery.....	76
Former Pyatigorsk Park to Jaycee Park	172
Forward Investments Group LLC.....	321
Forward Investments Group, LLC.....	321
Fountain of Youth Program	256
Four Hundred (400) Ice Harbor, LLC	421, 477
Four Mound HEART programs	216
Four Mounds Foundation	54, 175, 181, 185, 256, 272, 300, 302, 417
Four Mounds Inn & Conference Center	13
Four Oak Family and Children's Services	272
Fox Den Motel	247
Fox Hills Apartments, LLC.....	139, 145, 148
Fox, Dan, East Central Intergovernmental Association (ECIA)	84
Fox, Kelly	6, 41
Franchise Agreements	37, 243, 387, 420, 448, 474
Francois, Shelly	473
Frannie's BBQ, LLC	144
Freund, John	445
Friends of the Mines of Spain Advisory Board	7
Frommelt,, Julie, Welu Printing Inc. Owner	347

Fuel Express Food Mart	266, 435
Fund Transfers	242
Funding Agreement	278, 305, 340, 433, 434

G

Gansen, James B. and Mary L.	217, 222, 245, 246, 251
Gantz, James	139, 249
Garfield, 812	143
Gary Dolphin's Iron Bar	477
Gaul, Peter	6, 41
Gavin, Jesse	6
Geisler Family Realty Company	77, 96
Giesler, Mary	423
Gillig Electric Bus	476
Gino's East of Dubuque	144
Global Spectrum, L.P. d/b/a OVG360	97
Gold Standard Athletics	5, 134
Gopal, Ranjit, Parsons Transportation Group, Inc.	428
Governor's Arts Award 2023	74
Grand Harbor Resort & Water Park	435
Grand Opera House, The	220, 301, 472
Grand River Center	28, 97, 116, 134, 219, 335, 336, 360, 428
Grand Tap The	360
Grant Agreements 11, 31, 49, 50, 174, 175, 176, 182, 185, 304, 305, 321, 388, 391, 398, 404, 408, 409, 410, 425, 432, 433	
Grant Funding	184, 272, 278, 309, 316, 324, 349, 396, 430, 433, 460
Grant of Easement Access	146, 217, 252, 306
Grant of Easements	
1064 University	322
Bahl, Barbara J. and Terrence L.	3
Chad Ellis Properties LLC	396
Flanagan, Robert J. and Tina M.	222, 251
Gansen, James B. and Mary L.	222
Gansen, James B. and Robert J.	251
Hills & Dales Childhood Development Center property	33
Jon D. Luckstead, Tamarack Business Park	415
Luckstead, Jon D.	416
McCoy Groups, Inc.	391
Queen Street, 2405	183
Sanitary Sewer Vacating	77
Grants	
Assistance to Firefighters Grant	76
Solid Waste Recycling Grant	85
Grants and Strategic Partnership	165
Grassland Preserve	289
Grassley, Chuck, Iowa Senator	334
Grassley, Lee, Mediacom Communications Corporation Senior Manager of Government Relations	76
Graymont Western Lime	309
Great Vape, The	221
Greater Dubuque Development Corporation (GDDC)	28, 31, 79, 229, 256, 257, 333, 479
Green Alley Retaining Wall	13, 341
Green State Credit Union	49, 321
Greenhouse Gas Inventory	302
Gronen Development	160
Gronen Restoration, Inc.	184
Grover, Molly, Dubuque Area Chamber of Commerce President and CEO	390
Grutzmacher, Steven	48, 74

H

H & W Building, 3000 Jackson Street	454, 470, 479
Hackbarth, Denise	276
Haggett, Eric, Walker Consultants, Parking and Mobility Consultant	28, 352
Hall, Annette	464
Hallstoos, Brian, Nathaniel Morgan Memorial Committee (NMMC)	337
Hammerheads Bar & Billiards	5, 220
Handke, Abigail	429
Happy Joe's Old Fashioned Ice Cream & Pizza	398
Happy's Place	435
Hardorff, Richard and Julie	30
Harris, Susan	127
Hartig Drug Stores	5, 55, 220, 310
Hattel, Sue, Dubuque CROP Hunger Walk Committee Member	356
Hauber, James	127, 393, 412
HAVlife Tri-State Martini Shake Off	77
Hawkins, David	241, 259
Hawthorne Street, 1860, formerly the Bowling and Beyond Site	397, 400, 423
Hayes, Nicolas	84
Hays, Derek, The Annex Group	400
Hazardous Materials Command Vehicle	31
HDR Engineering Inc.	164, 165, 472
Heiken, Diane, Mental Health America of Dubuque County	163
Heister, Angela, Domestic Violence Victim Advocates, Waypoint	393
Herrig, Lawrence	276
HG APT LLC	342, 365
Higgins, John	215
Hills & Dales	481
Childhood Development Center	32, 33, 55, 78
Senior Center	306
Hilton Garden Inn & Q Casino & Houlihan's	77
Hinga, Allie, THMedia Managing Editor	385
Hinson, Ashley, Iowa Congresswoman	335
Historic and Architectural Surveys	307
Historic Millwork District Master Plan	8, 28, 29, 257, 301
Historic Preservation Commission	
Annual Workplan	49
Membership	225, 248, 282, 313
Minutes	10, 48, 127, 163, 241, 259, 303, 356
Hitzler, Tim	7
Hodge Company	421, 477
Hodge, Michael	463
Hoffman, Julie	356
Holiday Inn, Five Flags	435
Hollenback, Colin	74
HOME Tenant-Based Rental Assistance (TBRA) Program	238
Hometown Bank	49, 321
Hopp, Wendy	345
Horizon Development	160
Hotel Dubuque LLC	4, 144, 145
Hotel Julien Dubuque	435
House File 718	185
House Of China Co	247
Housing and Urban Development (HUD)	See U.S. Department of Housing and Urban Development (HUD)
Housing Appeals and Mediation Board	
Minutes	259
Housing Assistance – Damage Protection Program	216
Housing Choice Vouchers (HCV)	470

Housing Commission	
Membership	6, 282, 313
Minutes	40, 41, 46, 163
Recommendation	470
Housing Incentive Acquisition Grants	329
Hoyne, Lindsey	30
Huhot Mongolian Grill	398
HWY 151 & 61 Development LLC	87
Hy-Vee Stores	5, 13, 38, 220, 310, 325, 477

I

Ice Harbor Drive, 480	181
Ichiban Hibachi Steakhouse and Sushi Bar	144
IEDA Contract	413
Igo, Mike, Klauer Manufacturing	470
Image SFX	318
Immigration Community Assessment	302
ImOn Communications LLC	14, 18, 87, 178, 333, 394
ImOn Ice Arena	387, 432
Inclusive Dubuque	243, 257, 301, 302
Indian Association of Dubuque's Diwali Festival of Lights	428
Industrial Pretreatment Coordinator Position	13
Intent to Dispose	351, 399
International City/County Management Association (ICMA)	9, 180, 214, 240, 257, 410
Credentialed Manager designation	410
International Institute of Municipal Clerks' (IIMC)	5
International Rural Churches Association conference	161
Interstate Power and Light Company (IPL)	183
Investment Oversight Advisory Commission	
Membership	400, 423
Investment Policy Certificate of Excellence Award	288
Iowa Amphitheater	184, 434
Iowa Based Milling	309
Iowa Civil Rights Commission (ICRC)	339
Iowa Clean Air Attainment Program (ICAAP) grant	395
Iowa Commission on Volunteer Service	357
Iowa Department of Natural Resources (DNR)	217, 308, 338, 357, 432
Iowa Department of Transportation (IDOT) ...	9, 141, 142, 169, 224, 228, 240, 268, 324, 327, 328, 346, 391, 395, 396, 431, 433, 434, 456
Consolidated Funding Application	227
Finding Agreement	278
Iowa Economic Development Authority (IEDA)	304, 333
Community Catalyst Building Remediation Grant Program	132
Iowa Finance Authority (IFA)	158, 160, 238, 332
Iowa Grocer's Association	338
Iowa Honey Producers Association	74
Iowa Initiative for Sustainable Communities (IISC)	215, 260
Iowa League of Cities	391
Iowa Park and Recreation Association Claude Ahrens Community Service Award	140
Iowa Public Agency Investment Trust	320, 321
Iowa Senate File 479	85
Iowa Special Olympics	9
Iowa Statewide Transportation Innovation Council Incentive Program (STIC)	278
Iowa Statewide Urban Design and Specifications (SUDAS) Program	262, 427
Iowa Storm Water Educational Partnership 2023 Water Warrior of the Year Recognition	429
Iowa Street, 1363	357
Iowa Thriving Communities	305, 332, 349
Iowa Urban Renewal Annual Report	462

Iowa Urban Tree Council, Outstanding Civic Leader Award	163
Irish, Linda.....	393
ISAAC Hanna 2 nd Addition	434
Isenhardt, Chuck, Iowa State Representative	429
ITC Midwest, LLC.....	37, 243, 387, 474
Izaguirre, Jaime.....	345

J

J P Gasway Co Inc.....	393
J&M Displays, Inc	338
J&R Supply, Inc.....	309
Jacks Place	38
Jackson Park Restrooms and Amenities.....	79
Jackson Street, 3000, H&W Building.....	454, 470, 479
Jackson Street, 3400 (former Flexsteel Industries Site)	179, 181
Jacobs, Danielle.....	6, 41, 282, 313
Jade Engineering LLC.....	3
Janes, Ross	6, 41
Jansen, Mike, Strand Associates	258
JC's Bar and Grill	186
Job Fair.....	4
Johnson, Hayle	412, 429
Josh Kruger	148
JQ Acres	246, 251
Jubeck New World Brewing LLC.....	247, 280
Jule Bus Services, The	169, 227, 229, 316, 476
Jule Operations and Training Center	161
Julien Dubuque International Film Festival.....	178
Jumpers Sports Bar & Grill	398
Juneteenth	257
Justice Assistance Grant (JAG)	11

K

Kafer, Adam, SIMS Properties, LLC	332
Kansas City Southern Railroad	86, See Canadian Pacific Railway
Kansky, Stacy, Dubuque Racing Association (DRA) Chief Commercial Officer	258
Kelchen, Emma, Clarke University basketball team member	126
Keller North America, Inc.....	3
Ken Kringle Awards	172
Kennedy Mall, Inc.	462, 474
Kerper, Kalee	81
Ketchum, Clayton and Nicole.....	320, 385, 393
Kids Expo.....	392
Kirk, Joe , Prairie Farms.....	470
Kiss, Ken.....	251, 283, 289, 394
Kline, McKenzie.....	320
Kline, Matthew	303
Knabel, Laura	30
Knickers Saloon.....	398
Konnexion, The	221
Koppes, Mary.....	241
Kramer, Tom, Dubuque Trees Forever.....	140
Kruger, Josh	148, 251
Kwiencinski, Scott, Horizon Development Group	158
Kwik Star Stores	186, 220
Kwik Stop Stores	38, 220, 246, 310, 325, 398, 477
Kwik Trip, Inc.....	87, 261, 415, 480

L

L. May Eatery	144
Laird, Mark	10, 30
Lampe, Juan	259, 276
Landlord Incentives	216
Landmark Turf Services, LLC	309
Lange, Michael	48, 74
Laufenberg and Larsen Properties LLC	412
Lead Service Line Replacement Program	382, 476
League of Women Voters	411
Lease Agreement	351, 378, 420, 448
LeGrand, Mary	429, 461
Lehman, Jeff	84, 85
Leisure Services Temporary Employee Recruitment & Hiring Update	160
Leonard, Patrick, Ancient Order of Hibernians Dubuque Division #2	74
Leslein, Dale	332
Letter of Support	50, 131, 132, 160, 321, 357
Liberty Recovery Center	257
Library Board of Trustees	
Minutes	10, 48, 127, 163, 180, 241, 303, 412, 429
Lift, The	247
Lina's Lounge	398
Lina's Thai Bistro	38
Lincoln Avenue, 612	55, 74, 88, 138
Lincoln Outdoor Wellness	383
Lincoln Wellness Project	128
Links Glen Place	475
Liquor Tobacco & Gas	221
Liquor Tobacco & Grocery	221, 279
Local Arts Agency (LAA)	45, 178, 338
Local Housing Trust Fund 2024	359
Lockwood, John	48, 74
LoGuidice, Tom	137
Long Range Planning Advisory Commission	
Membership	171, 190, 225, 248, 282, 313
Minutes	30, 180, 259
Lopez Ortiz, Clara, Community Foundation of Greater Dubuque Equity Officer	301
Lopez, Yara Isabel, Dubuque Unidos Organization	81, 356
Loras College	55, 334, 359, 398
Los Aztecas Mexican Restaurants	186, 325
Lot One, LLC	77
Luckstead, Jon D.	415
Lucy, Eric	249
Lyle Sumek Associates, Inc.	335, 336
Lynch, Matthew	259
Lyons, Alexis	241
Lyons, David, Greater Dubuque Development Corporation (GDCC)	411

M

Madison Park Playground Replacement	79
Magoo's Pizza	477
Main Street, 90	216, 358
MAR Holdings	51, 77, 96
Marco's Italian American Foods	144
Martin Luther King Jr. (MLK)	28
Martin, Jessica	356
Marvin Gardens	181

Mason Dixon Saloon	186
Master Co-location and Shared Services Agreement	87, 165, 178, 394
Maternity Group Homes	445
Maus Park Lake Pumping Station Culvert Repair	416
McAleece Concession	86
McAleece Park and Recreation Complex	134
MCC Iowa LLC	311
McCarville, Nora, Kiwanis Club of Dubuque	30
McClure Engineering	470
McCoy Group, Inc	6, 187, 193, 229, 248, 333, 391
McDonald, Dan, Greater Dubuque Development Corporation (GDDC) Director of Existing Business	447
McEnany, Ruth	127
McGorry, Beth, St. Mark Youth Enrichment	48, 241, 393
McKenzie, Sarah, Riverview Center	126
MDE, LLC DBA McDermott Excavating, (Contractor)	11, 13, 50, 245, 307, 309, 341, 464
Mediacom Iowa LLC	76, 311, 325
Medline Industries, Inc.	413
Memorandum of Agreement	331, 362, 364
Memorandum of Lease	431
Memorandum of Understanding (MOU)	183, 260
Menard Inc.	76, 86
Mental Health America of Dubuque County	163
Mentz, Kelsey	356
Mercy One Medical Center	393, 412, 460
Merge, LLC	249, 310, 311, 329, 388, 404, 413, 414
Merkes, Katie, Good Life Integrative Veterinary Care	366
Mexico City	392
Meyer, Lori	393
Meyer, Ry	167, 190
Midwest Concrete Inc. (Contractor)	133, 183, 245, 261, 308, 391, 407, 416
Midwest Vapors	221, 310
MidWestOne Bank	49, 321, 351, 377, 378
Millwork Marketplace	360
Millwork Night Market	301
Mini Bar, The Christmas on the Square	436
Miracle League Drive	217
Miracle League of Dubuque	334
Mississippi River Cities and Towns Initiative (MRCTI)	481
Mochal, Stormy	283
Monarch Village	321
Moody's	332
Moondog Music	221, 310
Moore, Ashley	10
Moracco, The	477
Morrison, Tracy, Catholic Charities Executive Director	382
Moss, Ernestine, Nathaniel Morgan Memorial Committee (NMMC)	337
Mowery, Victor	74
Mozena, Gabriel	6, 41
MRE DIA, LLC	413
MSA Professional Services, Inc	476
Mt. Pleasant Home	383, 394
Mulligan, Matt, (Developer) President of Conlan Construction	345
Multicultural Family Center (MFC)	161, 180, 257, 272, 460
Municipal Separate Storm Sewer System (MS4)	217
Murphy Park Playground Replacement	79
Murphy, Barry and Mary, National Kidney Foundation	74
Mystique Ice Arena	2, 3, 32, 164

N

NAACP, Dubuque Branch	48, 137, 428
Nam, Matthew, Aimsun Inc. President	428
National Electrical Code	193
National Endowment for the Arts (NEA)	45, 178, 338
American Rescue Plan Act	141, 306
National League of Cities	31, 80, 141, 317, 394, 460
National Mississippi River Museum & Aquarium	325, 357
National Pollution Discharge Elimination System (NPDES)	217
National Register of Historic Places	181
National Street	328
Nelson, Erica	393
Nelson-Rudie & Associates, Inc.	387, 432
Neugel, Olivia	81
Neuhaus, Elizabeth	473
Newt Marine Service	347, 360
Next Phase Bar	436
Nia Neighborhoods Opportunity Zone Fund, LLC	132, 304, 388, 404
Nicholson, Tonia	74
No Mow May Dubuque	140
Noel, Dennis, District 20 Supply Co.	429, 461
Noonan's Tap	13
Nordstrom Inc.	431, 462
North American Hazardous Materials Management Association (NAHMMMA)	75
Nova Elite Youth Basketball	175, 185
Novelty Iron Landlord, LLC	4, 144
Nunc Pro Tunc	277

O

Oberbroeckling, Kevin, CK Construction	92
Officer Involved Shooting Procedures	472
Offset Construction, LLC (Contractor)	193, 218, 219, 307
Oglesby, Diane, Michael W. Oglesby Foundation	412
Okigbo, Kenny, RDG Planning & Design	28
Old Chicago Pizza And Taproom	77
Old Highway Road Water Main Connection Loop	184, 228, 256, 309, 315, 476
Older Adult Home Modification Program Grant	430
Olive Garden Italian Rest	77
Oolong Asia Cuisine	247
Opening Doors' Attitude of Gratitude event	460
Ordinances	
No. 01-23 Amending City of Dubuque Code of Ordinances Title 9 Motor	8
No. 02-23 Amending City of Dubuque Code of Ordinances Title 16 Unified Development Code, Chapter 11 Land Subdivision, Section 16-11-8 by adding a new Subsection B Extension of Public Improvements; and amending Chapter 13 Site Design Standards, Section 16-13-3 by adding a new Section 16-13-3-1 Extension of Public Improvements and renumbering Sections 16-13-3-2 through 16-13-3-7	15
No. 03-23 Amending Title 16 Unified Development Code of the City of Dubuque Code of Ordinances by rescinding Ordinance 13-08 and adopting the Amended Dubuque Technology Park Planned Unit Development Ordinance with Planned Industrial Designation and Conceptual Plan	18
No. 04-23 Providing that general property taxes levied and collected each year on all property located within the Twin Valley Urban Renewal Area of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with the Twin Valley Urban Renewal Area Redevelopment Project	43
No. 05-23 Amending City of Dubuque Code of Ordinances Title 2 Boards and Commissions, Chapter 8 Arts and Cultural Affairs Advisory Commission, Section 2-8-7 Terms	45

No. 06-23 Amending Title 16, Unified Development Code of the City of Dubuque Code of Ordinances, by rescinding Ordinance No. 32-18 which established regulations for a PUD Planned Unit Development District with a PI Planned Industrial Designation and adopting an Amended PUD Ordinance to allow for Childcare Centers, Early Learning Centers, General Office, Data Centers, and Emergency Call Centers within the Zone B of the PUD Planned Development District	58
No. 07-23 Amending Title 16, The Unified Development Code of the City of Dubuque Code of Ordinances by rescinding Ordinance 51-16 which established regulations for the Plaza 20 PUD Planned Unit Development District with a Planned Commercial Designation and now being amended to allow for modification of the On-Premise Sign Regulations applied to Plaza 20.....	89
No. 08-23 Amending Title 16 of The Unified Development Code of the City of Dubuque Code of Ordinances by Rescinding Ordinance 10-96 and Ordinance 45-93 and Adopting a PUD Planned Unit Development with a PR Planned Residential District Designation and Conceptual Development Plan for one 16-Unit and one 24-Unit Multi-Family Residential Building with a Detached Garage	92
No. 09-23 Correcting and amending Ordinance No. 28-22A, previously amended, providing that general property taxes levied and collected each year on all property located within the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Area of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project by removing certain property from Subarea E from the division of revenues	97
No. 10-23 Correcting and amending Ordinance No. 9-23, previously amended, providing that general property taxes levied and collected each year on all property located within the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Area of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project by adding Subarea S to the division of revenues	106
No. 11-23 Establishing City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 1 Water Use and Service, Article C Rates, Section 13-1C-1(A) Fixing Water Rates for Residential, Commercial, Industrial, and all other uses	118
No. 12-23 Establishing the City of Dubuque Code of Ordinances Title 13 Public Utilities Chapter 1 Water Use and Service, Article C Rates Section 13-1C-2 Fixing Water Rates for Fire Sprinkler Service.....	118
No. 13-23 City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 2 Sewers and Sewage Disposal, Article C Rates, Section 13-2C-3 Rates Established for Fiscal Year 2024	119
No. 14-23 Amending City of Dubuque Code of Ordinances Section 13-4-5 (D) SFU Rate, Charges; Utility Revenues	120
No. 15-23 Amending City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 6 Solid Waste, Section 13-6-3 Container Requirements; Collection Restrictions; and Title 13 Public Utilities, Chapter 6 Solid Waste, Article A City or Private Collection Service, Section 13-6A-6 Rates and Charges Established; Exceptions and Section 13-6A-8 Yard Waste and Food Scraps.....	120
No. 16-23 Amending Title 16 of the City of Dubuque Code of Ordinances Unified Development Code by rescinding Ordinance No. 2-13 which established regulations for a PUD Planned Unit Development with a PI Planned Industrial Designation and adopting an amended PUD Ordinance that expands the district by incorporating an additional parcel of land	151
No. 17-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 1061 Cedar Cross Road from CS Commercial Service and Wholesale District to C-3 General Commercial District	157
No. 18-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 900 Alta Vista Street from ID Institutional District to OR Office Residential District	157
No. 19-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described parcel of land located along Central Avenue, Loras Boulevard, West 13 th Street, and Iowa Street within the City of Dubuque from C-4 Downtown Commercial District to OR Office Residential District	158
No. 20-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1	

Building Codes, Article D Electrical Code.....	193
No. 21-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1	
Building Codes, Article A Building Code and Regulations	194
No. 22-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1	
Building Codes, Article B Residential Code.....	194
No. 23-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1	
Building Codes, Article E Fire Code and Regulations	194
No. 24-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1	
Building Codes, Article F Mechanical Code	194
No. 25-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1	
Building Codes, Article J Property Maintenance Code	194
No. 26-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1	
Building Codes, Article K International Existing Building Code.....	194
No. 27-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1	
Building Codes	211
No. 28-23 Amending City of DBQ Code of Ordin. Title 14 Building and Development, Chapt. 1 Building Codes	
by repealing Article H Plumbing Code and adopting a new Article H Plumbing Code in lieu thereof	211
No. 29-23 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 9	
Swimming Pools, Section 14-9-1 Definition	212
No. 30-23 An ordinance correcting and amending Ordinance No. 10-23, previously amended, providing that	
general property taxes levied and collected each year on all property located within the Amended and	
Restated Dubuque Industrial Center Economic Development District Urban Renewal Area of the City of	
Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of	
Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid	
to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness,	
including bonds issued or to be issued, incurred by said city in connection with the Amended and	
Restated Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment	
Project by adding Subarea T to the division of revenues	229
No. 30-23-A Correcting and amending Ordinance No. 30-23, previously amended, providing that general	
property taxes levied and collected each year on all property located within the amended and restated	
Dubuque Industrial Center Economic Development District Urban Renewal Area of the City of Dubuque,	
County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County	
of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a special fund for	
payment of principal and interest on loans, monies advanced to and indebtedness, including bonds	
issued or to be issued, incurred by said city in connection with the Amended and Restated Dubuque	
Industrial Center Economic Development District Urban Renewal Redevelopment Project by adding	
Subarea T to the Division of Revenues	290
No. 31-23 Amending City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter	
7 Vehicles for Hire and Public Transportation, Article B Motorized Vehicles for Hire, Section 4-7B-8	
Taxicab Business License and Taxicab Driver's Permit	254
No. 32-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by	
reclassifying hereinafter described parcel of land located along Westside Drive from County M-2 Heavy	
Industrial to City CS Commercial Service and Wholesale concurrently with annexation into the City of	
Dubuque.....	269
No. 33-23 Providing that general property taxes levied and collected each year on all property located	
within the Switch Homes Housing Urban Renewal Area, in the City of Dubuque, County of Dubuque,	
State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque,	
Dubuque Community School District and other taxing districts, be paid to a special fund for payment of	
principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be	
issued, incurred by said city in connection with said Switch Homes Housing Urban Renewal Area.	270
No. 34-23 Amending Ordinance 33-23 providing that general property taxes levied and collected each year	
on all property located within the Switch Homes Housing Urban Renewal Area, in the City of DBQ,	
County of DBQ, State of IA, by and for the benefit of the State of IA, City of DBQ, County of DBQ, DBQ	
Community School District and other taxing districts, be paid to a special fund for payment of principal	
and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued,	
incurred by said city in connection with said Switch Homes Housing Urban Renewal Area	298
No. 35-23 Amending City of Dubuque Code of Ordinances Title 8 Equity and Human Rights, Chapter 5 Fair	
Housing, Section 8-5-12 Enforcement by Private Persons	317
No. 36-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by	

Reclassifying Hereinafter Described Property Located at 1064 University Avenue From C-2 Neighborhood Commercial Shopping Center District to C-3 General Commercial District with Conditions as Established in the attached Memorandum of Agreement	331
No. 37-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 190 North Crescent Ridge from CS Commercial Service and Wholesale District to C-3 General Commercial District	332
No. 38-23 Amending City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 2 Sewers and Sewage Disposal, Article D Industrial Pretreatment Program, Section 13-2D-10 Fees and Charges.....	347
No. 39-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 1749 Churchill Drive From R-1 Single-Family Residential District To R-3c Moderate Density Multiple- Family Residential District with Conditions as Established in the attached Memorandum of Agreement	362
No. 40-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 25 Bissell Lane (Pin 1025402007 and 1025402008) from OR Office Residential to C-3 General Commercial District	363
No. 41-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Along Radford Road Within the City of Dubuque from Planned Unit Development With PC-Planned Commercial Designation to OC Office Commercial.....	363
No. 42-23 Amending Title 16 of the City of DBQ Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 3465 Asbury Rd from PUD Planned Unit Development with Planned Commercial Designation to C-3C General Commercial District with Conditions	364
No. 43-23 Amending Title 16, Unified Development Code of The City of Dubuque Code of Ordinances, by Rescinding Ordinance No. 6-23 Which Established Regulations for a PUD Planned Unit Development District with A PI Planned Industrial Designation and Adopting an Amended PUD Ordinance to Allow an Animal Hospital or Clinic, Kennel, And Pet Daycare or Grooming as Permitted Uses in Zone C of the Dubuque Industrial Center West Planned Unit Development District	366
No. 44-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Amending Articles 16-5-13 C-3 General Commercial, by Adding Drive- Up Automated Bank Teller to the List of Permitted Uses and by Amending Articles 16-5-14 C-4 Downtown Commercial, by Adding Drive-Up Automated Bank Teller to the List of Conditional Uses and by Amending Article 16-8-5-10, by Modifying the Drive-Up Automated Bank Teller Condition and by Amending Chapters 16-15-11-8 (C-3), 16-15-11-9 (C-4), 16-15-11-12 (CR) and 16-15-11-14 (LI,HI, And MHI), to Add Drive-Up Automated Bank Teller Signage Standards	376
No. 45-23 Amending Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances by Reclassifying the Hereinafter Described Property Located Along Hawthorne Street and Kerper Boulevard within the City of Dubuque from CR Commercial Recreation to Planned Unit Development with PR-Planned Residential Designation	401
No. 46-23 Amending Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances by reclassifying the hereinafter described property located along Hawthorne Street and Kerper Boulevard within the City of Dubuque from CR Commercial Recreation to Planned Unit Development with PR-Planned Residential Designation	423
No. 47-23 Amending Title 16 of the City of Dubuque Code of Ordinances Unified Development Code by rescinding Ordinance 39-18 which provides regulations for the South Pointe PUD Planned Unit Development District with a Planned Residential Designation and now being amended to modify lot coverage and setback requirements for townhouse dwellings.....	437
No. 48-23 Amending Title 16 of the City of Dubuque Code of Ordinances Unified Development Code by rescinding Ordinance No. 16-23 which established regulations for a PUD Planned Unit Development with a PI Planned Industrial Designation and adopting an amended PUD Ordinance that increases the allowable area of directional signage.....	440
No. 49-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by amending Article 16-2-3 (Definitions) by adding a definition of Maternity Group Home, and by amending Articles 16-5-2 (R-1), 16-5-3 (R-2), 16-5-4 (R-2A), 16-5-5 (R- 3), 16-5-6 (R-4), 16-5-7 (OR), 16-5-10 (C-1), 16-5-11 (C-2), 16-5-12 (C-2A), 16-5-13 (C-3), 16-5-14 (C-4), 16-5-15 (C-5), 16-5-16 (CS), And 16-5-17 (CR) by adding Maternity Group Home as a permitted use.....	445
No. 50-23 Granting to Soo Green HVDC Link ProjectCo, LLC, its successors and assigns, the right and franchise pursuant to Iowa Code Section 364. 2(4) to construct, reconstruct, relocate, repair, replace, maintain and operate in the City of DBQ, DBQ County, IA, a transmission system for the transmission of electric energy and communication facilities and the right to construct, reconstruct, relocate, repair,	

replace, maintain, operate, the necessary conduits and other appliances or equipment for the transmission of electric current and communication facilities under certain streets, avenues, alleys and public places and in a certain railroad right of way in the City of DBQ, DBQ County, IA within the city as the boundaries are now and may hereafter exist, for the period of twenty- five (25) years franchise or ordinance	448
No. 51-23 Providing that general property taxes levied and collected each year on all property located within the Emri Economic Development District of the City of DBQ, County of DBQ, State of IA., by and for the benefit of the State of IA, City of DBQ, County of DBQ, DBQ Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies advanced to and indebtedness, including bonds issued or to be issued, incurred by said city in connection with the Emri Economic Development District Redevelopment Project	455
No. 52-23 Amending Title 9 Motor Vehicles and Traffic, Chapter 7 Operation, Division 5 Speed Restrictions by enacting a new Section 9-7-321.286 Automated Speed Enforcement regarding automated speed enforcement and the process for challenging an automated speed citation.....	456
No. 53-23 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 110 E. 30 th Street, 114 E. 30 th Street, and 2987 Jackson Street from R-2A Alternate Two-Family Residential District and C-1 Neighborhood Commercial District to C-2 Neighborhood Shopping Center District	469
No. 54-23 Amending City of Dubuque Code of Ordinances Title 2 Boards and Commissions, Chapter 5 Housing Agency and Community Development Commissions, Article B Housing Commission, Sections 2-5B-5 Membership and 2-5B-13 Powers.....	470
No. 55-23 Amending City of Dubuque Code of Ordinances Title 9 Motor Vehicles and Traffic, Chapter 16 Miscellaneous City Provisions, Division 2 Trucks and/or Machinery, Section 9-16-321.901 Motor Truck Routes	479
No. 56-23 Amending City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 7 Vehicles for Hire and Public Transportation, Article B Motorized Vehicles For Hire, Section 4-7B-8 Taxicab Business License and Taxicab Driver's Permit	480
Origin Design Co.	184, 476
Ostrom Painting & Sandblasting, Inc.	217, 263
Otting, Kelly	30
Outstanding Civic Leader Award	163
Outstanding Organization Award	385

P

Pancho's Mexican Grill	38, 76, 134
Pape, Jordan, Tucker Freight Lines Chief Sustainability Officer	470, 479
Park and Recreation Advisory Commission	
Membership	137, 150, 225, 248
Minutes	141
Recommendation	172, 347
Park and Recreation Facility Naming Policy	347
Paro Food Mart.....	144, 221
Partnership for a Better Dubuque	173, 174, 175, 176, 177, 184, 336, 408, 409, 410
Paul's Tavern.....	247
People's National Bank	320
Pepper Sprout, Inc.	436
Peppercorn Food Company	326
Perry, Jessica (Indigo)	81
Peterson Brant, Jenny.....	407
Peterson, Ryan, RDG Planning & Design Landscape Architect.....	258, 384
Pete's Thai Kitchen, LLC	325
Pfeiffer, Alex	127
Phillips 66/Arby's	221, 360
Phoenix Theatres	13
Pine Block Cabin.....	See Marvin Gardens
Pink Cloud Smoke Shop	87, 247, 341
Pioneer's Rest Stop	186, 221, 247
Plaza Drive, Plaza Court, and North Plaza Loop (all in Lot A)	146

Plummer, Bradley	479
Population by County	31
Port of Dubuque LLC	181, 310, 329, 388, 403, 404, 413
Port of Dubuque Marina	86, 134, 221, 308, 338, 432, 433
Power Generation Plant site	183
Pre-Annexation	
Bahl, Terrence L. and Barbara	86
Hall, Annette	463
Hodge, Michael	463
Kluesner, Gary F., and Ann M.	143
Schumacher, Andrew L. and Samantha L.	417
Premier Bank	49, 321
Pride Family Picnic	180, 257, 428
Private and Publicly Owned Distribution System Water Main Pipe Materials	427
Proclamations	
AmeriCorps Week (March 12 - 18, 2023)	74
Apples for Students Months (June and July 2023)	241
Arbor Day (April 28, 2023)	140
Arts and Humanities Month (October 2023)	393
Birthday of Captain Robert L. Martin during Black History Month (February 2023)	48
Building Safety Month (May 2023)	140
Childhood Cancer Awareness Month (September)	337
Clarke University Women's Basketball Team 2023 NAIA National Champions	126
Community Action Month (May 2023)	163
Community Development Week (April 10-14, 2023)	126
Crop Hunger Walk Day In Dubuque (October 7)	356
Days of Peace and Nonviolence (September 6 to October 1)	337
Domestic Violence Awareness Month (October 2023)	393
Dubuque Eagles "Eyes on the Future" Month (January 2023)	10
Dubuque YP Days of Caring (April 28, 2023)	126
Dubuque's Read Across America Day (March 2, 2023)	48
Eradication of Generational Poverty Day (December 7, 2023)	461
Extra Mile Day (November 1, 2023)	393
Great Give Day (May 17, 2023)	163
Hispanic Heritage Month (September 15 to October 15)	356
Honeybee Day (March 16, 2023)	74
Hospice and Palliative Care Month (November 2023)	412
Human Slavery and Human Trafficking Prevention Month (January 2023)	1
Irish American Heritage Month (March 2023)	74
Jewish American Heritage Month (May 2023)	163
Junior Achievement Day (April 6, 2023)	126
Keeping the Lights on After School (October 20, 2023)	393
Kids to Parks Day (May 20, 2023)	180
Kiwanis Club of Dubuque 103rd Anniversary Week (February 12-18, 2023)	30
LGBTQ+ Pride Month (June 2023)	180
Lincoln Lion Pride Week (September 25-29)	356
Mental Health Month (May 2023)	163
Nathaniel and Charlotte Morgan Peace Week (September 4-8)	337
National Apprenticeship Week (November 13-19, 2023)	412
National Health Center Week (August 6 -12)	303
National Kidney Month (March 2023)	74
No Mow May (May 2023)	140
Pancreatic Cancer Awareness Day (November 16, 2023)	412
Preservation Month (May 2023)	163
Public Service Recognition Week (May 7-13, 2023)	163
Public Works Week (May 21-27, 2023)	180
Salvation Army Week (May 15-21, 2023)	180
Sexual Assault Awareness Month (April 2023)	126
Summer Learning Week (July 9 - 15, 2023)	241

Trick-or-Treat Night	385
Professional Consultant Services Contract	165, 432
Project HOPE.....	243, 257, 301, 302
Projects	
514 Angella	216
Althausen St. Retaining Wall Repair	397, 416
Asphalt Overlay Ramp	31, 75, 133, 164, 245, 322, 359
Bee Branch Creek Railroad Culverts Trail	52
Bee Branch Watershed Flood Mitigation	11, 316, 349, 396
Briarwood Subdivision Water Connection.....	3
Burlington Street Water Main Improvement	280, 334, 387, 431, 469, 476
Central Avenue Corridor Streetscape Master Plan	7
Chaplain Schmitt Island Trail Connection	327, 391
Chavenelle Road – NW Arterial to Radford Road Reconstruction	50
Chavenelle Road Hike Bike Trail	183
Comiskey Park – Phase 1 Redevelopment	172
Dasher Board and Shielding System	32
Emergency Traffic Signal Repair	12, 13
English Lane Sanitary and Storm Repair	133, 218, 244
Flora Pool Filter Tank & Recirculation Pump Replacement	5, 50
Foothill Court Drain Tile.....	339
Force Main Stabilization	309, 416
Granger Creek Lift Station	434
Highway 20 - N. Cascade Road Truck Stop - Water Service Connection.....	308
Iowa Amphitheater on Schmitt Island	184
John F. Kennedy Road and West 32 nd Street Intersection Improvement	267, 283, 316
Kerper Court and Kerper Boulevard Intersection Improvement	87, 221, 250, 289
Kwik Trip, Inc. Property Right of Way Plat and Dedication –Roundabout Improvements.....	415
Lower Bee Branch Creek Trail Extension	464
Maintenance Dredging	311, 329, 340, 347, 360
Maus Park Lake Pumping Station Culvert Repair.....	342, 365, 386
Mechanical Electrical and Plumbing (MEP) Systems Assessment and Design	32
Municipal Services Center Electric Vehicle (EV) Charging Stations.....	166, 190, 252
Mystique Ice Arena	
Construction Site Cleanup	32
Rink Ice System Removal and Replacement.....	164
Rubber Sport Flooring Removal and New Replacement	2
Settlement Remediation	3
North Cascade Road Reconstruction	142
Old Highway Road Water Main Installation	186
Pavement Marking	133, 166, 190, 216, 263, 474
Reimagine Comiskey Park.....	256, 317
Royalwood Subdivision Water Main Loop - North Cascade Road Crossing	261
Safe Routes to School	317
South Grandview US 61-151 Bridge Replacement	141
St. Anne & Avalon Intersection Reconstruction	193, 219, 307
Stoneman Road Reconstruction	11, 32, 78
Street Brick Pavers Remediation	307
Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment	474
U.S. Hwy 20 and Devon Dr. Frontage Road	407
Upper Bee Branch Creek Restoration Railroad Sanitary Interceptor Crossing	133
West 1st Street Sanitary Repair	221, 251, 260
Wilbricht Lane Detention Basin	464
Property Acquisition	32, 177, 262, 323, 399, 415, 426, 431, 454
Property Tax Appeal Stipulation of Settlement	76, 86, 431, 462, 474
Public Housing Agency (PHA).....	137, 138
Public Housing Authority Annual Plan	40
Public Nuisance Bars.....	301
Public Safety Camera System.....	114, 162

Purchase Agreement	4, 56, 87, 88, 167, 181, 186, 190, 228, 323, 399, 414, 426, 465
Purchase and Sale Agreement	145
Purchase of Services Grant	272, 339, 350
Pyrotechnics Permit	219, 246, 318, 338

Q

Q Casino and Hotel	77, 144, 166, 221, 244, 318, 377, 378, 387, 410, 428
Queen Street, 2407	135, 159, 181
Quit Claim Deed	79, 245, 315, 329

R

RACOM	279
Rahe, Keith, President & CEO of Travel Dubuque	355
Rai, Abhishek, International City/County Management Association (ICMA) Fellow	9, 214, 240
Railroad	52, 97, 99, 133, 448, 464
Railroad Acquisition	86
Railroad Quiet Zone Study	391, 460
Rainbow Lounge	398
Rainey, Aaron, Five Flags Civic Center General Manager	382
RAISE Infrastructure Planning Grant	255, 433, 434
Rajan, Raj, SOO Green HVDC Link ProjectCo, LLC Vice President - Project Development	454
Ramaker, Wayne	74
Ravada, Chandra, East Central Intergovernmental Association (ECIA) Director of Transportation, Planning, and Transit Services	428, 460
RC Restoration LLC	186, 228
RDG Planning & Design, Inc.	7, 28, 219, 258, 384
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant	256, 349, 460
Rebuilding Bridges to Equity & Employment (RAISE) Grant	133
Red Robin America's Gourmet Burgers & Spirits	360
Rename "Dubuque Ice Arena" to "ImOn Arena"	333
Renson, Cory	363
Reservation of Easements	413, 474
Resilient Community Advisory Commission	
Correspondence	357
Membership	225, 248
Minutes	10, 74, 84, 141, 241, 303
Resolutions	
No. 001-23 Authorizing the Director of Finance and Budget/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	2
No. 002-23 Accepting the Mystique Ice Arena Rubber Sport Flooring Removal and New Replacement Project and authorizing the payment to the vendor service provider	2
No. 003-23 Accepting the Mystique Ice Center Settlement Remediation Project and authorizing the payment to the contractor	3
No. 004-23 Accepting a Grant of Easement for water main utility through, over and across part of Lot 5 in Briarwood Subdivision, Dubuque County, Iowa	3
No. 005-23 Accepting the deed to certain real estate in Dubuque County, Iowa from Jade Engineering LLC .	3
No. 006-23 Approving the Seventh Amendment to the Development Agreement between the City of Dubuque and The Hotel Dubuque, LLC	4
No. 007-23 Authorizing the First Amendment to the CDBG Subrecipient Agreement between the City of Dubuque and Dubuque Area Labor Harvest	4
No. 008-23 Awarding Public Improvement Construction Contract for the Flora Pool Filter Tanks and Recirculation Pump Replacement Project	5
No. 009-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits	5
No. 010-23 Approving a Development Agreement by and between the City of Dubuque, and McCoy Group, Inc., including the issuance of urban renewal tax increment revenue obligations	6

No. 011-23 Adopting the Central Avenue Corridor Streetscape Master Plan	7
No. 012-23 Authorizing the Director of Finance and Budget/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	10
No. 013-23 Accepting Public Improvements in Rustic Point Estates #2, in the City of Dubuque, Iowa	11
No. 014-23 Accepting the Stoneman Road Reconstruction Project and authorizing the payment of the contract amount to the contractor	11
No. 015-23 Adopting the Final Assessment Schedule for the Stoneman Road Reconstruction Project	11
No. 016-23 Accepting the Asbury Rd & JFK Rd Emergency Traffic Signal Repair Project and authorizing the payment to the contractor	13
No. 017-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits	13
No. 018-23 Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on the Proposed Development Agreement by and between the City of Dubuque and Switch Development, LLC., including the proposed issuance of Urban Renewal Tax Increment Revenue Grant Obligations to Switch Development, LLC, and providing for the publication of notice thereof	14
No. 019-23 Approving an Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges for property in Dubuque Industrial Center West Dubuque Industrial Center West 2nd Addition Dubuque Industrial Center West 5th Addition and Dubuque Industrial Center North First Addition	26
No. 020-23 Approving an Amendment to Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges for property in Dubuque Industrial Center South First Addition	26
No. 021-23 Authorizing the Director of Finance and Budget/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	30
No. 022-23 Approving the Second Amendment to Grant Agreement between the City of Dubuque, Iowa and Dub Jones Real Estate, LLC	31
No. 023-23 Accepting the Mystique Ice Arena Dasher Board and Shielding System Project and authorizing the payment to the vendor / service provider	32
No. 024-23 Accepting the Mystique Ice Arena Construction Site Cleanup	32
No. 025-23 Approving the Acquisition Plat of Lot 2-2-1-2-1-2-2-2-2-A of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa	32
No. 026-23 Accepting a Grant of Easement for public utilities through, over and across part of Lot 2- 2-1-2-1-2-2-2-2-2 of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa	33
No. 027-23 Authorizing and providing for the issuance and securing the payment of \$1,950,000 Taxable Sewer Revenue Capital Loan Notes, Series 2023A by the City of Dubuque, Iowa under the provisions of Chapter 384 of the Code of Iowa, providing for a method of payment thereof, approving the Loan and Disbursement Agreement and other related matters	33
No. 028-23 Approving an Agreement between the City of Dubuque and ITC Midwest, LLC to operate an Electric Transmission System in the City of Dubuque	37
No. 029-23 Authorizing the Director of Housing and Community Development to execute the Acceptance of the Notice of Award for the HUD Family Self-Sufficiency Program Grant	37
No. 030-23 Adopting Supplement No. 2023 S-9 to the Code of Ordinances of the City of Dubuque, Iowa ...	37
No. 031-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits	38
No. 032-23 Setting a Public Hearing on the Fiscal Year 2024 Maximum Property Tax Dollars for the affected tax levy total, and set the public hearing for February 20, 2023	39
No. 033-23 Intent to dispose of an interest in City of Dubuque real estate by sale to Seippel Warehouse, LLC pursuant to a Development Agreement by and between the City of Dubuque and Seippel Warehouse, LLC and fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on the Development Agreement including the proposed issuance of Urban Renewal Tax Increment Revenue Grant Obligations to Seippel Warehouse, LLC and providing for the publication of notice thereof	39
No. 034-23 Setting a public hearing to review and approve the Public Housing Authority Fiscal Year 2024 Annual Plan	40
No. 035-23 Approving an Urban Renewal Plan for the Twin Valley Urban Renewal Area	41
No. 036-23 Approving a Development Agreement by and between the City of Dubuque and Switch Development, LLC, including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations to Switch Development, LLC	41

No. 037-23 Approving the revision of the Public Housing Authority (PHA) Administrative Plan for the Housing Choice Voucher Program.....	46
No. 038-23 Authorizing the Director of Finance and Budget/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	48
No. 039-23 Naming Depositories.....	49
No. 040-23 Approving CLG Grant Agreement with the Iowa Department of Cultural Affairs for the Voelker Highlands Intensive Architectural Survey.....	49
No. 041-23 Approving CLG Grant Agreement with the Iowa Department of Cultural Affairs for the Deereville Intensive Architectural Survey	50
No. 042-23 Accepting the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project and authorizing the payment of the contract amount to the contractor	50
No. 043-23 Adopting the Final Assessment Schedule for the Chavenelle Road – NW Arterial to Radford Road Reconstruction Project.....	50
No. 044-23 Accepting the Bee Branch Creek Railroad Culvert Trail Project and authorizing the payment of the contract amount to the contractor	52
No. 045-23 Accepting the Upper Bee Branch Creek Railroad Culverts Project and authorizing the payment of the contract amount to the contractor	52
No. 046-23 Approving Plat of Proposed Vacated Portion of Stoneman Road, in the City of Dubuque, Iowa, to be known as Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa	52
No. 047-23 Approving Property Tax Abatement Applications Submitted by Property Owners in Urban Revitalization Areas and Authorizing the transmittal of the approved applications to the City Tax Assessor.....	53
No. 048-23 Authorizing the First Amendment to the CDBG Subrecipient Agreement between the City of Dubuque and Four Mounds Foundation	54
No. 049-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits.....	54
No. 050-23 Intent to vacate and dispose of city interest in a portion of Stoneman Road, in the City of Dubuque, Iowa, to be known as Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa	55
No. 051-23 Intent to dispose of an interest in City of Dubuque real estate to Affordable Housing Network, Inc, setting a time and place for hearing, and providing for the publication of notice thereof	55
No. 052-23 Authorizing and directing the City Manager to prepare an Amended and Restated Urban Renewal Plan Version 2023.1 for the Dubuque Industrial Center Economic Development District, setting a date for the public hearing and directing the consultation process on the proposed Amended and Restated Urban Renewal Plan Version 2023.1 for said district	56
No. 053-23 Authorizing and directing the City Manager to prepare an Amended and Restated Urban Renewal Plan Version 2023.2 for the Dubuque Industrial Center Economic Development District, setting a date for the public hearing and directing the consultation process on the proposed Amended and Restated Urban Renewal Plan Version 2023.2 for said district	57
No. 054-23 Approval of the FYear 2024 Maximum Property Tax Dollars for the affected tax levy total	58
No. 055-23 Approving the disposal of an interest in City of Dubuque owned real estate by sale to Seippel Warehouse, LLC, pursuant to a Development Agreement by and between the City of Dubuque and Seippel Warehouse, LLC, including the issuance of Urban Tax Increment Revenue Obligations to Seippel Warehouse, LLC.....	68
No. 056-23 Approving the First Amendment to the Amended and Restated Development Agreement by and between the City of Dubuque and Simmons Pet Food, Inc.....	69
No. 057-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	74
No. 058-23 Acknowledging the submission of a Consolidated Annual Performance and Evaluation Report (CAPER) for the period commencing July 1, 2021 and concluding June 30, 2022	75
No. 059-23 Adopting the Fiscal Year 2023 (Program Year 2022) Community Development Block Grant (CDBG) Annual Action Plan Amendment #1.....	76
No. 060-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits.....	76
No. 061-23 Intent to vacate and dispose of City interest in a portion of Easements for Sanitary Sewer Utilities over and across a part of Lot 1 of Dubuque Industrial Center 14th Addition, in the City of	

Dubuque, Iowa	77
No. 062-23 Authorizing and directing the City Manager to prepare an Amended and Restated Urban Renewal Plan, Version 2023.1 for the Greater Downtown Urban Renewal District and setting the date for public hearing and consultation on the proposed Amended and Restated Urban Renewal Plan, Version 2023.1 for said district	78
No. 063-23 Vacating a portion of Stoneman Road, in the City of Dubuque, IA., known as Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, Iowa	78
No. 064-23 Disposing of City interest in Lot 2-2-1-2-1-2-2-2-2-B of the Northeast Quarter of the Northeast Quarter of Section 28, T89N, R2E of the 5th P.M., in the City of Dubuque, IA	78
No. 065-23 Setting the date for the public hearing on the FYear 2024 Budget for the City of Dubuque	82
No. 066-23 Setting the date for the public hearing on the Five-Year Capital Improvement Program for Fiscal Years 2024 through 2028 for the City of Dubuque	82
No. 067-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	85
No. 068-23 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and Terrence L. and Barbara Bahl	86
No. 069-23 Approving a Purchase Agreement Between the City of DBQ, Iowa and HWY 151 & 61 Development, LLC for a Temporary Detour Easement Across Lot 1 in Riverview Plaza No. 4 in the City of DBQ Iowa as Part of the Kerper Boulevard and Kerper Court Intersection Improvements Project	87
No. 070-23 Approving applications for retail cigarette/tobacco sales/nicotine/vapor permits, as required by Iowa Code Chapter 453A.47A	87
No. 071-23 Intent to dispose of an interest in City of Dubuque real estate to Affordable Housing Network, Inc, setting a time and place for hearing, and providing for the publication of notice thereof	88
No. 072-23 Setting a Public Hearing on an Application for Voluntary Annexation of Territory to the City of Dubuque, Iowa	88
No. 073-23 Approving the Amended and Restated Urban Renewal Plan, Version 2023.1, for the Dubuque Industrial Center Economic Development District	94
No. 074-23 Approving the Amended and Restated Urban Renewal Plan, Version 2023.2, for the Dubuque Industrial Center Economic Development District	95
No. 075-23 Disposing of Property by Vacating City Interest in a Portion of Easements for Sanitary Sewer Utilities Over and Across a Part of Lot 1 of DBQ Industrial Center 14 th Addition, in the City of DBQ, IA ..	96
No. 076-23 Adopting the City of Dubuque Fiscal Year 2024 Annual Budget	117
No. 077-23 Adopting the City of Dubuque Five Year Capital Improvement Program	117
No. 078-23 Adopting the Five-Year Street Construction Program for Fiscal Years 2024 - 2028	125
No. 079-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	127
No. 080-23 Adopting the Fiscal Year 2024 (Program Year 2023) Community Development Block Grant (CDBG) Annual Action Plan for Approval	127
No. 081-23 Authorizing the Second Amendment to the CDBG Subrecipient Agreement between the City of Dubuque and Dubuque Community School District	128
No. 082-23 Approving the First Amendment to an Agreement with Affordable Housing Network, Inc. for the rehabilitation of residential property within the City of Dubuque for resale or rental to low and moderate-income families	128
No. 083-23 Authorizing the city to collect delinquent grass and weed cutting and garbage collection charges in accordance with Title 6-4-3A and Title 6-8-2 of the Code of Ordinances of the City of DBQ, IA	128
No. 084-23 Authorizing the city to collect delinquent problem property charges in accordance with 14-1J1 International Property Maintenance Code Section 106.5 and/or Section 109.5 Code of Ordinances of the City of Dubuque, Iowa	131
No. 085-23 Providing a Letter of Support for a Low-Income Housing Tax Credit Project proposed by Dubuque Housing Group	131
No. 086-23 Authorizing the filing of an application and letter of support with the Iowa Economic Development Authority for the application by the City of Dubuque on behalf of Nia Neighborhoods Opportunity Zone Fund, LLC for a Community Catalyst Building Remediation Grant	132
No. 087-23 Rescinding Resolution No. 137-21, Establishing a Schedule of Development Services Fees, and adopting in lieu thereof a New Schedule of Development Services Fees as provided in Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code	132
No. 088-23 Accepting the 2022 Pavement Marking Project & authorizing payment to contractor	133
No. 089-23 Adopting March 2023 Replacement Supplement to the Code of Ordinances of the City of	

Dubuque, Iowa	133
No. 090-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits.....	134
No. 091-23 Setting the date for public hearing and additional action on proposal to enter into General Obligation Loan Agreements and to borrow money thereunder.....	134
No. 092-23 Intent to dispose of an interest in City of Dubuque Real Estate to Melissa Sarazin, setting a time and place for hearing, and providing for the publication of notice thereof.....	135
No. 093-23 Authorizing and directing the City Manager to prepare an Amended and Restated Urban Renewal Plan, Version 2023.2 for the Greater Downtown Urban Renewal District and setting the date for a public hearing and consultation on the proposed Amended and Restated Urban Renewal Plan, Version 2023.2 for said district	136
No. 094-23 Authorizing the Mayor to execute the Certification by State or Local Office of Public Housing Agency (PHA) Plan's Consistency with the Consolidated Plan and approval of the PHA Fiscal Year 2024 Annual Plan	137
No. 095-23 Approving the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.1	138
No. 096-23 Disposing of city interest in real property at 612 Lincoln, in the City of Dubuque, Iowa	138
No. 097-23 Approving a Subdivision Development Agreement for a portion of Asbury Plaza by and among City of DBQ, Iowa, Talon Development, LLC, Eagle Construction, Inc., & Fox Hills Apartments, LLC	139
No. 098-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	141
No. 099-23 Item Pulled from Agenda	141
No. 100-23 Item Pulled from Agenda	141
No. 101-23 Item Pulled from Agenda	141
No. 102-23 Item Pulled from Agenda	141
No. 103-23 Item Pulled from Agenda	141
No. 104-23 Item Pulled from Agenda	141
No. 105-23 Item Pulled from Agenda	141
No. 106-23 Approving Preconstruction Agreement (No. 2023-12-047) with Iowa Department of Transportation for South Grandview Bridge Over US Highway 61-151 Bridge Replacement Project	141
No. 107-23 Accepting the North Cascade Road Reconstruction Project, Phase 1 from the bridge over Catfish Creek to Edval Lane, Iowa DOT Project No. STBG-SWAP-2100 (669)--SG-31 and authorizing the final payment to the contractor	142
No. 108-23 Approving the Plat of Survey of Lot 1 & Lot 2 of Boys & Girls Club Place in City of DBQ, IA	142
No. 109-23 Approving the Final Plat of Valentine Place No. 4, in the City of DBQ & in DBQ County, IA	143
No. 110-23 Approving a Pre-Annexation Agreement between the City of Dubuque and Gary F. and Ann M. Kluesner	143
No. 111-23 Approving the First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Switch Development, LLC.....	143
No. 112-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits.....	144
No. 113-23 Approving the Consent to Assignment and Assumption Agreement between Hotel Dubuque LLC, & Novelty Iron Landlord LLC & approving the 8 th Amendment to Development Agreement between and among the City of Dubuque, Iowa, Hotel Dubuque LLC, & Novelty Iron Landlord LLC	144
No. 114-23 Authorizing approval of the Final Plat of Asbury Plaza No. 22, in the City of Dubuque, Iowa ...	145
No. 115-23 Setting a public hearing on the First Amendment to Development Agreement between the City of Dubuque, Iowa and Seippel Warehouse, LLC.....	149
No. 116-23 Approving an Application for Voluntary Annexation of Territory to City of DBQ, Iowa	150
No. 117-23 Taking additional action on proposals to enter into Loan Agreements and combining Loan Agreements.....	158
No. 118-23 Disposing of city interest in real property at 2407 Queen Street, in the City of DBQ, Iowa	159
No. 119-23 Providing a Letter of Support for a Low-Income Housing Tax Credit Project proposed by Horizon Development.....	160
No. 120-23 Providing a Letter of Support for a Low-Income Housing Tax Credit Project proposed by Gronen Development.....	160
No. 121-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	163

No. 122-23 Accepting the Mystique Ice Center - Rink Ice System Removal and Replacement Project and authorizing the payment to the contractor.....	164
No. 123-23 Awarding Public Improvement Contract for the 2023 Asphalt Overlay Ramp Project Four	164
No. 124-23 Approving the Consultant Professional Services - Supplemental Agreement No. 1 between HDR Inc. and the City of Dubuque for the East-West Corridor Capacity Improvements.....	165
No. 125-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits.....	165
No. 126-23 Municipal Services Center EV Charging Stations Project preliminary approval of plans, specifications, form of contract, and estimated cost, setting date of public hearing on plans, specifications, form of contract, and estimated cost for the Municipal Services Center EV Charging Stations Project	166
No. 127-23 Pavement Marking Project 2023- preliminary approval of plans, specifications, form of contract, and estimated cost - setting date of public hearing on plans, specifications, form of contract, and estimated cost - and ordering the advertisement for bids.....	166
No. 128-23 Intent to dispose of an interest in City of Dubuque real estate to Ry Meyer, setting a time and place for hearing, and providing for the publication of notice thereof.....	167
No. 129-23 Setting the date for the Public Hearing on Amendment No. 2 to the Fiscal Year 2023 Budget for the City of Dubuque	167
No. 130-23 Authorizing and directing the City Manager to prepare an Amended and Restated Urban Renewal Plan, Version 2023.3 for the Greater Downtown Urban Renewal District and setting the date for a public hearing and consultation on the proposed Amended and Restated Urban Renewal Plan, Version 2023.3 for said district	168
No. 131-23 Authorizing and directing the City Manager to prepare an Amended and Restated Urban Renewal Plan Version 2023.3 for the Dubuque Industrial Center Economic Development District, setting a date for the public hearing and directing the consultation process on the proposed Amended and Restated Urban Renewal Plan Version 2023.3 for said district	169
No. 132-23 Setting the date for a public hearing on Iowa Department of Transportation (DOT) Consolidated Funding Application	169
No. 133-23 Setting a public hearing on the Fiscal Year 2023 (Program Year 2022) Community Development Block Grant (CDBG) Annual Action Plan Amendment #2	170
No. 134-23 Approving the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.2.	171
No. 135-23 Approving the First Amendment to Development Agreement between the City of Dubuque, Iowa and Seippel Warehouse, LLC	171
No. 136-23 Awarding Sustainable Dubuque Grant to Centrally Rooted Mission, Inc.	172
No. 137-23 Awarding Sustainable Dubuque Grant to Convivium Urban Farmstead.....	172
No. 138-23 Awarding Sustainable Dubuque Grant to the Four Mounds Foundation.....	172
No. 139-23 Awarding Sustainable Dubuque Grant to the Nova Elite Youth Basketball	172
No. 140-23 Awarding Sustainable Dubuque Grant to St. Mark Youth Enrichment	172
No. 141-23 Not approved for reason stated.....	172
No. 142-23 Awarding Sustainable Dubuque Grant to the Valentine Park Community Garden.....	172
No. 143-23 Approving an Agreement between the City of Dubuque, Iowa and CCI5, LLC.....	177
No. 144-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	180
No. 145-23 Approving a Third Amendment to Development Agreement by and between the City of Dubuque, Iowa and Port of Dubuque LLC	181
No. 146-23 Adding the FHA Amendatory Clause and Real Estate Certification to the Purchase Agreement for 2407 Queen Street	181
No. 147-23 Authorizing the Second Amendment to the CDBG Subrecipient Agreement between the City of Dubuque and Dubuque Community YMCA/YWCA.....	182
No. 148-23 Accepting USDA Office of Urban Agriculture and Innovative Production Grant.....	182
No. 149-23 Accepting the Chavenelle Road Hike Bike Trail Phase 2 Project and authorizing the payment of the contract amount to the contractor	183
No. 150-23 Accepting a Grant of Easement for Ingress/Egress and Sidewalk over and across part of Lot 1-70 in Stafford's Addition, in the City of Dubuque, Iowa	183
No. 151-23 Approving a Memorandum of Understanding between the City of Dubuque and the Interstate Power and Light Company (IPL) for the potential purchase of excess property at the former Power Generation Plant Site on 7 th Street	183

No. 152-23 Awarding additional Sustainable Dubuque grant funding to various organizations	184
No. 153-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits.....	185
No. 154-23 Intent to dispose of an interest in City of Dubuque real estate to RC Restoration LLC, setting a time and place for hearing, and providing for the publication of notice thereof.....	186
No. 155-23 The Old Highway Road Water Main Installation Project 2023 - preliminary approval of plans, specifications, form of contract, and estimated cost - setting date of public hearing on plans, specifications, form of contract, and estimated cost - and ordering the advertisement for bids	186
No. 156-23 (1) approving the minimum requirements, competitive criteria, and offering procedures for the development and the sale of certain real property and improvements in the Greater Downtown Urban Renewal District; (2) determining that the offer to purchase submitted by McCoy Group, Inc. satisfies the offering requirements with respect to the real property and improvements and declaring the intent of the City Council to approve the sale to McCoy Group, Inc. in the event that no competing proposals are submitted; and (3) soliciting competing proposals	187
No. 157-23 Municipal Services Center EV Charging Stations Project approval of plans, specifications, form of contract, and estimated cost for the Municipal Services Center EV Charging Stations Project	190
No. 158-23 Approval of plans, specifications, form of contract, and estimated cost for the 2023 Pavement Marking Project	190
No. 159-23 Disposing of city interest in real property at 590 Clarke Drive, in the City of Dubuque, Iowa...	190
No. 160-23 Amending the current budget for Fiscal Year Ending June 2023 (as last certified or amended on 10/17/2022)	191
No. 161-23 Awarding Public Improvement Construction Contract for the St. Anne and Avalon Intersection Reconstruction Project	193
No. 162-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	215
No. 163-23 Authorizing execution of CDBG Subrecipient Agmt. with Affordable Housing Network, Inc.	216
No. 164-23 Authorizing the First Amendment to the CDBG-CV Subrecipient Agreement with Almost Home at St. John's	216
No. 165-23 Awarding Public Improvement Contract for the 2023 Pavement Marking Project	216
No. 166-23 Approving Agreement between the City of DBQ, IA, & James B. Gansen & Mary L. Gansen	217
No. 167-23 Approving an Agreement between the City of Dubuque, Iowa and C Ellis Properties, LLC	217
No. 168-23 Accepting the dedication of Lot A of Rustic Point Estates, in the City of Dubuque, Iowa	218
No. 169-23 Accepting English Lane Sanitary Reconstruction Project & authorizing payment to contractor	218
No. 170-23 Adopting Supplement No. 2023 S-10 to Code of Ordinances of City of DBQ, Iowa	219
No. 171-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits.....	219
No. 172-23 Approving application(s) for retail permits to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code Chapter 453A.47A.....	219
No. 173-23 Kerper Court and Kerper Boulevard Intersection Improvement Project - preliminary approval of plans, specifications, form of contract, and estimated cost - setting date of public hearing on plans, specifications, form of contract, and estimated cost - and ordering the advertisement for bids	221
No. 174-23 W 1st Street Sanitary Repair Project: preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost.....	222
No. 175-23 Intent to dispose of city interest by Grant of Easements for Access to James B. Gansen and Mary L. Gansen, and Robert J. Flanagan and Tina M. Flanagan, across part of Lot 1 of JQ Acres, Dubuque County, Iowa	222
No. 176-23 Intent to approve a Development Agreement between the City of Dubuque and Switch Homes, LLC including the proposed reimbursement of Switch Homes, LLC for certain infrastructure improvements as described in the Development Agreement by the issuance of Urban Renewal Tax Increment Revenue Grants, fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa, and providing for the publication of notice thereof	223
No. 177-23 Resolution of necessity finding that certain property designated as the Switch Homes Housing Urban Renewal Area and described herein is an Economic Development Area and that the development of said area is necessary in the interest of the residents of the City of Dubuque, Iowa, and setting a date for hearing on a proposed Urban Renewal Plan for said area.....	223
No. 178-23 Setting a public hearing on an application for voluntary annexation of territory to the City of	

Dubuque, Iowa	224
No. 179-23 Approving the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.3	226
No. 180-23 Approving the Amended and Restated Urban Renewal Plan, Version 2023.3 for the Dubuque Industrial Center Economic Development District	226
No. 180-23-A Nunc Pro Tunc correcting & amending a scrivener's error in certain legal descriptions included in Urban Renewal Plan for Dubuque Industrial Center Economic Development District	277
No. 181-23 Adopting the Fiscal Year 2023 (Program Year 2022) Community Development Block Grant (CDBG) Annual Action Plan Amendment #2.	227
No. 182-23 Authorizing Resolution - approval of Consolidated Funding Application to Iowa DOT	227
No. 183-23 Disposing of city interest in real property at 1559 Washington St., in City of DBQ, Iowa	228
No. 184-23 Approval of plans, specifications, form of contract, and estimated cost for the Old Highway Road Water Main Connection Loop 2023	228
No. 185-23 Authorizing the Mayor to execute an application for the Home Tenant Based Rental Assistance Program and authorizing the Director of Housing and Community Development and the City Manager to approve the application	238
No. 186-23 Approving a Development Agreement by and between the City of Dubuque, Iowa and CARich Properties LLC. providing for funding assistance through Housing Tax Increment Financing in the amount of \$110,000 for the development of 1706 Central Avenue	239
No. 187-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	241
No. 188-23 Authorizing the Chief Financial Officer to make the appropriate interfund transfers of sums and record the same in the appropriate manner for the FY 2023 for the City of Dubuque, Iowa	242
No. 189-23 Approving an Agreement between the City of Dubuque and ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque	243
No. 190-23 Authorizing the Second Amendment to the CDBG-CV Subrecipient Agreement with Almost Home at St. John's	244
No. 191-23 Approving the Final Plat of Steger Heights Plat 3, in the City of Dubuque, Iowa	244
No. 192-23 Accepting the English Lane Sanitary and Storm Repair Project and authorizing the payment to the contractor	244
No. 193-23 Accepting 2023 Asphalt Overlay Curb Ramp Project 1 and authorizing payment to contractor	245
No. 194-23 Accepting 2023 Asphalt Overlay Curb Ramp Project 2 and authorizing payment to contractor	245
No. 195-23 Accepting Quit Claim Deeds from James B. Gansen & Mary L. Gansen, & Robert J. Flanagan & Tina M. Flanagan, for certain easements across Part of Lot 1 of JQ Acres, DBQ County, Iowa	246
No. 196-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits	247
No. 197-23 Approving applications for retail permits to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code §453A.47A	247
No. 198-23 Approving the disposal of an interest in real property owned by the City of Dubuque by sale pursuant to a Development Agreement with McCoy Group, Inc.	249
No. 199-23 Approving a Development Agreement between the City of DBQ and Switch Homes, LLC, including the proposed reimbursement of Switch Homes, LLC for certain infrastructure improvements as described in the Development Agmt. by the issuance of urban renewal tax increment revenue grants	249
No. 200-23 Approval of plans, specifications, form of contract, and estimated cost for the Kerper Court and Kerper Boulevard Intersection Improvement Project	250
No. 201-23 Approval of plans, specifications, form of contract, and estimated cost for the W 1 st Street Sanitary Repair Project	251
No. 202-23 Disposing of city interest by Grant of Easements for access to James B. Gansen & Mary L. Gansen, & Robert J. Flanagan & Tina M. Flanagan, Across Part of Lot 1 of JQ Acres, DBQ County, IA ...	251
No. 203-23 Awarding public improvement construction contract for the Municipal Services Center EV Charging Stations Project	252
No. 204-23 Authorizing approval of the Final Plat of Switch Homes of DBQ, in the City of DBQ, IA	252
No. 205-23 Awarding Public Improvement Contract for the Old Highway Road Water Main Connection Loop Project 2023	256
No. 206-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	260
No. 207-23 Authorizing a partnership with the Iowa Initiative for Sustainable Communities, a program of the University of Iowa	260

No. 208-23 Rejecting all competitive bid proposals for the W 1 st Street Sanitary Repair Project	260
No. 209-23 Accepting the Royalwood Subdivision Water Main Loop - North Cascade Road Crossing Project and authorizing the payment to the contractor.....	261
No. 210-23 Approving the First Amendment to an Agreement between the City of Dubuque, Iowa and Kwik Trip, Inc. for construction of certain off-site public roadway improvements at the intersection of Kerper Boulevard and Kerper Court related to the proposed site improvements at said intersection	261
No. 211-23 Approving adoption of the 2023 Edition of City Supplemental Specifications to the Iowa Statewide Urban Design and Specifications (SUDAS) Program's Specification Manual for Public Works Improvements	262
No. 212-23 Approving the Acquisition Plat of Lot 1A of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa.....	262
No. 213-23 Authorizing the city to collect delinquent grass and weed cutting and garbage collection charges in accordance with Title 6-4-3A and Title 6-8-2 of the Code of Ordinances of the City of DBQ, IA.....	263
No. 214-23 Approving a Settlement Agreement between the City of Dubuque, Iowa and Metropolitan Life Insurance Company.....	265
No. 215-23 Establishing the compensation for the City Clerk	265
No. 216-23 Approving applications for retail permits to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code §453A.47A.....	266
No. 217-23 Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and 799 Main, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto and providing for the publication of notice thereof.....	266
No. 218-23 John F. Kennedy Road and West 32 nd Street Intersection Improvement Project preliminary approval of plans, specifications, form of contract, and estimated cost, setting date of public hearing on plans, specifications, form of contract, and estimated cost.....	267
No. 219-23 Approving the Urban Renewal Plan for the Switch Homes Housing Urban Renewal Area	267
No. 220-23 Approving an application for voluntary annexation of territory to the City of Dubuque, Iowa.	268
No. 221-23 Authorizing execution of FY24 Purchase of Services Grant Agreements	272
No. 222-23 Setting the date for the sale of Taxable General Obligation Corporate Purpose Bonds, Series 2023A and authorizing the use of a preliminary official statement in connection therewith.....	272
No. 223-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	276
No. 224-23 Approving Plat of proposed vacated portion of Bies Drive, in the City of Dubuque, Iowa, to be known as Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa	277
No. 225-23 Approving an Agreement between the City of Dubuque, Iowa and Dennis R. Walker	278
No. 226-23 Approving a Funding Agreement (ST-018) with the Iowa Department of Transportation for a Statewide Transportation Innovation Council (STIC) Grant that will continuously monitor and report on the performance of signalized intersections within the City of Dubuque.....	278
No. 227-23 Adopting Supplement No. 2023 S-11 to the Code of Ordinances of the City of Dubuque, Iowa.....	279
No. 228-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits.....	279
No. 229-23 Intent to vacate and dispose of a portion of Bies Drive, in the City of Dubuque, Iowa, to be known as Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa	280
No. 230-23 The Burlington Street Water Main Improvement Project 2023 - preliminary approval of plans, specifications, form of contract, and estimated cost, setting date of public hearing on plans, specifications, form of contract, and estimated cost	280
No. 231-23 Setting a public hearing on the intent to consider the removal of a commissioner from the Human Rights Commission.....	281
No. 232-23 Setting a public hearing on an application for voluntary annexation of territory to the City of Dubuque, Iowa.....	282
No. 233-23 Approving a Development Agreement by and between the City of Dubuque, Iowa, and 799 Main, LLC including the issuance of Urban Tax Increment Revenue Obligations.....	283
No. 234-23 Approval of plans, specifications, form of contract, and estimated cost for the John F. Kennedy Road and W. 32 nd Street Intersection Improvement Project	283
No. 235-23 Authorizing and approving a Loan Agreement, providing for the sale and issuance of Taxable General Obligation Corporate Purpose Bonds, Series 2023A, and providing for the levy of taxes to pay the same.....	284
No. 236-23 Awarding public improvement contract for the Kerper Court and Kerper Boulevard Intersection	

Improvement Project	289
No. 237-23 Adopting a policy for city acceptance of streets in commercial subdivisions	289
No. 238-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	303
No. 239-23 Approving a Grant Agreement by and Between the City of Dubuque, Iowa, and Nia Neighborhoods Opportunity Zone Fund, LLC for the Redevelopment of 1398 White Street	304
No. 240-23 Authorizing Contract 23-CTBF-012 by and between the City of DBQ, IA, and the Iowa Economic Development Authority for a Community Catalyst Building Remediation Grant to Nia Neighborhoods Opportunity Zone Fund, LLC for the Rehabilitation of 1398 White St. in the City of BQ, IA.....	304
No. 241-23 Authorizing the Housing and Community Development Director to execute an application for the Iowa Finance Authority Iowa Thriving Communities' Designation and authorizing the Housing and Community Development Director and the City Manager to approve the application	305
No. 242-23 Authorizing Execution of FY24/PY23 Community Development Block Grant Agreement	305
No. 243-23 Approving Plat of Proposed Vacated Portion of National Street, In the City of Dubuque, Iowa, To Be Known as Lot 86A In McDaniel's Park Hill (Aka	306
No. 244-23 Approving the Plat of Survey of Chaplain Schmitt Island in the City of Dubuque, Iowa	306
No. 245-23 Accepting the St Anne & Avalon Intersection Reconstruction Project and Authorizing the Payment to the Contractor	307
No. 246-23 Accepting The 8 th Street Brick Pavers Remediation Project and Authorizing the Payment to the Contractor	307
No. 247-23 Accepting the Highway 20 - N. Cascade Road Truck Stop Water Service Connection Project and Authorizing the Payment to the Contractor	308
No. 248-23 Authorizing the filing of a Grant Application with the U.S. Fish and Wildlife Service and Iowa Department of Natural Resources for the 2022 Boating Infrastructure Tier 1 Grant to assist with funding to perform maintenance dredging at Dubuque Marina.....	308
No. 249-23 Authorizing execution of CDBG Subrecipient Agreement with SS Event Center, LLC	309
No. 250-23 Intent to vacate and dispose of a portion of National Street, in the City of DBQ, IA, to be known as Lot 86A in McDaniel's Park Hill (Aka "Park Hill, City of DBQ, IA 1856), in the City of DBQ, IA	310
No. 251-23 Fixing the date for a public hearing of the city council of the City of DBQ, IA on the fourth amendment to Development Agreement between the City of DBQ, IA and Port of Dubuque LLC which provides for the proposed awarding of housing incentive acquisition grants, and providing for the publication of notice thereof	310
No. 252-23 Setting a public hearing on an amendment to the Fiber Optic Cable Facilities Agreement between the City of Dubuque, Iowa and MCC Iowa LLC.....	311
No. 253-23 2023 Maintenance Dredging Project, preliminary approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost; and ordering the advertisement for bids.....	312
No. 254-23 Setting a public hearing on the Fiscal Year 2024 (Program Year 2023) Community Development Block Grant (CDBG) Annual Action Plan Amendment #1	312
No. 255-23 Removing a Commissioner from the Equity and Human Rights Commission	313
No. 256-23 Vacating a portion of Bies Drive, in the City of Dubuque, Iowa, to be known as Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa.....	314
No. 257-23 Disposing of city interest in Lot 1B of Roger F. and Kathleen A. Klauer Family Place, in the City of Dubuque, Iowa	314
No. 258-23 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Old Highway Road Water Main Connection Loop 2023	315
No. 259-23 Awarding Public Improvement Contract for the John F. Kennedy Road and W. 32 nd Street Intersection Improvement Project	316
No. 260-23 Approving a U.S. Economic Development Administration Disaster Relief Opportunity Grant Application and pledging the local match in the amount of \$19,012,000 From GO Bonds or an SRF Loan for construction of a new stormwater pumping station at the 16 th St. Detention Basin	316
No. 261-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	320
No. 262-23 Naming Depositories.....	320
No. 263-23 Approving a grant agreement between the City of Dubuque, Iowa, and Forward Investments Group LLC for the redevelopment of 1047 Bluff Street	321
No. 264-23 Approving an Agreement regarding Modification and Vacation of Easements between adjoining properties owned by Chad A. Streff & Kymberly A. Streff.....	322
No. 265-23 Accepting the 2023 Asphalt Overlay Curb Ramp Project 3 and Authorizing the Payment to the	

Contractor	322
No. 266-23 Approving the Acquisition of Real Estate Owned by Steven Eldon Bahl and Sandra Jean Bahl, in the City of Dubuque	323
No. 267-23 Approving the Plat of Survey of Lot 1 & Lot A of Dubuque Industrial Center South Fourth Addition in the City of Dubuque, Iowa	323
No. 268-23 Accepting Certain Public Improvements in Rustic Point Estates #2, in the City of DBQ, Ia.....	324
No. 269-23 Authorizing the Filing of a Grant Application with the Iowa DOT for Traffic Safety Improvement Grant Funding to Assist with Funding for Proposed Improvements to Construct a New Northwest Arterial Eastbound Dedicated Right Turn Lane on to John F. Kennedy Road	324
No. 270-23 Rescinding Resolution No. 252-23	325
No. 271-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits.....	325
No. 272-23 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and Between the City of Dubuque, Iowa and Chadwick Block, LLC, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and Providing for the Publication of Notice Thereof.....	326
No. 273-23 Fixing the Date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and Between the City of Dubuque, Iowa, and Farley & Loetscher, LLC, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and Providing for the Publication of Notice Thereof	327
No. 274-23 Chaplain Schmitt Island Trail Connection Project, Iowa DOT Project No. EDP- 2100(704) - 7Y-31 - Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost, Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost	327
No. 275-23 Vacating a Portion of National Street, in the City of Dubuque, Iowa, to be known as Lot 86A in McDaniel's Park Hill (Aka "Park Hill, City of Dubuque, Iowa 1856), in the City of Dubuque, Iowa.....	328
No. 276-23 Disposing of City Interest in Lot 86A in McDaniel's Park Hill (Aka "Park Hill, City of Dubuque, Iowa 1856), in the City of Dubuque, Iowa	328
No. 277-23 Approving the Fourth Amendment to Development Agreement Between the City of Dubuque, Iowa and Port of Dubuque LLC Which Provides for the Proposed Awarding of Housing Incentive Acquisition Grants	329
No. 278-23 Approval of Plans, Specifications, form of Contract, and Estimated Cost for the 2023 Maintenance Dredging Project	329
No. 279-23 Approving an Application for Voluntary Annexation of Territory to the City of DBQ, Ia	330
No. 280-23 Approving Plat of Survey of Lot 1-1 and 2-1 of Riverwalk Ninth Addition, in the City of Dubuque, Dubuque County, Iowa.....	333
No. 281-23 Renaming the Dubuque Ice Arena to ImOn Arena.....	333
No. 282-23 Awarding Public Improvement Contract for the Burlington Street Water Main Improvement Project 2023	334
No. 283-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	337
No. 284-23 Authorizing the filing of a Grant Application with the U.S. Fish And Wildlife Service and Iowa Department Of Natural Resources for the 2024 Boating Infrastructure Tier 1 Grant to assist with funding to perform maintenance dredging at Dubuque Marina	338
No. 285-23 Authorizing Execution of CDBG-CV Subrecipient Agreement with Catholic Charities	339
No. 286-23 Accepting the Foothill Court Drain Tile Project 2023 and Authorizing the Payment to the Contractor	339
No. 287-23 Approving the Funding Agreement between the City of Dubuque and American Marine for the 2023 Maintenance Dredging Project.....	340
No. 288-23 Authorizing the Director of Housing and Community Development to execute a Renewal Contract Agreement between the City of Dubuque and The Rose of Dubuque L.P. for the Project Based Voucher Program and authorizing the Director of Housing and Community Development and the City Manager to approve the contract renewal	340
No. 289-23 Accepting the Green Alley Retaining Wall – 2406, 2408, 2410 Queen Street Between Queen Street and Windsor Avenue project and Authorizing the Payment to the Contractor	341
No. 290-23 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa, and HG APT LLC, Including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto and providing for the publication of notice thereof.....	342

No. 291-23 The Maus Park Lake Pump Station Culvert Repair Project - Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost, Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost, and Ordering the Advertisement for Bids	342
No. 292-23 To fix a date for a Public Hearing on Proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to Borrow Money Thereunder in a Principal Amount Not to Exceed \$1,000,000 (Lift Stations)	343
No. 293-23 To fix a date for a Public Hearing on Proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to Borrow Money Thereunder in a Principal Amount Not to Exceed \$430,000 (Grove)	344
No. 294-23 Approving a Development Agreement by and between the City of Dubuque, Iowa and Farley & Loetscher, LLC, including the issuance of Urban Tax Increment Revenue Obligations	345
No. 295-23 Approving a Development Agreement by and between the City of Dubuque, Iowa, and Chadwick Block, LLC including the issuance of Urban Tax Increment Revenue Obligations	346
No. 296-23 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Chaplain Schmitt Island Trail Connection Project, Iowa DOT Project No. EDP-2100(704)— 7Y-31.....	346
No. 297-23 Awarding Public Improvement Construction Contract for the 2023 Maintenance Dredging Project.....	347
No. 298-23 Pledging the Local Match in the Amount of \$19,012,000 Using \$16,412,000 in General Obligation Bonds and \$2,600,000 in SRF Loan Proceeds for Construction of a New Stormwater Pumping Station at the 16 th Street Detention Basin	349
No. 299-23. Authorizing Execution of FY24 Purchase of Services Grant Agreements	350
No. 300-23. Intent to Dispose of an Interest in Real Property by Lease Agreement with the Dubuque Racing Association, LTD., and Approving a Leasehold Mortgage and Subordination Agreement Between the Dubuque Racing Association, Ltd and MidWestOne Bank	351
No. 301-23 Intent to Dispose of an Interest in Real Property by Lease Agreement with the Dubuque Racing Association, LTD	351
No. 302-23 (1) Approving the Minimum Requirements, Competitive Criteria, and Offering Procedures for the Development and the Sale of Certain Real Property and Improvements in the Greater Downtown Urban Renewal District; (2) Determining that the Offer to Purchase Submitted by Union at the Marina, LP Satisfies the Offering Requirements with Respect to the Real Property and Improvements and Declaring the Intent of the City Council to Approve the Sale to Union at the Marina, LP in the Event That No Other Qualified Competing Proposals Are Submitted; And (3) Soliciting Competing Proposals	353
No. 303-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	356
No. 304-23 Approving the Simple Subdivision Plat of Survey Lot 1 and Lot 2 of Bahl Middle Road Place, Dubuque, Iowa	357
No. 305-23 Approving the Simple Subdivision Plat Buelow Place, Dubuque, Iowa	357
No. 306-23 Authorizing the Submission of a Consolidated Annual Performance and Evaluation Report (Caper) for the Period Commencing July 1, 2022, and Concluding June 30, 2023	358
No. 307-23 Authorizing the First Amendment to the CDBG Subrecipient Agreement Between the City of Dubuque and Affordable Housing Network, Inc.	358
No. 308-23 Accepting the 2023 Asphalt Overlay Curb Ramp Project 4 and Authorizing the Payment to the Contractor	359
No. 309-23 Authorizing the Mayor to Execute an Application for the Local Housing Trust Fund 2024 and Authorizing the Housing and Community Development Director and the City Manager to Approve the Application	359
No. 310-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits.....	360
No. 311-23 of Intent to Vacate and Dispose of City Interest in a Portion of an Access and Trail Easement Over and Across Lot 1 Of DBQ Industrial Center South Fourth Addition, in the City of DBQ, IA	360
No. 312-23 Approving a Development Agreement by and between the City of Dubuque, Iowa, and HG Apt LLC including the issuance of Urban Tax Increment Revenue Obligations.....	365
No. 313-23 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Maus Park Lake Pump Station Culvert Repair Project	365
No. 314-23 Adopting the Fiscal Year 2024 (Program Year 2023) Community Development Block Grant (CDBG) Annual Action Plan Amendment #1	377
No. 315-23 Disposing of an Interest in Real Property by Lease Agreement with Dubuque Racing Association, LTD., and Approving a Leasehold Mortgage and Subordination Agreement Between Dubuque Racing	

Association, LTD and MidWestOne Bank	377
No. 316-23 Disposing of City Interest in Real Property Legally Described as Lots 2 and 3 of Chaplain Schmitt Island in the City of Dubuque, Iowa According to the Plat Recorded as Instrument #2023-7679, Records of Dubuque County, Iowa by Lease with Dubuque Racing Association, LTD.....	378
No. 317-23 Taking Additional Action with Respect to a Sewer Revenue Loan and Disbursement Agreement and Authorizing, Approving and Securing the Payment of a \$1,000,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (Lift Stations)	379
No. 318-23 Taking Additional Action with Respect to a Sewer Revenue Loan and Disburse Agmt. and Authorizing, Approving, and Securing the Payment of a \$430,000 Sewer Revenue Loan and Disburst Agmt. Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (Grove).....	380
No. 319-23 Authorizing Execution of CDBG Subrecipient Agreement with Catholic Charities	382
No. 320-23 Authorizing Execution of CDBG Subrecipient Agreement with Dubuque Community Schools ..	383
No. 321-23 Authorizing Execution of CDBG Subrecipient Agreement with Mt. Pleasant Home	383
No. 322-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	385
No. 323-23 Establishing rates and charges for electric vehicle charging	386
No. 324-23 Awarding the Public Improvement Construction Contract for the Maus Park Lake Pump Station Culvert Repair Project	386
No. 325-23 Authorizing the third amendment to the CDBG-CV Subrecipient Agreement with Almost Home at St. John's	387
No. 326-23 Approving an agreement between the City of Dubuque and ITC Midwest, LLC to operate an Electric Transmission System in the City of Dubuque	387
No. 327-23 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the Fifth Amendment to Development Agreement between the City of Dubuque, Iowa, and Port of Dubuque LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto, and providing for the publication of notice thereof.....	388
No. 328-23 Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on a First Amendment to Grant Agreement by and between the City of Dubuque, Iowa, and Nia Neighborhoods Opportunity Zone Fund, LLC, Including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto, for the rehabilitation of 1398 White Street and providing for the publication of notice thereof	388
No. 329-23 Setting the date for the public hearing on Amendment No. 1 to the Fiscal Year 2024 Budget for the City of Dubuque	389
No. 330-23 Disposing of property by Vacating City Interest in a Portion of an Access and Trail Easement Over and Across Lot 1 of DBQ Industrial Center South Fourth Addition, in the City of DBQ, IA	390
No. 331-23 Approving the First Amendment to Grant Agreement between the City of Dubuque Iowa, and Virtual Velocity, LLC., for the Rehabilitation of 1199 Central Avenue to provide the project a \$300,000 loan to be amortized over 5 years at zero percent interest	391
No. 332-23 Awarding Public Improvement Construction Contract for the Chaplain Schmitt Island Trail Connection Project, Iowa DOT Project No. EDP-2100 (704)--7Y-31, to Midwest Concrete, Inc., of Peosta, IA, in the amount of \$696,632.33, subject to Iowa DOT concurrence and approval of award	391
No. 333-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	393
No. 334-23 Authorizing the First Amendment to the CDBG Subrecipient Agreement Between the City of Dubuque and Mount Pleasant Home.....	394
No. 335-23 Approving the Fourth Amendment to Development Agreement Between the City of Dubuque, Iowa and 210 Jones, LLC.....	395
No. 336-23 Authorizing the filing of an Iowa Clean Air Attainment Program Application with the Iowa Department of Transportation (Iowa DOT) in partnership with Dubuque Metropolitan Area Transportation Study (DMATS) to assist with the funding of Smart Traffic Routing with Efficient and Effective Traffic Signals (STREETS) Improvements Phase II	395
No. 337-23 Approving a U.S. Department of Commerce Economic Development Administration Disaster Relief Opportunity Grant for the Construction of a New Stormwater Pumping Station at the 16 th Street Detention Basin	396
No. 338-23 Accepting a Grant of Easement for access and sidewalk over and across part of Lot 1 of Lot 9, Block 15, in Scenic View Heights No. 2, in the City of Dubuque, Iowa	396
No. 339-23 Awarding Public Improvement Construction Contract for the Althaus St. Retaining Wall Repair Project.....	397

No. 340-23 Approving Plat of Survey of Lot 1-2 And 2-2 of Block 2 in River Front Subdivision No. 3, in the City of Dubuque, Iowa.....	397
No. 341-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits.....	397
No. 342-23 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Second Amendment to Grant Agreement by and between the City of Dubuque, Iowa and Virtual Velocity, LLC, Including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto, and providing for the publication of notice thereof.....	398
No. 343-23 Of Intent to Dispose of an Interest in Real Property by Deed to Dubuque County, Iowa and Approving the Acquisition Real Property Owned by Dubuque County, Iowa by the City of Dubuque....	399
No. 344-23 Authorizing and Directing the City Manager to Prepare an Urban Renewal Plan for the Emri Urban Renewal District and Setting the Date for a Public Hearing and Consultation on the Proposed Urban Renewal Plan for Said District.....	400
No. 345-23 Approving the Disposal of an Interest in Real Property Owned by the City of Dubuque by Sale Pursuant to a Development Agreement with Union at the Marina, LP.....	403
No. 346-23 Approving the Fifth Amendment to Development Agreement Between the City of Dubuque, Iowa, and Port of Dubuque LLC, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and Providing for the Publication of Notice Thereof	404
No. 347-23 Approving a First Amendment to Grant Agreement by and Between the City of Dubuque, Iowa, and Nia Neighborhoods Opportunity Zone Fund, LLC Including the Issuance of Urban Tax Increment Revenue Obligations	404
No. 348-23 Amending Current Budget for FY Ending June 2024 (Last Certified or Amended on 3-23-23) ..	405
No. 349-23 Awarding Public Improvement Construction Contract for the U.S. Hwy 20 and Devon Drive Frontage Road Project.....	407
No. 350-23 Awarding Sustainable Dubuque Grant to Bryant Elementary.....	407
No. 351-23 Awarding Sustainable Dubuque Grant to Danielle Stowell	407
No. 352-23 Awarding Sustainable Dubuque Grant to Dubuque Community School District	407
No. 353-23 Awarding Sustainable Dubuque Grant to Dubuque Rescue Mission Garden	407
No. 354-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	412
No. 355-23 Approving the Third Amendment to the Economic Development Financial Assistance Contract by and among Medline Industries, Inc., MRE DIA, LLC, the City of Dubuque, Iowa, and the Iowa Economic Development Authority.....	413
No. 356-23 Approving the Sixth Amendment to Development Agreement between the City of Dubuque, Iowa and Port of Dubuque LLC.....	413
No. 357-23 Approving the Reservation of Easements by the City of Dubuque, Iowa in connection with a Development Agreement between the City of Dubuque and Merge, LLC	414
No. 358-23 Approving the First Amendment to Purchase Agreement and Development Agreement between the City of Dubuque and Union at the Marina, LP	414
No. 359-23 Approving an offer to buy real estate and acceptance for the purchase by the City of Dubuque, Iowa of real property owned by Dubuque County, Iowa	414
No. 360-23 Approving Acquisition Plat of Lot 2A of Kerper Industrial Park No. 2, in City of DBQ, IA.....	415
No. 361-23 Accepting Grants of Easement for Sanitary Sewer Utility through, over and across parts of Tamarack Subdivision and parts of the Southeast Quarter of Section 14, Township 88 North, Range 2 East of the 5 th p.m., in Dubuque County, Iowa.....	415
No. 362-23 Authorizing the execution of Amendment No. 1 to Agreement with the Department of the Army to collaborate on stabilization and protection of the force main along the Mississippi River	416
No. 363-23 Authorizing execution of CDBG Subrecipient Agreement with Four Mounds Foundation	417
No. 364-23 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and Andrew L. and Samantha L. Schumacher	417
No. 365-23 Adopting Supplement No. 2023 S-12 to the Code of Ordinances of the City of DBQ, Ia	418
No. 366-23 Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and 799 Main, LLC, including the proposed issuance of urban renewal tax increment revenue obligations relating thereto and providing for the publication of notice thereof.....	418
No. 367-23 Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on the proposed Development Agreement between the City of Dubuque and Vanguard Enterprises, Inc., including the proposed issuance of urban renewal tax increment revenue grant obligations to Vanguard	

Enterprises, Inc., and providing for the publication of notice thereof	419
No. 368-23 Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on a Lease Agreement by and between the City of Dubuque, Iowa, and Dubuque Arboretum Association, Inc. relating thereto and providing for the publication of notice thereof.....	420
No. 369-23 Setting a public hearing on an ordinance granting to Soo Green HVDC Link ProjectCo, LLC, its successors and assigns, the right and nonexclusive franchise to maintain and operate an electric franchise (transmission system) in the City of Dubuque, Iowa, for a period of 25 years	420
No. 370-23 (1) Approving the minimum requirements, competitive criteria, and offering procedures for the development and the sale of certain real property and improvements in the Greater Downtown Urban Renewal District; (2) determining that the offer to purchase submitted by 400 Ice Harbor, LLC satisfies the offering requirements with respect to the real property and improvements and declaring the intent of the City Council to approve the sale to 400 Ice Harbor, LLC in the event that no competing proposals are submitted; and (3) soliciting competing proposals	421
No. 371-23 Approving a Second Amendment to Grant Agreement by and between the City of Dubuque, Iowa and Virtual Velocity, LLC, including the proposed issuance of urban renewal tax increment revenue obligations relating thereto, and providing for the publication of notice thereof	426
No. 372-23 Disposing of City interest in real property by deed to Dubuque County, Iowa and approving the acquisition real property owned by Dubuque County, Iowa by the City of Dubuque	426
No. 373-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	429
No. 374-23 Authorizing the Housing and Community Development Director to execute an application for the Older Adult Home Modification Grant and authorizing the Housing and Community Development Director and the City Manager to approve the application	430
No. 375-23 Authorizing the First Amendment to the CDBG Subrecipient Agreement between the City of Dubuque and Dubuque Community Schools	430
No. 376-23 Accepting Deed to Real Property conveyed by DBQ County, IA to the City of DBQ, IA	431
No. 377-23 Approving the Transfer of Roadway Jurisdiction Agreement (Agreement No. 2024-TJ-002) with the Iowa Department of Transportation for the Plaza 20 Frontage Road.....	431
No. 378-23 Approving Professional Services Consultant Contract with Nelson-Rudie & Associates, Inc. to complete the preliminary and final engineering design for the development of a project for the installation of a new replacement dehumidification system, a new arena HVAC and emergency generator system at the ImOn Ice Arena	432
No. 379-23 Approving a 2022 Boating Infrastructure Tier 1 Grant Subrecipient Agreement (Agreement No. 24CRDFBGSCO-0002) with the Iowa Department of Natural Resources to assist with maintenance dredging at Dubuque Marina	432
No. 380-23 Approving the Funding Agreement between the City of DBQ and Dubuque Marina, Inc. for the 2022 Boating Infrastructure Tier 1 Grant Agreement for maintenance dredging at Dubuque Marina...	433
No. 381-23 Approving a Grant Funding Agreement with the U.S. Department of Transportation for a Raise Infrastructure Planning Grant	433
No. 382-23 Approving a Federal-Aid Funding Agreement (6-23-RAISE-037) with the Iowa Department of Transportation for a RAISE Infrastructure Planning Grant	434
No. 383-23 Approving the Plat of Survey for Isaac Hanna 2 nd Addition in the City of Dubuque, Iowa.....	434
No. 384-23 Approving the Plat of Survey for Weber Acres 2 nd Addition in the City of Dubuque, Iowa	434
No. 385-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits.....	435
No. 386-23 Authorizing and directing the City Manager to prepare an Amended and Restated Urban Renewal Plan, Version 2023.4 for the Greater Downtown Urban Renewal District and setting the date for a public hearing and consultation on the proposed Amended and Restated Urban Renewal Plan, Version 2023.4 for said district	436
No. 387-23 Approving the Amended and Restated Urban Renewal Plan for the Emri Economic Development District.....	446
No. 388-23 Approving a First Amendment to Development Agreement by and between the City of DBQ, Ia and 799 Main, LLC, including the issuance of Urban Tax Increment Revenue Obligations	447
No. 389-23 Approving a Development Agreement by and between the City of Dubuque, Iowa, and Vanguard Enterprises, Inc. including the issuance of Urban Tax Increment Revenue Obligations	447
No. 390-23 Approving a Lease Agreement by and between the City of Dubuque, Iowa, and Dubuque Arboretum Association, Inc.	448
No. 391-23 Approving the acquisition of real estate owned by the Esther J. Thome Estate at 2820 Brunswick	

Street in the City of Dubuque	454
No. 392-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	461
No. 393-23 Approving the Fiscal Year 2023 Urban Renewal Report for the City of Dubuque	462
No. 394-23 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and Michael Hodge and Annette Hall	463
No. 395-23 Accepting the Wilbricht Lane Detention Basin Project and authorizing the payment of the contract amount to the contractor	464
No. 396-23 Authorizing the filing of a grant application with the Dubuque Metropolitan Area Transportation Study Transportation Alternatives Program Grant to assist with funding the Bee Branch Multi-Use Trail Extension Project.....	464
No. 397-23 Approving a Second Amendment to Development Agreement by and between the City of Dubuque, Iowa and 799 Main, LLC (Developer)	465
No. 398-23 Approving the Second Amendment to Purchase Agreement and Development Agreement between the City of Dubuque, Iowa and Union at the Marina, LP.....	465
No. 399-23 Authorizing the city to collect delinquent grass and weed cutting and garbage collection charges in accordance with Title 6-4-3a and Title 6-8-2 of the Code of Ordinances of the City of DBQ, Ia.....	466
No. 400-23 Authorizing the Director of Housing and Community Development to execute the acceptance of the Notice of Award of the CY2023 HAP Set-Aside Funds.....	468
No. 401-23 Approving application for retail permit to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code §453A.47A.....	469
No. 402-23 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures	473
No. 403-23 Approving an agreement between the City of Dubuque and ITC Midwest, LLC to operate an electric transmission system in the City of Dubuque	474
No. 404-23 Accepting the 2023 Pavement Marking Project & authorizing the payment to the contractor	474
No. 405-23 Approving the Reservation of Easements by the City of Dubuque in connection with the Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project	474
No. 406-23 Approving the Final Plat of Survey of Links Glen Place No. 2 in the City of Dubuque, Iowa	475
No. 407-23 Authorizing the city to collect delinquent problem property charges in accordance with 14-1J1 International Property Maintenance Code Section 106.5 and/or Section 109.5 Code of Ordinances of the City of Dubuque, Iowa.....	475
No. 408-23 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits.....	477
No. 409-23 Approving a Development Agreement by and among the City of Dubuque, 400 Ice Harbor, LLC, and Hodge Company Including the disposal of an interest in real property owned by the City of Dubuque by sale pursuant to the Development Agreement	478
No. 410-23 Approving the Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, Version 2023.4	478
No. 411-23 Approving an agreement between the City of Dubuque, Iowa and Kwik Trip, Inc. for construction of certain off-site public roadway and utility improvements at the intersection of Seippel Road and Airborne Road related to the proposed site improvements at said intersection.....	480
No. 412-23 Approving the Dubuque County Public Safety Answering Point Agreement between the City of Dubuque, Dubuque County, and the Dubuque County 911 Service Board	482
REThink Waste DBQ.....	472
Rezone Request	
114 E. 30th Street	469
2987 Jackson Street	469
Property at 1061 Cedar Cross Road.....	157
Property at 1064 and 1070 University Avenue.....	330
Property at 110 E. 30 th Street	469
Property at 1301 Central Avenue	158
Property at 1749 Churchill Drive	361
Property at 1860 Hawthorne Street	400, 423
Property at 190 North Crescent Ridge.....	332
Property at 2000 Radford Road	363
Property at 25 Bissell Lane	363
Property at 3465 Asbury Road.....	364

Property at 900 Alta Vista Street	157
Property at Brehm Acres	151
Property in Weber Acres	269
Property of approximately 2.4-acre irregularly shaped site with frontage along Carter Road	91
Richard, Chris	239
Rink-Tec International, Inc., (Contractor)	164
Rising Star Award	385
Riverview Center	272
Roads and Bridges Magazine	357
Roling, Gabriella	229
Rooted Table event	350
Rose of Dubuque L.P., The	340
Rotary Club of Dubuque	186
Ruby Sutton Day	460
Rusk, Lynn, Dubuque CROP Hunger Walk Treasurer	356
Rustic Point Estates	11, 218, 324

S

Safety and Security Camera and Automated License Plate Reader	139, 178, 179, 315
Sage Room, The	266
Sale of City-Owned Property	39, 78, 187, 249, 421, 477
Clark Drive, 590	190
Hendricks Site Property	426
Lincoln Avenue, 612	55, 74, 88, 138
Lot at 590 Clarke Drive	167
Lots 2 and 3 of Chaplain Schmitt Island	378
Queen Street, 2407	135, 159, 181
Washington Street, 1559	186, 228
Sanger, Brian	259, 276
Sanger, Whitney, Hawkeye Area Community Action Program (HACAP)	163
Sanitary Sewer Asset Management Plan	164
Sarazin, Melissa	135, 136, 159, 160, 181, 182
Sawell, Allen	325
Scheller, David	251
Schloz, Clark	117, 269, 284
Schmitt Island	184, 256, 258, 434
Schmitt Island Development Corporation	333
Schmitt, Mitchell, Childrens Cancer Connection Board Member	337
Schmitz, David, Iowa Arts Council Administrator	74
Schneider, Cayla, Director of Mission Advancement and Community Relations, Crescent Community Health Center	303
School Resource Officer (SRO)	238, 306
Schultz, Paul	332, 347
Schumacher, Andrew L. & Samantha L.	417
Section 8	34, 35, 41, 90, 105, 122, 137, 242, 349, 457, 471
Seippel Warehouse, LLC	39, 40, 68, 69, 88, 148, 149, 150, 151, 171, 172, 323, 360, 390
SELCO, Inc. (Contractor)	133
Seller, Carmella	229
Sempf, Ryan, Dubuque Area Chamber of Commerce Vice President of Government and External Affairs	58
Seth, Andrew, Sustainable Strategies DC	9, 319
Settlement Agreement	76, 246, 247, 265, 279
Seven (7) Hills Brewing Co, LLC	247
Seven Hundred Ninety-Nine (799) Main, LLC	266, 283, 418, 447, 465
Sewell, Emily	376
Shannon, Skyi Lynne	229
Shannon's Bar & Grill	280
Sheehan, Jenny, Domestic Violence Victim Advocates, Waypoint	393
Shenanigans	77

Shot Tower Inn.....	144
Shukert, Marty, RDG Planning and Design Urban Planner.....	384
Sid's Beverage Store Inc.....	247
Sidewalk Installation and Repair.....	147
Signed Contract(s)..... 13, 50, 86, 133, 143, 165, 184, 216, 219, 244, 279, 309, 325, 360, 387, 416, 431, 469, 476	
Silos & Smokestacks National Heritage Area's Large Grant.....	357
Simmons Pet Food, Inc.	69
Simmons Warehouse.....	229
Simon, Daniel.....	454
SIMS Properties, LLC.....	332
Singletary, Lloyd, Owner at 1199 Central Ave.	391
Sister Marilou Irons, Tri-State Coalition Against Human Trafficking and Slavery	1
Sitzmann, Thomas and Sandra.....	276
Sloan, Donald.....	303
Small Business Assistance Program	387
Small Business Grant Program.....	315
Small Community Air Service Development (SCASD) Program.....	390
Smart Parking & Mobility Master Plan.....8, 28, 229, 301, 317, 350, 352, 384	
Smart Traffic Routing with Efficient & Effective Traffic Systems (STREETS).....	395, 428
Smart, Emily, Blackstone Environmental	179
Smith, David.....	429, 461
Smith, Robert, Talon, LLC.....	148
Smokestack.....	186, 412
SOO Green HVDC Link ProjectCo, LLC.....	420, 448, 454
Sorsen, Katherine.....	347
South Pointe Planned Unit Development	437
Southend Tap.....	325
Spahn, Matt , Dubuque Stamping.....	470
Special Olympics	28
Special Services Grant Program	306
Special Warranty Deed	139, 160, 181, 228, 399, 415, 427, 431, See Deed and Warranty Deed
Speed Study Data.....	240
Spencer Gifts, LLC	221
Sportsters Pub & Grub	13
SS Event Center LLC - Marita Theisen Childcare Center.....	309
St. John's Almost Home	339, 350, 387
St. Joseph Drive, 10461.....	417
St. Mark Youth Enrichment.....	176, 185, 241, 272, 301, 339, 350
Staffing Change Request.....	2, 13, 117, 277, 279, 394, 417
State and Tribal Assistance Grant (STAG)	434
State Legislation/Property Tax Reform – Impact.....	274, 275
State Legislative Priorities.....	435
State of Iowa Annual Financial Report.....	430
Steffensmeier, LaVonne.....	259
Stegall, Teresa.....	276
Steger Heights Plat 3.....	244
Stewart, R.R.S.	48, 137, 337
Stone Cliff Winery.....	144, 186
Stoneman Road	12, 32, 52, 55, 78
Stowell, Danielle	409
Strand Associates, Inc.	13
STREETS Program.....	391, 395, 396, 428
Streff, Chad A. and Kymberly A.	322, 330, 332
Strohm, Tessie	81
Subrecipient Agreement	4, 54, 128, 182, 216, 244, 309, 339, 382, 387, 394, 417, 430
SUDAS	427
Super Stop Stores	186, 220, 221
Supple, Peter, Community Foundation of Greater Dubuque.....	163
Sustainable Communities Program.....	260

Sustainable Dubuque	8, 141, 172, 178, 184, 302, 349, 392, 407
Sutton Pool	86
Swiss Valley Bee Club	74
Switch Development, LLC	14, 15, 41, 42, 143
Switch Homes Housing Urban Renewal Area	223, 267, 268, 270, 298
Switch Homes, LLC	222, 223, 249, 250, 252
Szalkowski , Jeffrey M. and Tricia M.	363

T

Talon Development, LLC	139, 251
Talon, LLC a South Dakota Limited Liability Company, d/b/a Talon Development, Eagle Construction, Inc	139, 145, 148
Tamarack Business Park.....	31, 415
Tann, Donovan.....	429, 461
Tatro, Crystal, The People Associated with Lincoln School (PALS).....	356
Tax Increment Financing (TIF) Report	462
Taxicab Driver Licensing.....	480
Technology and Communications Committee (ITC).....	460
Temperley Excavating Company, Inc.	263, 339
Temple Beth El	163
Temporary Agreement	37, 243, 387, 474
Texas Roadhouse	280
Thill, Michael.....	276
Third Corner.....	326
This is Iowa Ball Park, Inc.	355
ThreeCMA Silver Circle Award	385
Thurston, Shyla	215
Tiffany Court, Uphill Both Ways Road, Linger Longer Lane, and Holy Moly Place (all in Lot A)	252
Timothy Street, 10400	143
Tobacco Compliance Civil Penalty	310
Tobacco Compliance Settlement Agreement	246, 247, 279
Tobacco Outlet Plus	221
Top Grade Excavating, Inc.....	142, 256, 309, 476
Towneplace Suites By Marriott.....	477
Townsend, Tom, Dubuque Building and Construction Trades Council	140, 412
Traffic Safety Improvement Grant.....	324
Transfer of Funds	242
Transfer of Roadway Jurisdiction	431
Transit Advisory Board	
Membership	267, 283
Minutes	385
Transportation Alternatives Program (TAP).....	464
Trash Cart Exemption Program	238
Travel Dubuque	47, 256, 274, 319, 351, 355, 481
Traveling Tapster LLC	166
Tree City USA	474
Trees Forever	140
Tricarico, Joyce M. and Michael.....	183
Trieweiler, Denise	10
Tri-State Christian School.....	172
Tri-State Independent Blind Society	280
Truck Purchase - Solid Waste, Auto Side Loader	306
Tschiggfrie Excavating, Co.....	334, 386, 387, 397, 416, 469, 476
Tung, Tuan Dr., ICMA YSEALI Fellow	180
Twenty Eight (28) E Agreement	357
Tyler, Liz, The People Associated with Lincoln School (PALS)	356

U

U.S. Army Corps of Engineers (USACE)	309, 394, 416
U.S. Bank, Minneapolis, Minnesota	49, 321
U.S. Department of Agriculture (USDA)	182
U.S. Department of Commerce	316, 390, 396
U.S. Department of Housing and Urban Development (HUD) .	37, 46, 75, 137, 138, 305, 340, 349, 358, 430, 468, 470
U.S. Department of the Army	309, 416
U.S. Economic Development Administration (EDA)	396
U.S. Environmental Protection Agency	85
U.S. Fish and Wildlife Service	308, 338
U.S. Peroxide, LLC (USP)	479
U.S.D.A. Forest Service Urban & Community Forest Program Grant	256, 382
Ubl, Athena, Clarke University basketball team member	126
Union at the Marina, LP	353, 397, 403, 414, 465
Unite Private Network (UPN)	87, 165
United Nation's Climate Change Conference (COP28)	472
University Avenue, 1064	322, 331
University Avenue, 1076	322
University Avenue, 2095	265
University of Dubuque	9, 326, 481
University of Iowa	260
Urban Renewal Plans	56, 77, 94, 95, 136, 138, 168, 169, 171, 226, 403, 436, 446, 478
Urban Renewal Tax Increment Revenue Grant Obligations ..	6, 14, 39, 41, 68, 148, 171, 187, 222, 223, 249, 266, 283, 342, 345, 346, 403, 418, 419, 421, 447, 477
USS LST 325	355

V

Vacate

Easement for Sanitary Sewer Utilities	77, 96
Excess cul-de-sac right-of-way	177
National Street Right of Way	278, 306, 310, 328
Portion of an Access and Trail Easement	360, 390
Portion of Bies Drive	277, 280, 314
Portion of Stoneman Road	52, 55, 78
Valentine Construction Co LLC	165, 263, 322, 359
Valentine Place No. 4	143
Van Cleave Family	334
Vanguard Enterprises, Inc.	419, 447
Vapor City Outlet	221
Vault Restaurant And Cocktail Lounge, The	13
VERSUS 2.0	398
Veterans Affairs (VA)	238, 460
Veterans Memorial Park	86, 217, 396
Vibrant Credit Union	49, 321
Videos	8, 9, 28, 46, 80, 114, 140, 161, 163, 257, 274, 317, 334, 349, 383, 385, 410, 427
ViDL Solutions	165, 476
Villa Wall Settlement	325
Vinny Vanucchis Little Italy	247
Virtual Velocity, LLC	391, 398, 399, 425
Voices Studio	38
Voluntary Annexation	
Brehm Acres	88, 150
Butler Children's Garden Foundation, Inc., known as The Wanderwood Gardens	282, 330
Chicory St. 17257	464
Lot 14 of	417
Timothy St. 10400	143

Weber Acres	224, 268
Volunteer DBQ	11, 76

W

Wage Compression	481
Walgreen Stores	221
Walker, Dennis R.	278, 306, 310, 328
Walnut Tap	221, 247
Wanderwood Gardens, The	See Voluntary Annexation
Ward, Brian	30
Warehouse Trust, LLC	4, 144
Warranty Deed	101, 110, 167, 190, 294, 323, 454, See Deed and Special Warranty Deed
Washington Street, 1559	186, 228
Washington, D.C.	46, 80, 140, 335, 428
Waste Minimization Annual Report	427, 472
Water & Resource Recovery Center (W&RRC) Odor Abatement	269, 316, 479
Water Quality Report	215
Water Rates	118
Wayfarer Coffee	186
Weitz, Gail	345
West Dubuque Tap	326
Westbrook Park Development	79, 347, 416
Westphal & Company, Inc.	252
Westside Drive, 5300	76, See Menards Inc.
Weydert, David	385
Whiskey River	77, 220
White Street, 1398	132, 304, 388
White, Kevin, Walker Consultants, Parking and Mobility Consultant	28, 352
Whitty, Sue, Mental Health America of Dubuque County	163
WHKS & Co.	7, 310, 416, 431
Wicked Dame	398
Wicked River	436
Williams, Brooklyn	229, 382
Williams-Robinson, Dereka	281, 313

Y

Yahoo Finance Article	418
Yamaha Motor Finance Corporation, U.S.A.	133
Yen Ching Restaurant	398
Your Pie	436

Z

Zoning Advisory Commission	
Membership	226, 248, 313
Minutes	10, 48, 84, 141, 214, 241, 320, 356, 393, 429, 461, 473
Recommendation	142, 143, 306, 330, 332, 357, 358, 361, 363, 364, 366, 376, 400, 434, 435, 469, 475
Reviewed	68, 91, 157, 158, 244, 269, 331, 332, 362, 363, 364, 376, 377, 440, 446, 470
Tabled Item	249
Zoning Board of Adjustment	
Appointments	41, 57
Membership	313
Minutes	1, 48, 84, 141, 214, 241, 276, 320, 356, 412, 429, 461
Reviewed	65, 90, 93, 322, 372, 402, 425, 439, 444, 445
Zull, Heidi	81

**City of Dubuque
City Council**

CONSENT ITEMS # 17.

ITEM TITLE:	Approving a Third Amendment to Development Agreement by and between the City of Dubuque, Iowa and Union at the Marina, LP adding Impact Housing Indiana Corp. as a Party
SUMMARY:	City Manager recommending City Council adopt the attached resolution approving a Third Amendment to Development Agreement adding Impact Housing Indiana Corp. as a party and providing that the Property Acquisition Grants provided for in the Development Agreement will be paid to Impact Housing Indiana Corp. which will loan the proceeds of the Grants to Union at the Marina, LP as part of a separate financing agreement between those two parties. RESOLUTION Approving A Third Amendment To Development Agreement By And Between The City Of Dubuque, Iowa And Union At The Marina, LP
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo 2. Staff Memo 3. Third Amendment 4. Resolution of Approval

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approving a Third Amendment to Development Agreement by and between the City of Dubuque, Iowa and Union at the Marina, LP adding Impact Housing Indiana Corp. as a Party

DATE: October 31, 2024

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution approving a Third Amendment to Development Agreement adding Impact Housing Indiana Corp. as a party and providing that the Property Acquisition Grants provided for in the Development Agreement will be paid to Impact Housing Indiana Corp. which will loan the proceeds of the Grants to Union at the Marina, LP as part of a separate financing agreement between those two parties.

Union at the Marina, LP has committed to purchasing from the City of Dubuque the property located at 1860 Hawthorne Street as a site to construct the aforementioned project.

In order to finance the project, and for tax purposes, Union at the Marina, LP has requested that its lender, Impact Housing Indiana Corp., be added as a party to the Development Agreement. The Property Acquisition Grant provided for in the Development Agreement will be paid to Impact Housing Indiana Corp. which will loan the proceeds of the Grant to Union at the Marina, LP as part of a separate financing agreement between those two parties.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director



Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Approving a Third Amendment to Development Agreement by and between the City of Dubuque, Iowa and Union at the Marina, LP adding Impact Housing Indiana Corp. as a Party

DATE: October 31, 2024

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution approving a Third Amendment to Development Agreement dated October 16, 2023, as amended, by and between the City of Dubuque, Iowa and Union at the Marina, LP providing for payment of the Property Acquisition Grant to Impact Housing Indiana Corp.

BACKGROUND

Union at the Marina, LP is a subsidiary of The Annex Group. The Annex Group is an Indiana based multifamily housing developer that creates market-rate, workforce, affordable, and student housing communities.

The Annex Group began communication with City staff in September 2022, expressing interest in developing a multi-residential project in the City of Dubuque with the assistance of the state's 4% Low Income Housing Tax Credit program. The Group identified 1860 Hawthorne Street – the former Bowling and Beyond site – as a prime location for its project. The project will create 201 affordable rental units in the North End of the Greater Downtown Area.

DISCUSSION

Union at the Marina, LP has committed to purchasing from the City of Dubuque the property located at 1860 Hawthorne Street as a site to construct the aforementioned project.

In order to finance the project, and for tax purposes, Union at the Marina, LP has requested that its lender, Impact Housing Indiana Corp., be added as a party to the Development Agreement. The Property Acquisition Grant provided for in the Development Agreement will be paid to Impact Housing Indiana Corp. which will loan the proceeds of the Grant to Union at the Marina, LP as part of a separate financing agreement between those two parties.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached resolution approving a Third Amendment to Development Agreement adding Impact Housing Indiana Corp. as a party and providing that the Property Acquisition Grants provided for in the Development Agreement will be paid to Impact Housing Indiana Corp. which will loan the proceeds of the Grants to Union at the Marina, LP as part of a separate financing agreement between those two parties.

**THIRD AMENDMENT
TO
PURCHASE AGREEMENT AND DEVELOPMENT AGREEMENT**

**BY AND AMONG
THE CITY OF DUBUQUE, IOWA,**

UNION AT THE MARINA, LP,

AND

IMPACT HOUSING INDIANA CORP.

Whereas, a Purchase Agreement and Development Agreement (hereinafter, the "Agreement"), dated for reference purposes the 16th day of October, 2023, was entered into by and between the City of Dubuque, Iowa, a municipality ("City"), acting under authorization of Iowa Code Chapter 403, as amended, and Union at the Marina, LP, an Iowa limited partnership ("Developer") (collectively the "Parties"); and

Whereas, a First Amendment to the Agreement was entered into by the Parties on October 24, 2023;

Whereas, a Second Amendment to the Agreement was entered into by the Parties on December 4, 2023; and

Whereas, the Parties desire to further amend the Agreement as set forth herein.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Section 11.1 of the Agreement is hereby deleted in its entirety and replaced as follows (with changes noted in ***bold, italics***):

11.1 Acquisition Grant to Developer. For and in consideration of Developer's obligations hereunder to construct the Minimum Improvements, City agrees to make the Property Acquisition Grant (defined below) to ***Impact Housing Indiana Corp., an Indiana nonprofit corporation ("IHI")*** on the Closing Date in the following amounts:

The housing incentive acquisition grant for the Property (the "Property Acquisition Grant") shall be the sum of Twenty Thousand Dollars (\$20,000) for every new residential rental unit created in connection with the Project (which, as of the date hereof, is contemplated to include 201 residential rental units) but not to exceed the Property Purchase Price.

The parties agree that the Property Acquisition Grant shall be payable in the form of grant to IHI at Closing which will be loaned to the Developer to apply toward the Property Purchase Price.

Developer shall reimburse City Twenty Thousand Dollars (\$20,000) for every residential rental unit less than 201 units not completed by the Completion Date as described in Section 10.2. Such reimbursement shall be made not more than 30 days following the Completion Date.

Section 2. IHI joins in the execution of this Amendment to become a party to the Agreement for purposes of Section 11.1 of the Agreement. IHI will loan the proceeds of the Grant to Union at the Marina LP, an Iowa limited partnership pursuant to a separate written note agreement, the form of which is set forth in Exhibit A attached hereto.

Section 3. All other terms and conditions of the Agreement shall remain in full force and effect.

[Signature Page Follows.]

CITY OF DUBUQUE, IOWA

**UNION AT THE MARINA, LP,
an Iowa limited partnership**

By: Union at the Marina GP, LLC,
an Indiana limited liability company,
its general partner

By: _____
Name: _____
Its: _____

By: Kyle D. Bach
Kyle D. Bach, General Manager

Date: _____

Date: 10/30/2024

ATTEST:

Adrienne N. Breitfelder, City Clerk

Joinder to this Amendment and the Agreement for purposes of Section 11.1 of the Agreement:

IHI:

IMPACT HOUSING INDIANA CORP.,
an Indiana nonprofit corporation

By: Christopher J. Lukoart
Name: Christopher J. Lukoart
Its: Secretary

Exhibit A
Promissory Note Form

PROMISSORY NOTE

\$4,020,000

October __, 2024
Indianapolis, Indiana

FOR VALUE RECEIVED, **UNION AT THE MARINA, LP**, an Iowa limited partnership ("**Borrower**") hereby promises to pay to the order of **IMPACT HOUSING INDIANA CORP.**, an Indiana nonprofit corporation ("**Lender**" or "**Sponsor**"), the principal sum of Four Million Twenty Thousand and 00/100 Dollars (\$4,020,000) or such other principal amount as shall have been disbursed hereunder, at the place and in the manner hereinafter provided, together with interest thereon at the rate or rates described below without relief from valuation and appraisal laws.

1. **Definitions.**

"Business Day" shall mean a day on which banks are open for business in Indiana.

"Maturity Date" shall mean October __, 2054, provided, however, that the principal balance of this Promissory Note may be forgiven in the sole discretion of Lender.

2. **Loan Rate.** Beginning on the date hereof and continuing until the Maturity Date, interest shall accrue at 3.5% per annum on the unpaid principal balance under this Promissory Note (the "**Loan Rate**").
3. **Payments.** The unpaid principal balance of this Promissory Note, if not sooner declared to be due in accordance with the terms hereof, together with all accrued and unpaid interest, shall be due and payable in full on the Maturity Date.
4. **Application of Payments.** All payments and prepayments on account of the indebtedness evidenced by this Promissory Note shall be first applied to the unpaid principal balance of this Promissory Note, and second, to all other sums (other than principal) then due Lender hereunder.
5. **Default Rate.** After the expiration of the Maturity Date or the earlier acceleration of the indebtedness evidenced by this Promissory Note, or if said indebtedness has not been accelerated, during any period in which an Event of Default (as hereinafter defined) exists under this Promissory Note, Borrower shall pay interest on the balance of principal remaining unpaid during any such period at an annual rate (the "**Default Rate**") equal to five percent (5%) plus the Loan Rate. The interest accruing under this paragraph shall be immediately due and payable by Borrower to the Lender and shall be additional indebtedness evidenced by this Promissory Note.
6. **Exempt Purpose.** The Borrower represents and warrants that the housing project (the "**Project**") that will be undertaken by the Borrower will satisfy the safe-harbor requirements contained within Rev. Proc. 96-32 to qualify as a charitable activity,

and furthermore that the Borrower will undertake all necessary and appropriate action to ensure that the project continues to satisfy the safe harbor requirements of Rev. Proc. 96-32 while this Promissory Note remains outstanding.

7. **Prepayment.** Borrower may voluntarily prepay the principal balance of this Promissory Note in whole or in part at any time, without any penalty or premium.
8. **Method of Payments.** All payments of principal hereunder shall be paid by automatic debit, wire transfer, check or in coin or currency which, at the time or times of payment, is the legal tender for public and private debts in the United States of America and shall be made at such place as Lender or the legal holder or holders of this Promissory Note may from time to time appoint in the payment invoice or otherwise in writing, and in the absence of such appointment, then at the notice address of Lender provided herein.
9. **Events of Default.** The occurrence of the following events shall constitute an "Event of Default" under this Promissory Note: (a) the failure by Borrower to make payment of any principal or any other amount due to Lender under this Promissory Note when any such payment is due in accordance with the terms hereof; and (b) the failure of Borrower to satisfy the requirements contained within Section 6 of this Promissory Note. Notwithstanding anything to the contrary contained herein or in the loan documents, the following shall be permitted without consent of Lender and shall not constitute an event of default or result in any fee: (i) the transfer of limited partner interests in Borrower pursuant to the terms of Borrower's Amended and Restated Agreement of Limited Partnership ("Partnership Agreement"); (ii) the removal and replacement of the general partner of the Borrower in accordance with the terms of the Partnership Agreement, and/or (iii) an amendment of the Partnership Agreement memorializing the transfers or removal described above.
10. **Remedies.** At the election of the holder hereof, and without notice, the principal balance remaining unpaid under this Promissory Note shall be and become immediately due and payable in full upon the occurrence of any Event of Default. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of any subsequent Event of Default. No holder hereof shall, by any act of omission or commission, be deemed to waive any of its rights, remedies or powers hereunder or otherwise unless such waiver is in writing and signed by the holder hereof, and then only to the extent specifically set forth therein. The rights, remedies and powers of the holder hereof, are cumulative and concurrent, and may be pursued singly, successively or together against Borrower and any other security given at any time to secure the repayment hereof, all at the sole discretion of the holder hereof. If any suit or action is instituted or attorneys are employed to collect this Promissory Note or any part thereof, Borrower promises and agrees to pay all costs of collection, including reasonable attorneys' fees and court costs. Notwithstanding the foregoing, Lender shall provide Borrower and WNC Holding, LLC, a California limited liability company (the "Investor") notice of any Event of Default pursuant to Section 15 hereof and allow Borrower and Investor thirty (30)

days to cure such Event of Default prior to exercising any remedies provided hereunder.

11. **Covenants and Waivers.** Borrower and all others who now or may at any time become liable for all or any part of the obligations evidenced hereby, expressly agree hereby to be jointly and severally bound, and jointly and severally: (i) waive and renounce any and all homestead, redemption and exemption rights and the benefit of all valuation and appraisal privileges against the indebtedness evidenced by this Promissory Note or by any extension or renewal hereof; (ii) waive presentment and demand for payment, notices of nonpayment and of dishonor, protest of dishonor, and notice of protest; (iii) waive any and all notices in connection with the delivery and acceptance hereof and all other notices in connection with the performance, default, or enforcement of the payment hereof or hereunder except as otherwise provided herein; (iv) waive any and all lack of diligence and delays in the enforcement of the payment hereof; (v) agree that the liability of each Borrower, guarantor, endorser or obligor shall be unconditional and without regard to the liability of any other person or entity for the payment hereof, and shall not in any manner be affected by any indulgence or forbearance granted or consented to by Lender to any of them with respect hereto; (vi) consent to any and all extensions of time, renewals, waivers, or modifications that may be granted by Lender with respect to the payment or other provisions hereof, and to the release of any security at any time given for the payment hereof, or any part thereof, with or without substitution, and to the release of any person or entity liable for the payment hereof, and (vii) consent to the addition of any and all other makers, endorsers, guarantors, and other obligors for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agree that the addition of any such makers, endorsers, guarantors or other obligors, or security shall not affect the liability of Borrower, any guarantor and all others now liable for all or any part of the obligations evidenced hereby.
12. **Other General Agreements.**
 - a. Time is of the essence hereof.
 - b. This Promissory Note is governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the statutes, laws and decisions of the State of Indiana. This Promissory Note may not be changed or amended orally but only by an instrument in writing signed by the party against whom enforcement of the change or amendment is sought.
 - c. Lender shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Borrower or of any lessee, operator, concessionaire or licensee of Borrower in the conduct of its business, and by the execution of this Promissory Note, Borrower agrees to indemnify, defend, and hold Lender harmless from and against any and all damages, costs, expenses and liability that may be incurred by Lender as a result of

a claim that Lender is such partner, joint venturer, agent or associate unless any such damages, costs, expenses and liability is caused solely by Lender's gross negligence or willful misconduct.

- d. This Promissory Note has been made and delivered in Indianapolis, Indiana and all value disbursed to or for the benefit of Borrower will be disbursed in Indianapolis, Indiana.
- e. The obligations and liabilities of each Borrower under this Promissory Note shall be joint and several and shall be binding upon and enforceable against each Borrower and their respective successors and assigns. This Promissory Note shall inure to the benefit of and may be enforced by Lender and its successors and assigns.
- f. In the event that any provision of this Promissory Note is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Borrower and Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

13. **CONSENT TO JURISDICTION.** BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS PROMISSORY NOTE SHALL BE LITIGATED IN THE SUPERIOR COURT OF MARION COUNTY, INDIANA, OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA, OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THIS AGREEMENT. BORROWER WAIVES ANY CLAIM THAT MARION COUNTY, INDIANA, OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, BORROWER SHALL BE DEEMED

IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT, BY LENDER, OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING, BY LENDER, OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND BORROWER HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

14. **WAIVER OF JURY TRIAL.** LENDER AND BORROWER ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS PROMISSORY NOTE OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND THEREFORE, THE PARTIES VOLUNTARILY, KNOWINGLY AND INTENTIONALLY AGREE THAT ANY COURT PROCEEDING ARISING OUT OF ANY SUCH CONTROVERSY WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

15. **Notice.** All notices given pursuant or related to this Promissory Note shall be given in writing to the addresses provided as follows:

BORROWER: UNION AT THE MARINA, LP
409 Massachusetts Avenue, Suite 300
Indianapolis, Indiana 46204

With copy to: WNC Holding, LLC
c/o WNC & Associates, Inc.
17782 Sky Park Circle
Irvine, California 92614-6404

with a copy to:

Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attn: Shane Deaver, Esq.

LENDER: Impact Housing Indiana Corp.
409 Massachusetts Avenue, Suite 300
Indianapolis, Indiana 46204

16. **Standstill.** Notwithstanding anything to the contrary contained herein, for a period commencing on the date hereof and continuing until the earlier of (i) the

date that the Investor or its affiliates is no longer a partner in the Borrower or (ii) the end of the tax credit compliance period ("Standstill Period"), Borrower shall have no right to declare a default, accelerate the indebtedness or pursue any other right or remedy under this Note. Borrower waives no rights or remedies it may have hereunder, but merely agrees not to enforce those rights or remedies until the end of the Standstill Period.

17. **Prohibition on Loan Sale.** Lender shall not sell, assign, transfer or convey the Loan (or any interest in the Loan), other than to an affiliate, without the prior written consent of Borrower and Investor.

18. **Non-Recourse.** Notwithstanding anything to the contrary contained in this Promissory Note, the Loan is a nonrecourse obligation of the Borrower. Neither Borrower nor any of its partners shall have any personal liability for repayment of the Loan except in cases of (a) fraud, (b) misappropriation of funds, (c) waste and/or (d) environmental damage resulting from acts of Borrower or any of its partners.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first written above.

BORROWER:

UNION AT THE MARINA, LP, an Iowa limited partnership

By: Union at the Marina GP, LLC, an Indiana limited liability company, its General Partner

By: _____

Name: Kyle D. Bach

Title: General Manager

Prepared By: Jill Connors, City of Dubuque 1300 Main St. Dubuque, IA 52001 (563) 589-4393
Return To: Jill Connors, City of Dubuque 1300 Main St. Dubuque, IA 52001 (563) 589-4393

RESOLUTION NO. _____-24

APPROVING A THIRD AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND UNION AT THE MARINA, LP

WHEREAS, the City of Dubuque and Union at the Marina, LP (Developer) entered into a Purchase and Development Agreement dated for reference purposes October 16, 2023 for the development of property located at 1860 Hawthorne Street; and

WHEREAS, City and Developer desire to amend the Development Agreement as set forth in the Third Amendment to Development Agreement attached hereto; and

WHEREAS, it is the determination of the City Council that approval of the Third Amendment to Development Agreement, for the development of the Property by Union at the Marina, LP according to the terms and conditions set out in the Third Amendment to Development Agreement, is in the public interest of the City of Dubuque.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Third Amendment to Development Agreement by and between the City of Dubuque and Union at the Marina, LP, a copy of which is attached hereto, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Third Amendment to Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Third Amendment to Development Agreement as herein approved.

Passed, approved and adopted this 4th day of November, 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque and Dubuque Racing Association, Ltd. Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement
SUMMARY:	City Manager recommending City Council adopt the attached resolution setting a November 18, 2024, public hearing on the Development Agreement providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations for the development of a PinSeekers facility on Chaplain Schmitt Island. RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque Racing Association, Ltd., Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for November 18, 2024
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Notice of Hearing 5. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque and Dubuque Racing Association, Ltd. Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: October 30, 2024

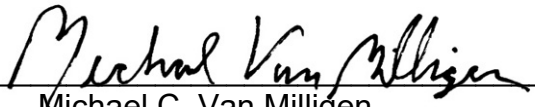
Economic Development Director Jill Connors is recommending City Council adopt the attached resolution setting a November 18, 2024, public hearing on the Development Agreement providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations for the development of a PinSeekers facility on Chaplain Schmitt Island.

One of the recommendations of the Development Plan is to provide a variety of entertainment and recreational opportunities on Chaplain Schmitt Island with a unique mix of uses that are different from existing developments in Dubuque. To this end, DRA has had conversations with developers of these types of facilities, including the developers of PinSeekers – a hybrid golf facility, with current locations in Deforest, WI, and Tiffin, IA. These facilities have a diverse range offerings, including all-weather Toptracer golf suites, mini bowling, putting greens, multi-sports simulators, and event spaces for group gatherings.

The DRA has brought a formal proposal to City staff to facilitate an investment of \$18 million for the development of a PinSeekers facility to be located on Chaplain Schmitt Island. Project construction is scheduled to commence on or before April 1, 2025, and to be substantially completed by September 30, 2026.

The proposed Development Agreement provides for City incentives, including Urban Renewal Tax Increment Revenue Grant Obligations, for 10 years of Tax Increment Finance (TIF) rebates to encourage the development of the property.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director



Economic Development Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque and Dubuque Racing Association, Ltd. Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: October 24, 2024

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution setting a public hearing for November 18, 2024 on a proposed Development Agreement by and between the City of Dubuque and Dubuque Racing Association, Ltd. (DRA) providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

In 2014, a Master Plan for Chaplain Schmitt Island was adopted which laid out key community desires for the creation of a destination area on the Island. This was followed in 2017 with a Placemaking Plan, updated in 2022 to include an amphitheater and improved trails, resulting in the City being awarded a number of grants to accomplish this work.

More recently, a Development Plan for Chaplain Schmitt Island has been prepared for review and adoption by City Council. This 2024 Development Plan sets forth a plan for implementing the recommendations of the accumulated planning work for the area.

DISCUSSION

One of the recommendations of the Development Plan is to provide a variety of entertainment and recreational opportunities on Chaplain Schmitt Island with a unique mix of uses that are different from existing developments in Dubuque. To this end, DRA

has had conversations with developers of these types of facilities, including the developers of PinSeekers – a hybrid golf facility, with current locations in Deforest, WI, and Tiffin, IA. These facilities have a diverse range offerings, including all-weather Toptracer golf suites, mini bowling, putting greens, multi-sports simulators, and event spaces for group gatherings.

The DRA has brought a formal proposal to City staff to facilitate an investment of \$18 million for the development of a PinSeekers facility to be located on Chaplain Schmitt Island. Project construction is scheduled to commence on or before April 1, 2025 and to be substantially completed by September 30, 2026.

The proposed Development Agreement provides for City incentives, including Urban Renewal Tax Increment Revenue Grant Obligations, for 10 years of Tax Increment Finance (TIF) rebates to encourage the development of the property.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached resolution setting a November 18, 2024 public hearing on the Development Agreement providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations for the development of a PinSeekers facility on Chaplain Schmitt Island.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE RACING ASSOCIATION, LTD.**

This Development Agreement (Agreement), dated for reference purposes the 18th day of November, 2024 is made and entered into by and between the City of Dubuque, Iowa, a municipality ("City"), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as amended (Urban Renewal Act), and Dubuque Racing Association, Ltd. ("Developer"), an Iowa nonprofit association with its principal place of business in Dubuque, Iowa.

WHEREAS, Developer is the lessee of the following described real estate (the "Property"), said legal descriptions to be reviewed and approved by Developer and City on or before the Closing Date:

A LEASE AREA LYING WITHIN PARTS OF LOT 1, LOT 2, AND LOT 3 OF CHAPLAIN SCHMITT ISLAND IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF CHAPLAIN SCHMITT ISLAND AND RUNNING THENCE SOUTH 23 DEGREES 47 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, 138.28 FEET;

THENCE SOUTH 66 DEGREES 42 MINUTES 23 SECONDS EAST, 6.00 FEET;

THENCE SOUTH 23 DEGREES 47 MINUTES 55 SECONDS WEST, 170.69 FEET;

THENCE NORTH 66 DEGREES 24 MINUTES 37 SECONDS WEST, 749.48 FEET;

THENCE NORTH 23 DEGREES 17 MINUTES 34 SECONDS EAST, 201.59 FEET TO THE NORTH LINE OF LOT 1 OF SAID CHAPLAIN SCHMITT ISLAND;

SOUTH 89 DEGREES 12 MINUTES 25 SECONDS EAST ALONG NORTH LINE SAID LOT 1, 84.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;

THENCE SOUTHEASTERLY ALONG SAID NORTH LINE OF LOT 2 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

SOUTH 89 DEGREES 12 MINUTES 25 SECONDS EAST, 18.58 FEET;

SOUTH 86 DEGREES 19 MINUTES 09 SECONDS EAST, 132.77 FEET;

SOUTH 73 DEGREES 14 MINUTES 57 SECONDS EAST, 78.96 FEET;

SOUTH 68 DEGREES 22 MINUTES 13 SECONDS EAST, 384.14 FEET;

SOUTH 66 DEGREES 16 MINUTES 54 SECONDS EAST, 63.93 FEET TO SAID NORTHEAST CORNER OF LOT 2 AND THE POINT OF BEGINNING.

CONTAINING 4.90 ACRES, MORE OR LESS.; and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the "District") which has been so designated by City Council Resolution 155-11 as a slum and blighted area (the "Project Area") defined by Iowa Code Chapter 403 (the "Urban Renewal Law"); and

WHEREAS, Developer will facilitate a capital investment including the construction

of a new facility, equipment, furniture and fixtures in the Property (the "Project"); and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on September 3, 2024, a copy of which is attached hereto as Exhibit A (the "Urban Renewal Plan"), City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the City Council believes it is in the best interests of City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

(1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this

Agreement.

(6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien to be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

1.2 Representations and Warranties of Developer. Developer makes the following representations and warranties:

(1) Developer is a corporation duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and, subject to the approval of the Iowa Racing and Gaming Commission ("IRGC"), to enter into and perform its obligations under the Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City and approval by IRGC, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to City, at time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit C.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision

which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations.

(6) Developer will use its reasonable commercial efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has entered into a sublease agreement with PinSeekers Dubuque RE, LLC and PinSeekers Dubuque Operations, LLC (individually and collectively "PinSeekers"), and PinSeekers has obtained (or will obtain prior to the Closing Date) firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Closing Date.

1.3 Closing. The closing shall take place on the Closing Date which shall be as agreed by the Parties but in no event shall the Closing Date be later than the 15th day of March 2025 . Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit D.

(2) Developer shall have the right to terminate this Agreement at any time prior to the Commencement Date set forth in Section 2.3 if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving of notice of termination by Developer to City, this Agreement shall be deemed null and void and Developer shall have no liability or obligation whatsoever as a result of such termination.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that

PinSeekers has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's and/or PinSeekers' financial ability as the reasonable judgment of City requires.

(5) Developer's counsel shall issue a legal opinion to City confirming the representations contained herein in the form attached hereto as Exhibit C.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will facilitate a capital investment of approximately Eighteen million dollars (\$18,000,000) to improve the Property (the "Minimum Improvements"). The Minimum Improvements including the construction of a recreational facility and related furnishings.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the "Construction Plans") shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City in City's reasonable discretion, (which approval shall not be unreasonably refused, conditioned or delayed), plans, drawings, specifications, and related documents with respect to the improvements to be constructed on the Property, which construction shall be facilitated by Developer. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be commenced on or before April 1, 2025 ("Commencement Date") and shall be substantially completed by September 30, 2026. The time frames for the performance of these obligations shall be subject to suspension and/or extension due to Force Majeure Event in accordance with the terms of Section 9.3 of this Agreement.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, the City Manager shall furnish Developer with an appropriate instrument certifying such completion. Such certification (the "Certificate of Completion") shall be in recordable form and shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of Developer to facilitate the construction of the Minimum

Improvements.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grant to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make twenty (20) consecutive semi-annual payments (such payments being referred to collectively as the "Economic Development Grants") to Developer as follows:

November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six (6) month period in respect of the Minimum Improvements constructed by Developer (the "Developer Tax Increments"). City and Developer agree the Property Parcel 118476004 will be assessed on January 1, 2025.

An agreement of value will be acknowledged and signed by the parties' post assessment and added as an addendum to this Agreement.

For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the assessed value of the Property above the assessed value on January 1, 2025 (the "Baseline Valuation").

The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) any taxes for the instructional support levy, (iv) any tax increment revenues collected by City in respect of the Baseline Valuation of the Property during the term of this Agreement and (v) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all

amounts paid by Developer as regular property taxes.

(1) To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2026, its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until December 1, 2036 to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on November 1st and May 1st of that fiscal year. (Example: upon City's certification in December 2026, the Economic Development Grants in respect thereof would be paid to Developer on November 1, 2027, and May 1, 2028.)

(2) The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the DRA TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term hereof and to apply the incremental taxes collected in respect of the Minimum Improvements and allocated to the DRA TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.1 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues, or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the DRA TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

(3) City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

SECTION 4. NON-APPROPRIATION / LIMITED SOURCE OF FUNDING

4.1 Non-appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grant shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit under the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the

right of non-appropriation by the City Council as provided in this Section 4.1(1). City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid to Developer in the next fiscal year under this Agreement.

(2) In the event the City Council elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grant due and payable in that fiscal year, then: i) City shall have no further obligation to Developer for the payment of all installments due in the next fiscal year which cannot be paid with the funds then appropriated for that purpose; and, ii) Developer shall be released from all further obligations under this Agreement during that same fiscal year.

(3) Each installment of the Economic Development Grant shall be paid by City solely from funds appropriated for that purpose by the City Council from taxes levied on the Property that are allocated to the special fund pursuant to Iowa Code §403.19(2).

4.2 Limited Source of Funding. The right of non-appropriation reserved to City in this Section 4.1(1) is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 Conformance with Codes. The Minimum Improvements shall conform to all city, state and federal codes.

5.2 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer to verify the cost of the Minimum Improvements in accordance with generally accepted accounting principles consistently

applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.3 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.4 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended; provided, however, that the foregoing agreement shall not be deemed to be applicable to any existing exemption of Developer and/or any other exemption available with respect to any other property (other than the Property) in which Developer has or may have an ownership or leasehold interest.

5.5 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (at no cost or expense to City) builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the building (including Minimum Improvements) replacement value when construction is completed. Coverage shall include the "special perils" form and Developer shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, (at no cost or expense to City) property insurance against loss and/or damage to the building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement value of the building (including the Minimum Improvements). Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

(3) The term "replacement value" shall mean the actual replacement cost of the building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(4) Developer shall notify City immediately in the case of damage exceeding two hundred thousand dollars (\$200,000) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance ("Net Proceeds"), shall be paid directly to Developer

and/or PinSeekers as their interests may appear, and Developer shall forthwith facilitate the repair, reconstruction and restoration of the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall facilitate the application of the Net Proceeds of any insurance relating to such damage received by Developer and/or PinSeekers to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear).

5.6 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make or cause to be made all necessary repairs, replacements, renewals and additions. Nothing in this Section 5.8 or in this Agreement, however, shall limit or otherwise affect Developer's sole discretion with respect to the means, methods and expenses in carrying out such maintenance and repairs.

5.7 Non-Discrimination. In carrying out the project, Developer shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.8 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.9 Non-Transferability. During the term of this Agreement, this Agreement may not be assigned by Developer nor may any portion of the Property be sold or otherwise transferred by Developer without prior written consent of City, which shall not be unreasonably withheld. City has no obligation to consent to any assignment or sale.

5.10 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law.

5.11 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as retail/commercial, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest or sublessee (including PinSeekers) shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest or sublessee (including PinSeekers) shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.12 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement, and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

(1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.

(2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion (it being acknowledged and agreed that Developer's sublease of the Property to PinSeekers shall not constitute or be deemed to constitute a breach of this Section 6.1(3)).

(4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 6.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from Developer deemed adequate by City, that Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement; or
- (3) City may withhold the Certificate of Completion; or
- (5) City may require Developer to take action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant under this Agreement or terminate the sublease agreement with PinSeekers.

Notwithstanding to the contrary herein, the parties acknowledge and agree that, due to the fact that Developer's obligations hereunder relate to the facilitation of the construction of the Minimum Improvements, Developer shall have no monetary liability upon the occurrence of any Event of Default hereunder but shall have the affirmative obligation to attempt to identify a suitable third party capable of completing the Minimum Improvements, subject to City approval, and that the sole consequence to Developer of any Event of Default would be the loss of entitlement to the Economic Development Grants hereunder.

6.3 No Remedy Exclusive. Except as otherwise provided in the last sentence of Section 6.2 or elsewhere in this Agreement, no remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be

limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 [Reserved].

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Dubuque Racing Association, Ltd.
Attn: Alex Dixon, President & CEO
1855 Greyhound Park Rd
Dubuque IA 52001
Phone: (563) 585-3002

With copy to: O'Connor & Thomas, PC.
Tonya A. Trumm 1000 Main St.
Dubuque, IA 52001
Phone: (563) 557-8400
ttrumm@octhomaslaw.com

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589.4110
Fax: (563) 589.4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

- 7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.
- 7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.
- 7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2037 (the "Termination Date").
- 7.5 Execution by Facsimile or Electronic Signature; Counterparts. The parties agree that this Agreement may be transmitted between them by facsimile machine or other electronic means. The parties intend that the faxed or electronic signatures constitute original signatures and that a faxed or emailed Agreement containing the signatures (original, faxed or electronic) of all the parties is binding on the parties. The parties further agree that this Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which, when taken together, shall constitute but one and the same Agreement.
- 7.6 Memorandum of Development Agreement. City shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit E in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed on or as of the first above written.

CITY OF DUBUQUE, IOWA

DUBUQUE RACING ASSOCIATION, LTD.

By: _____
Brad M. Cavanagh
Mayor

By:  _____
Alex Dixon
President & CEO

Attest:

Adrienne N. Breitfelder
City Clerk

LIST OF EXHIBITS

EXHIBIT A – Urban Renewal Plan

EXHIBIT B – City Attorney's Certificate

EXHIBIT C – Opinion of Developer's Counsel

EXHIBIT D – City Certificate

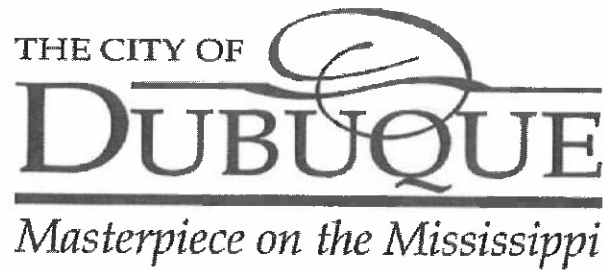
EXHIBIT E – Memorandum of Development Agreement

**EXHIBIT A
URBAN RENEWAL PLAN**

On file at the Office of the City Clerk, City Hall, 50 West 13th Street, Dubuque, Iowa

EXHIBIT B
CITY ATTORNEY'S CERTIFICATE

Crenna Brumwell
City Attorney
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
cbrumwel@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Dubuque Racing Association, Ltd. (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the 18th day of November, 2024.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Crenna Brumwell
City Attorney

EXHIBIT C
OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa and
Dubuque Racing Association, Ltd.

Dear Mayor and City Councilmembers:

We have acted as counsel for Dubuque Racing Association, Ltd. (Developer) in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa ("City") dated for reference purposes the 18th day of November, 2024.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a corporation organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

Very truly yours,

**EXHIBIT D
CITY CERTIFICATE**

City Manager's Office
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 phone
(563) 589-4149 fax
ctymgr@cityofdubuque.org



(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between Dubuque Racing Association, Ltd. (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the 18th day of November, 2024.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects

the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

EXHIBIT E
MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Crenna Brumwell 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Crenna Brumwell 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and Dubuque Racing Association, Ltd. was made regarding the following described premises:

A LEASE AREA LYING WITHIN PARTS OF LOT 1, LOT 2, AND LOT 3 OF CHAPLAIN SCHMITT ISLAND IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF LOT 2 OF CHAPLAIN SCHMITT ISLAND AND RUNNING THENCE SOUTH 23 DEGREES 47 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, 138.28 FEET;
THENCE SOUTH 66 DEGREES 42 MINUTES 23 SECONDS EAST, 6.00 FEET;
THENCE SOUTH 23 DEGREES 47 MINUTES 55 SECONDS WEST, 170.69 FEET;
THENCE NORTH 66 DEGREES 24 MINUTES 37 SECONDS WEST, 749.48 FEET;
THENCE NORTH 23 DEGREES 17 MINUTES 34 SECONDS EAST, 201.59 FEET TO THE NORTH LINE OF LOT 1 OF SAID CHAPLAIN SCHMITT ISLAND;
SOUTH 89 DEGREES 12 MINUTES 25 SECONDS EAST ALONG NORTH LINE SAID LOT 1, 84.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2;
THENCE SOUTHEASTERLY ALONG SAID NORTH LINE OF LOT 2 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:
SOUTH 89 DEGREES 12 MINUTES 25 SECONDS EAST, 18.58 FEET;
SOUTH 86 DEGREES 19 MINUTES 09 SECONDS EAST, 132.77 FEET;
SOUTH 73 DEGREES 14 MINUTES 57 SECONDS EAST, 78.96 FEET;
SOUTH 68 DEGREES 22 MINUTES 13 SECONDS EAST, 384.14 FEET;
SOUTH 66 DEGREES 16 MINUTES 54 SECONDS EAST, 63.93 FEET TO SAID NORTHEAST CORNER OF LOT 2 AND THE POINT OF BEGINNING.
CONTAINING 4.90 ACRES, MORE OR LESS.

The Development Agreement is dated for reference purposes the 18th day of November, 2024, and contains covenants, conditions, and restrictions concerning the sale

and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20 ____.

CITY OF DUBUQUE, IOWA

By _____
Crenna Brumwell
City Attorney

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Crenna Brumwell, to me personally known, who being by me duly sworn did say that he is the City Attorney for the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to said instrument is the seal of said Municipal Corporation and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and Senior Council acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 18th day of November, 2024, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a Development Agreement between the City of Dubuque, Iowa and Dubuque Racing Association, Ltd., a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, providing for the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District, consisting of the funding of economic development grants for Dubuque Racing Association, Ltd., under the terms and conditions of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District. The aggregate amount of the Urban Renewal Tax Increment Revenue Grant Obligations cannot be determined at the present time, but is not expected to exceed \$2,275,686.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 4th day of November, 2024.

Adrienne N. Breitfelder, City Clerk

Prepared by: Jill Connors, Economic Development. 50 W. 13th Street, Dubuque IA 52001, 563 589-4213
Return to: Jill Connors, Economic Development. 50 W. 13th Street, Dubuque IA 52001, 563 589-4213

RESOLUTION NO. ____-24

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE RACING ASSOCIATION, LTD., INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

WHEREAS, City and Dubuque Racing Association, Ltd. have entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W. 13th Street, Dubuque, Iowa for the development of approximately 4.9 acres located on leased property due north of 1855 Greyhound Park Rd, Dubuque, Iowa; and

WHEREAS, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement, with Dubuque Racing Association, Ltd.; and

WHEREAS, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403 pursuant to the Development Agreement; and

WHEREAS, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 18th day of November, 2024, at 6:30 p.m. The official agenda will be posted on Friday, November, 15, 2024 and will contain listening, viewing, and public input options. The City Council agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with Dubuque Racing Association, Ltd., the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Dubuque Racing Association, Ltd. pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$2,275,686.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved and adopted this 4th day of November, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE: Iowa Amphitheater on Schmitt Island Project - Bid Backage No. 2 (Utilities, Paving & Amphitheater Stage) - Initiate Public Bidding Process and Setting Date for Public Hearing

SUMMARY: City Manager recommending City Council authorize initiating the public bidding process and set a public hearing on November 18th, 2024, and to preliminarily approve the plans, specifications, form of contract and estimated cost of \$9,702,000.00 for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 through the adoption of the attached resolution.

RESOLUTION Iowa Amphitheater On Schmitt Island Project - Bid Package No. 2 (Utilities, Paving & Amphitheater Stage): Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for November 18, 2024

ATTACHMENTS:

1. MVM Memo
2. Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 - Initiate Set PH Staff MEMO
3. Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 - Initiate Set PH Council RESOLUTION
4. Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 - NOTICE OF PUBLIC HEARING
5. Iowa Amphitheater_Map
6. Iowa Amphitheater_Renderings

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Iowa Amphitheater on Schmitt Island Project
Bid Backage No. 2 (Utilities, Paving & Amphitheater Stage)
Initiate Public Bidding Process and Setting Date for Public Hearing
Project Code: 5575000022

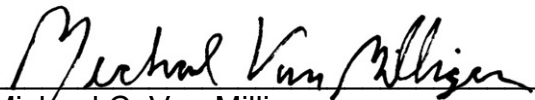
DATE: October 30, 2024

Assistant City Engineer Robert Schiesl is recommending City Council authorize initiating the public bidding process and set a public hearing on November 18th, 2024, and to preliminarily approve the plans, specifications, form of contract and estimated cost of \$9,702,000.00 for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 through the adoption of the attached resolution.

The bid proposal for the Bid Package No. 2 project includes a list of desired add-on amenities that are not included in the base bid estimate. The add-on amenities would enhance the overall project and may be chosen depending on the actual bid prices received and the available budget. The add-on amenities may also be added to the project during construction via change order if it is determined that there is sufficient funding available. The list of add-on amenities is as follows:

- Entrance Cut Walls
- Additional Parking Lot Improvements
- Decomposed Granite Pathways
- Replace Seeding with Sod
- Stage Rigging
- Dog Track Drum Lighting Re-use and Retrofit for Artistic Welcoming Entry Sign
- Pavement Steel Reinforcement

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Robert Schiesl, Assistant City Engineer
Nathan Steffen, Civil Engineer
Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Marie Ware, Leisure Services Director
Jill Connors, Economic Development Director
Wally Wernimont, Planning Services Director
Chris Lester, Water Department Director
Max O'Brien, Civil Engineer
Tracy Schadle, Confidential Account Clerk
Alex Dixon, President & CEO, Q Casino & DRA

TO: Michael C. Van Milligen, City Manager

FROM: Robert Schiesl, Assistant City Engineer

DATE: October 31, 2024

RE: Iowa Amphitheater on Schmitt Island Project
Bid Backage No. 2 (Utilities, Paving & Amphitheater Stage)
Initiate Public Bidding Process and Setting Date for Public Hearing
Project Code: 5575000022

INTRODUCTION

This memorandum requests the City Council authorize initiating the public bidding process and set a public hearing on November 18th, 2024 for the Iowa Amphitheater on Schmitt Island Project - Bid Package 2.

BACKGROUND

The City of Dubuque has previously applied for and been awarded a Destination Iowa Outdoor Recreation Fund grant administered by the Iowa Economic Development Authority (IEDA). Prior to the grant being awarded, city staff received an IEDA request to consider a singular focus for the grant. Several outdoor recreation amenities were included in the original grant application. City and Dubuque Racing Association (DRA) staff chose to update the application with a singular focus of the outdoor amphitheater (now called the Iowa Amphitheater on Schmitt Island) as staff and the DRA felt it best met the criteria of the Destination Iowa Outdoor Recreation grant program and would produce the strongest application in a very competitive pool of applications. On March 10, 2023 the City was notified of the grant award by IEDA and that the amount of grant funding would be \$3,000,000 with a local match of \$12,442,961 for a total project cost of \$15,442,961.

Funding for the local match in the required amount of \$12,442,961 is as follows:

Greater Downtown TIF Taxable Debt:	\$8,784,961
DRA contribution:	\$3,658,000

The project vision is to create Schmitt Island as “Dubuque’s Gateway to Entertainment and the Mississippi” and was set forth in a Schmitt Island Master Plan developed in 2014 and updated in 2017 and also in the Schmitt Island Placemaking & Implementation Plan adopted in June 2017. The mission adopted for this exciting project is to create “*a connected island that welcomes visitors and the community to recreation, entertainment and the outdoors.*” The City and DRA are partnering on this impactful project to create a

unique and exciting gateway into Iowa that will help grow the economy across the State, build upon current outdoor recreational amenities already on the island, connect people to new economic opportunities, and attract tourists from all over the nation.

The overall project addresses the master plan, creative placemaking goals, and a top priority of the Dubuque City Council: increase foot traffic on Schmitt Island; build a recreational landmark and create a gateway and the “front door” to Iowa and Dubuque; bring people to Schmitt Island; leverage island programming for economic development; connect the island to Dubuque and the region; create a year-round destination; and create opportunities for education.

The open-air performance amphitheater will attract “A” and “B” national acts, as well as be a venue for local symphony, college and university performing groups, nonprofit events, and regional performances. The stage will be constructed with an “artful” stage canopy that will help create a sense of place, enhance acoustics, and protect performers from sun and weather. The amphitheater is planned as a versatile space to host varied audiences and sized for regional acts of up to 2,500 people and for national acts of 5,000 to 8,000 people.

The amphitheater will be accessed by ADA-compliant paths and trails connecting from other places on the island. The amphitheater will be constructed to allow the City and DRA to provide assistive technologies including I-Caption units (handheld closed caption devices), assistive listening devices (headphones that amplify the sound on stage), closed captioned performances, sign language interpreted performances, and D-scriptive audio devices that provide a detailed account of all onstage activity.

The three main components of the outdoor amphitheater are:

- Open air shelter with stage that will accommodate varied audience sizes from regional events of up to 2,500 people to national acts of 5,000 to 8,000 people with built in flexibility that will open up the facility for a variety of events and destination activities.
- Flexible open space to utilize the amphitheater for local events and activities in addition to a concert series with the ability to host local food trucks and experiential activities such as regional poetry events, arts and crafts festivals, sidewalk chalk competitions, etc.
- ADA-compliant outdoor amphitheater with ADA compliant connecting spaces leading to the amphitheater from other areas on the Island.

DISCUSSION

The Iowa Amphitheater on Schmitt Island Project will be bid as two separate public improvement contracts.

- Bid Package No. 1 (Demolition and Mass Grading)
- Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)

Bid Package No.1 was previously bid and contract was awarded on October 21st which includes the demolition and removal of existing structures including the dog kennel buildings, site clearing and mass grading for the amphitheater.

Bid Package No. 2 includes all the remaining work to construct the Amphitheater project including:

- Sanitary Sewer, Storm Sewer & Water Main Utility Work and Plumbing
- Electrical Controls and Lighting
- Structural Foundations
- Food and Beverage Facilities
- Parking and Walkway Paving
- Stage and Artful Canopy
- Newly Located Maintenance Building
- Irrigation Final Grading and Landscaping

PROJECT SCHEDULE

The project schedule for Bid Package No. 2 is as follows:

Initiate Public Bidding Process	November 4, 2024
Publish Notice to Bidders, Advertise for Bids	November 8, 2024
Publish Public Hearing Notice on Plans & Specs	November 8, 2024
Public Hearing on Plans & Specs	November 18, 2024
Receipt of Bid Proposals (Bid-Letting)	December 5, 2024
Award Construction Contract	December 16, 2024
Project Final Completion Date	January 23, 2026

The destination Iowa Grant requires that all work be under contract by December 31st, 2024.

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2. I further recommend establishing the date of November 18th, 2024 for the public hearing and authorizing the City to advertise for bids for the project.

BUDGET IMPACT

The current estimate of probable cost for Iowa Amphitheater on Schmitt Island Project – Bid Package No. 2 is as follows:

Description	Cost Estimate
Construction Contract (Bid Package No. 2)	\$ 9,702,000.00
Contingency (10%)	949,709.55
Consultant Design Services	1,161,375.00
Construction Admin, Engineering & Inspection	248,000.00
Total Project Cost Estimate	\$ 12,061,084.55

The anticipated funding for Bid Package No. 2 is as follows:

Project No.	Fund Description	Fund Amount
5575000022	State Grant – Destination Iowa	\$ 3,000,000.00
	Greater Downtown TIF Taxable Debt	8,561,084.54
	DRA Contribution - Local Match	500,000.00
Total Project Funding		\$ 12,061,084.54

The current estimate of probable cost for the entire Iowa Amphitheater on Schmitt Island Project is as follows:

Description	Cost Estimate
Construction Contract (Bid Package No. 1)	\$ 819,676.45
Construction Contract (Bid Package No. 2)	9,702,000.00
Remaining DRA Local Match ¹	2,108,000.00
Contingency (10%)	1,051,509.55
Consultant Design Services	1,451,775.00
Construction Admin, Engineering & Inspection	310,000.00
Total Project Cost Estimate	\$ 15,442,961.00

The project funding is summarized as follows:

Project No.	Fund Description	Fund Amount
5575000022	State Grant - Destination Iowa	\$ 3,000,000.00
	Greater Downtown TIF Taxable Debt	8,784,961.00
	DRA Contribution - Local Match	3,658,000.00
Total Project Funding		\$ 15,442,961.00

The Greater Downtown TIF Taxable Debt will be paid by the Dubuque Racing Association (DRA). Additionally, in accordance with the Destination Iowa Grant Agreement, the DRA will be contributing \$3,658,000.00 upfront as part of the local match for the overall project. The items associated with the DRA local match funds include deconstructing the current dog track and kennels to provide the location where the new amphitheater will be constructed (Bid Package No. 1). In addition, the DRA will be revamping its surface parking lot to accommodate the additional parking demand created by the new outdoor amphitheater and tourists visiting Schmitt Island. A portion of the parking lot work will be incorporated into Bid Package No. 2.

¹The use of remaining DRA funds associated with the local match are to be used in the vicinity to enhance the overall amphitheater project.

The bid proposal for the Bid Package No. 2 project includes a list of desired add-on amenities that are not included in the base bid estimate. The add-on amenities would enhance the overall project and may be chosen depending on the actual bid prices

received and the available budget. The add-on amenities may also be added to the project during construction via change order if it is determined that there is sufficient funding available. The list of add-on amenities is as follows:

- Entrance Cut Walls
- Additional Parking Lot Improvements
- Decomposed Granite Pathways
- Replace Seeding with Sod
- Stage Rigging
- Dog Track Drum Lighting Re-use and Retrofit for Artistic Welcoming Entry Sign
- Pavement Steel Reinforcement

REQUESTED ACTION

I respectfully request the City Council authorize initiating the public bidding process and set a public hearing on November 18th, 2024, and to preliminary approve the plans, specifications, form of contract and estimated cost for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 through the adoption of the attached resolution.

Prepared by: Nathan Steffen, Civil Engineer

cc: Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Marie Ware, Leisure Services Manager
Jill Connors, Economic Development Director
Wally Wernimont, Planning Services Manager
Chris Lester, Water Department Director
Max O'Brien, Civil Engineer
Tracy Schadle, Confidential Account Clerk
Alex Dixon, President & CEO, Q Casino & DRA

RESOLUTION NO. _____ -24

**IOWA AMPHITHEATER ON SCHMITT ISLAND PROJECT - BID PACKAGE NO. 2
(UTILITIES, PAVING & AMPHITHEATER STAGE)**

**PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS,
SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING
THE ADVERTISEMENT FOR BIDS**

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

The proposed plans, specifications, form of contract and estimated cost for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 (Utilities, Paving & Amphitheater Stage) in the estimated construction amount of \$9,702,000.00 are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 18th day of November, 2024, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 (Utilities, Paving & Amphitheater Stage) is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 5th day of December 2024. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 16th day of December 2024, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 4th day of November 2024.

Attest:

Adrienne N. Breittfelder, City Clerk

Brad M. Cavanagh, Mayor

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 18th day of November 2024, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council will hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Iowa Amphitheater on Schmitt Island Project - Bid Package No. 2 (Utilities, Paving & Amphitheater Stage)

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

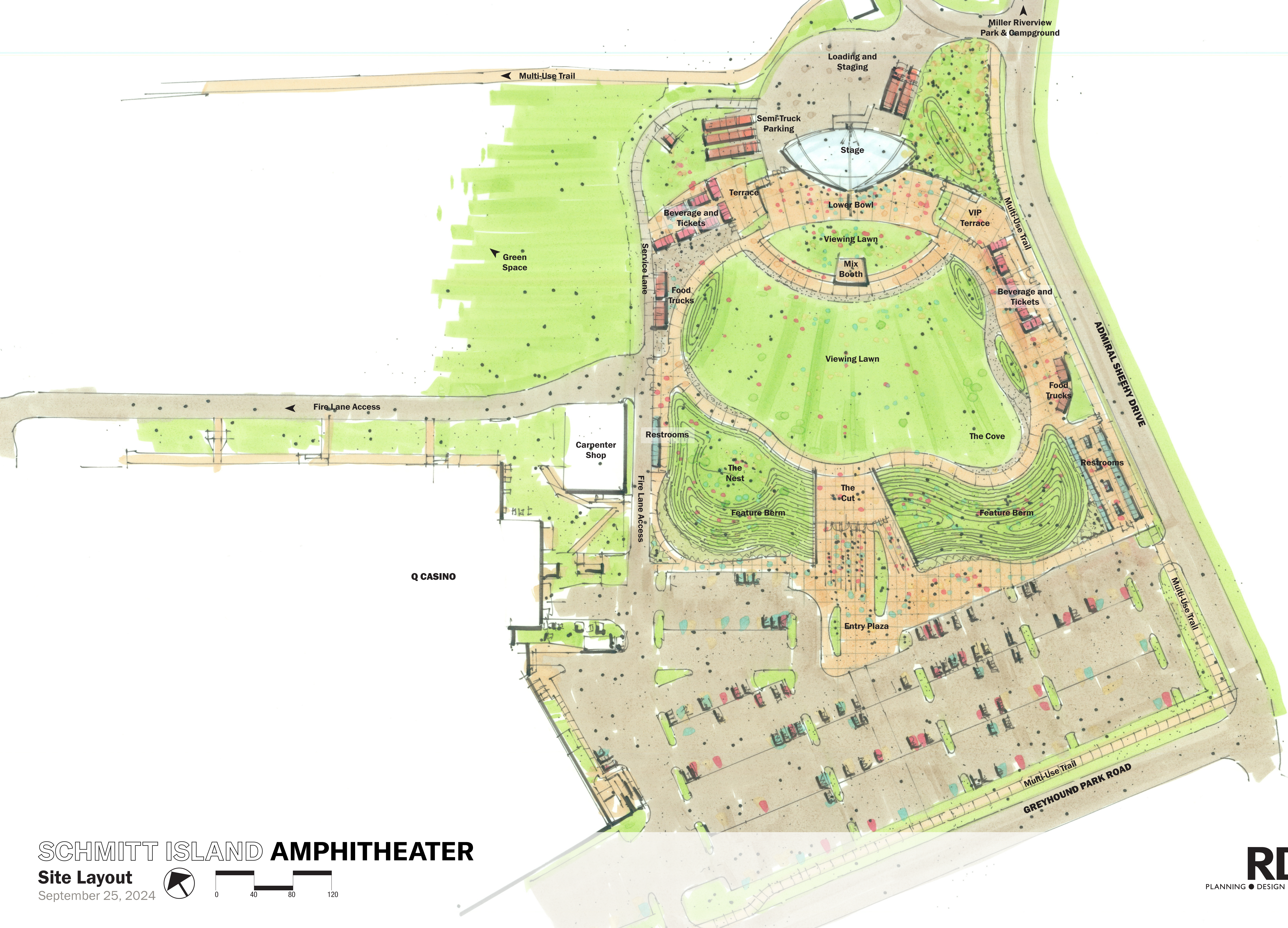
Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 18th day of November 2024.

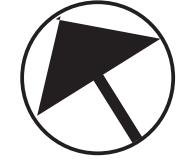
Adrienne N. Breitfelder, CMC, City Clerk



SCHMITT ISLAND AMPHITHEATER

Site Layout

September 25, 2024





Tour





RDg...
PLANNING • DESIGN

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE: Initiate Bid Process and Set Public Hearing for the Bunker Hill Irrigation Replacement Project Phase 3

SUMMARY: City Manager recommending City Council approval of the construction plans and specifications; estimated construction cost of \$360,000; and establish November 18, 2024, as the date of the public hearing and hereby authorize the Recreation Division Manager to advertise bids for the Bunker Hill Irrigation Replacement Project Phase 3 through adoption of the attached resolution.

RESOLUTION Bunker Hill Golf Course – Phase 3 Irrigation Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for November 18, 2024

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution
4. Public Hearing Notice

TO: The Honorable Mayor and City Council Members

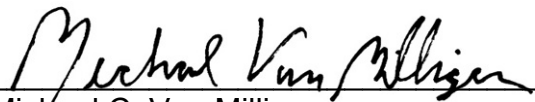
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Initiate Bid Process and Set Public Hearing for the Bunker Hill Irrigation Replacement Project Phase 3

DATE: October 30, 2024

Leisure Services Director Marie Ware is recommending City Council approval of the construction plans and specifications; estimated construction cost of \$360,000; and establish November 18, 2024, as the date of the public hearing and hereby authorize the Recreation Division Manager to advertise bids for the Bunker Hill Irrigation Replacement Project Phase 3 through adoption of the attached resolution.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Marie Ware, Leisure Services Director
Dan Kroger, Recreation Division Manager
Andy Unrau, Golf Course Superintendent
Jenny Larson, Chief Financial Officer
Jason Lehman, Assistant City Attorney

TO: Michael C. Van Milligen, City Manager
FROM: Marie L. Ware, Leisure Services Director
SUBJECT: Initiate Bid Process and Set Public Hearing for the Bunker Hill Irrigation Replacement Project Phase 3
DATE: October 28, 2024

INTRODUCTION

The purpose of this memorandum is to request approval to initiate the bid process and set the public hearing for the Bunker Hill Irrigation Replacement Project Phase 3.

BACKGROUND

The irrigation system for the tees and greens was installed around 1980 and the fairway system was added in 1992. In Fiscal Year 2011 the satellite controllers, master control panel, variable speed pump, backflow preventer, pump shelter and electrical controls were replaced. This project was Phase 1.

In Fiscal Year 2016, \$205,000 in CIP funding was approved to hire a consultant to design, develop bid specs and monitor construction for the 18-hole golf course irrigation system. This replacement project was designed by JBC landscape architects into 2 phases. These we called Phases 2 and 3. Each phase was made up of 9 holes (half) of the course. This project included full replacement of both greens and fairway lines and heads. Phase 2 was completed in the Spring of 2016.

The remaining PVC pipe has a life expectancy of 25 years in the ground. This means that the tees and greens were ready to be replaced in 2005 while the fairway lines have reached their expected lifespan. The PVC pipe is now brittle and cracks easily. We continue to see additional staff time fixing leaks as they occur more often as the system has aged.

In FY20 there was \$200,000 in CIP funds for Phase 3 of the project. The Council approved to initiate the bid process at their September 16, 2019 meeting. Bids were

solicited in the Fall of 2019. Unfortunately, all bids received were over budget and therefore rejected.

DISCUSSION

As designed, this project will result in efficiencies in overall water usage/monitoring, better irrigation coverage of the course, and the reduction in staff time due to lengthy repairs. These improvements will ultimately result in a better experience for the patrons.

At the September 21, 2015 City Council Public Hearing, the Bunker Hill Irrigation Plans and Specs developed by landscape architects, JBC, were approved for both Phase 2 and Phase 3 of the project. During the construction of Phase 2, there were minor adjustments to the plans due to the rocky terrain as well as adjusted head locations for improved irrigation results. These adjustments will have little effect to the plans and scope of project for Phase 3. The goal for this final phase of the project is to begin construction in the Fall of 2025. Based on current supply and contractor schedules, a contract will need to be committed this winter in order to get this project on the schedule for next fall. Per Assistant City Attorney Jason Lehman, staff may retain the original approved architect for this project.

PROJECT SCHEDULE

The schedule for the project is as follows:

Initiate Public Bidding Process & Set Public Hearing	November 4, 2024
Publish Notice to Bidders	November 5, 2024
Public Hearing	November 18, 2024
Receipt of Bid Proposals	November 27, 2024
Award Construction Contract	December 16, 2024
Project Completion Date	December 1, 2025

BUDGET IMPACT

In FY25, there is currently \$259,356 in CIP funding (Project #3444000011) to complete Phase 3 and finalize the irrigation replacement for the golf course. However, based on the current estimate of probable cost for the Bunker Hill Irrigation Project Phase 3, this project will cost closer to \$360,000 including the up to \$9,000 in construction administration fees for JBC. To cover the remaining balance, staff will be using available Golf Enterprise funding. Chief Financial Officer Jenny Larson approves of the use of the Golf Enterprise fund.

The project cost estimate is as follows:

Project Estimated Cost	\$ 360,000.00
Funding Sources	
Project #3444000011	\$ 259,356.00
Golf Enterprise Funds	\$ 100,644.00

RECOMMENDATION

I respectfully request Mayor and City Council approval of the construction plans and specifications; and establish November 18, 2024 as the date of the public hearing and hereby authorize the Recreation Division Manager to advertise bids for the Bunker Hill Irrigation Replacement Project Phase 3 through adoption of the attached resolution.

Prepared by: Dan Kroger, Recreation Division Manager

cc: Andy Unrau, Golf Course Superintendent
Jenny Larson, Chief Financial Officer
Jason Lehman, Assistant City Attorney

RESOLUTION NO. ____-22

BUNKER HILL GOLF COURSE – PHASE 3 IRRIGATION PROJECT

PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST

Whereas, Bunker Hill Golf Course is a popular community amenity within which the irrigation system is a vital component to playability and maintenance; and

Whereas, Phase 3 is the final phase of the project putting the golf course in its' best position to provide a quality product on an annual basis;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

The proposed plans, specifications, form of contract and estimated cost for the Bunker Hill Golf Course – Phase 3 Irrigation Project, in the estimated cost amount of \$360,000 are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 18th day of November 2024, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

Passed, approved and adopted this 4th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATED COST FOR THE BUNKER HILL IRRIGATION PROJECT PHASE 3.**

NOTICE IS HEREBY GIVEN: The City Council of the City of Dubuque, Iowa will hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Bunker Hill Irrigation Project Phase 3, in accordance with the provisions of Chapter 26, Code of Iowa, at 6:30 p.m., on the 18th day of November, 2024, in the Historic Federal Building Council Chambers (second floor) 350 W. 6th Street, Dubuque, Iowa. Said proposed plans, specifications, form of contract and estimated cost are now on file in the office of the City Clerk. At said hearing any interested person may appear and file objections thereto.

The scope of the Project is as follows:

This project will include the furnishing and install of phase 3 of a golf course irrigation plumbing and distribution system as shown in the bid specifications. The existing Toro OSMAC Irrigation Control System and satellite controllers shall be preserved. The project includes connections to existing pumping station and water supply, all electrical equipment and connections from the satellite controllers to the new irrigation heads as required to provide a complete and operational golf course irrigation system, as per city specifications.

Any visual or hearing-impaired persons needing special assistance or persons with special accessibility needs should contact the City Clerk's office at (563) 589-4120 or TDD at (563) 690-6678 at least 48 hours prior to the meeting.

Published by order of the City Council given on the 4th day of November, 2024.

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

BOARDS/COMMISSIONS # 1.

ITEM TITLE:

Boards and Commission Appointments

SUMMARY:

Appointments to the following commissions to be made at this meeting

Catfish Creek Watershed Management Authority

One, 4-Year term through July 16, 2028 (Vacant term of McGovern)

Applicant:

William H. Hendricks, 1801 S. Grandview

Equity and Human Rights Commission

One, 3-Year term through January 1, 2026 (Vacant term of Sanchez)

Applicants:

Luselena Bravo, 781 Cottage Place

Traci Phillipson, 2120 Rhomberg Ave

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview Sheet
2. Catfish Creek Watershed Management Authority Applicant
3. Equity and Human Rights Commission Applicants
4. Details and Openings

**APPLICATIONS FOR CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For Council Meeting,
Monday, November 4, 2024
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.
--

Catfish Creek Watershed Management Authority

One, 4-Year term through July 16, 2028 (Vacant term of McGovern)

Applicant:

- William H. Hendricks, 1801 S. Grandview

Equity and Human Rights Commission

One, 3-Year term through January 1, 2026 (Vacant term of Sanchez)

Applicants

- Luselena Bravo, 781 Cottage Place
- Traci Phillipson, 2120 Rhomberg Ave

BYLAWS GOVERNING THE ADMINISTRATION, DEVELOPMENT, OPERATION AND
MANAGEMENT OF THE

CATFISH CREEK WATERSHED MANAGEMENT AUTHORITY

PREAMBLE

The Catfish Creek Watershed Management Authority is a Watershed Management Authority as defined in Iowa Code chapter 466B. Iowa Code section 466B.22 provides that two or more political subdivisions (defined as including cities, counties and/or soil and water conservation districts located within the same United States Geological Survey Hydrologic Unit Code 10 watershed), may create by chapter 28E agreement pursuant to Iowa Code chapter 466B, subchapter II, a Watershed Management Authority. The purpose of such authorities is to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved.

These Bylaws are intended to create an organized structure to ensure a system to manage the activities of the Catfish Creek Watershed Management Authority and to serve as a communications link with participating political subdivisions.

ARTICLE I – AUTHORITY

- A. The Catfish Creek Watershed Management Authority is a Watershed Management Authority pursuant to Iowa Code Chapter 466B.
- B. The Catfish Creek Watershed Management Authority is established pursuant to the intergovernmental cooperation clause as set forth in Chapter 28E of the Iowa Code.
- C. Membership in the Catfish Creek Watershed Management Authority is limited to cities, counties, and soil and water conservation districts located within the Iowa portion of the Catfish Creek Watershed.
- D. The Catfish Creek Watershed Management Authority shall not make policy that would require a Member to change policies as set by its governing body or require a Member to contribute funds without official action of approval by that Member's governing body.
- E. No Member shall be required to contribute funds to the Authority and no action to contribute funds by a Director appointed by the Member is binding on the Member without approval by the governing board of that Member.

ARTICLE II – DEFINITIONS

- A. BOARD of DIRECTORS -- Comprised of the authorized representatives of the participating political subdivisions.
- B. MEMBER -- A political subdivision participating in the 28E Agreement that forms the Catfish Creek Watershed Management Authority.

- C. DIRECTOR – Authorized representative of a participating political subdivision (Member). Based upon watershed demographics, each political jurisdiction will
- D. INTERGOVERNMENTAL AGREEMENT – Legal document (Iowa 28E) signed by each participating subdivision to form a legal entity.
- E. QUORUM – Unless otherwise stated, a quorum is a simple majority of the Board of Directors.
- F. CCWMA – acronym for the Catfish Creek Watershed Management Authority
- G. CCWMA Administrators – Administration of the Authority will be co-coordinated by the Dubuque Soil and Water Conservation District's urban conservationist and a member of the City of Dubuque's engineering staff as appointed by the City Manager.

ARTICLE III – NAME AND PURPOSE

- A. The name of the organization shall be Catfish Creek Watershed Management Authority.
- B. The purpose of the organization shall be to enable cooperation in supporting watershed planning and improvements in the Iowa portion of the Catfish Creek Watershed for the mutual advantage of the Members. As outlined in Iowa Code Section 466B23, a Watershed Management Authority may perform all of the following:
 - 1. Assess the flood risks in the watershed.
 - 2. Assess the water quality in the watershed.
 - 3. Assess options for reducing flood risk and improving water quality in the watershed.
 - 4. Monitor federal flood risk planning and activities.
 - 5. Educate residents of the watershed area regarding water quality and flood risks.
 - 6. Allocate monies made available to the authority for purposes of water quality and flood mitigation.
 - 7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

ARTICLE IV – GOVERNANCE

- A. The affairs of the Catfish Creek Watershed Management Authority shall be conducted by the Board of Directors. Based upon watershed demographics, each member shall appoint representative's as follows:

- The City of Dubuque = 3 Directors
 - Dubuque County = 2 Directors
 - The City of Asbury = 1 Director
 - The City of Peosta = 1 Director
 - The City of Centralia = 1 Director
 - The Dubuque Soil and Water Conservation District = 1 Director
- B. The Directors shall serve staggered terms of four years. The initial Board shall determine, by lot, the initial terms to be shortened and lengthened, as necessary, to achieve staggered term
- C. If a Director is removed, a successor shall be appointed for the duration of the unexpired term of the removed Director.
- D. Each Director has one vote. A designated proxy may vote in the Director's absence.
- E. A Member may at any time remove a Director appointed by it for misfeasance, nonfeasance, or malfeasance in office.

ARTICLE V - COMMITTEES

- A. The Board shall elect an Executive Committee consisting of the Chair, Vice Chair/Chair Elect, Treasurer, and Secretary(s). All but the Secretary(s) must be elected from the Board's Directors. The Secretary(s) may or may not be a member of the Board.
- B. Executive Committee members are elected at the annual meeting in October pursuant to Article VIII.
- C. Other committees may be formed by the Board as necessary. However, the committee shall be in direct communication with the board or have a board member sit on the committee.
- D. All Members shall be notified of all committee meetings.

ARTICLE VI – OFFICERS

- A. Officers
1. The Chair, Vice Chair/Chair Elect, and Treasurer shall serve on the Board of Directors.
- B. Eligibility for office
1. The Vice Chair/Chair Elect may rotate between a representative from a county, a representative from a city, and a representative of a soil and water conservation district. Each year, the Board shall vote to rotate or keep the elected officers.
 2. The Secretary need not be a member of the Board, but may be a member of the Board.

C. Terms of office.

1. Officers are elected for two-year terms. They may be reappointed.

D. Duties

1. The Chair is expected to preside at all meetings of the Board and Executive Committee, and other duties as determined. Unless otherwise determined, the acting CCWMA administrators shall prepare an agenda in consultation with others.
2. The Vice Chair/Chair Elect is expected to preside at meetings in the absence of the Chair, assist the Chair in fulfilling his/her duties, and attend the Board and Executive Committee meetings.
3. The Secretary is expected to keep minutes and send copies of minutes and is responsible for any other correspondence of the group. The Secretary is expected to attend all Executive Committee meetings and Board meetings.
4. The Treasurer is expected to make a report at each Board meeting. The Treasurer shall assist in preparation of the budget, help develop fund raising plans, and make financial information available to the members and the public, and is expected to attend all Executive Committee and Board of Directors meetings.
5. In the event that both the Chair and Vice Chair are absent, the Treasurer shall serve as the pro-tem chairperson. The pro-tem chair shall be authorized to conduct the meeting and to sign any documents requiring signatures when said documents were the result of any action by the Board at the particular meeting.

E. Failure to Perform Duties.

1. If an officer is unable or unwilling to perform his or her duties as outlined in Article V, Section D, the Board will notify the appointing Member of the need for a new appointee.

ARTICLE VII – FINANCE

- A. A budget shall be adopted at the annual meeting.
- B. The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and such other funds as are necessary to support work pursuant to this Agreement.
 1. No action to contribute funds by a Director of the Authority is binding on the Member that he or she represents without official approval by the governing board of that Member. No Member shall be required to contribute funds to the Authority, except to fulfill any obligation previously made by official action by the governing body of the Member.

2. All funds received for use by the Authority shall be held in a special fund by the fiscal agent designated by the Board of Directors of the Catfish Creek Watershed Management Authority. When funds are provided as a grant or loan directed to a Member of the Authority for a project administered by that Member, the funds shall be retained and administered by that Member.

ARTICLE VIII – MEETINGS

- A. The Board shall generally meet quarterly at such time and place as may be designated by the CCWMA administrators and the Chair, and said meeting shall be known as the regular meeting of the Board.
 1. Directors and/or their proxies are expected to attend meetings whenever possible.
 2. Absences in excess of three consecutive, regularly scheduled meetings will result in notification to the Member that they may wish to consider a reappointment.
 3. A closed session may be held by affirmative vote of two-thirds of the members present in accordance with Iowa Code chapter 21A.
- B. Officers shall be elected at the first organizational meeting. In subsequent years, the annual meeting and installation of officers will be held in October. The Chair shall designate the day, time and place of the annual meeting.
- C. A special meeting may be called by the Chair, or by petition of five (5) or more Directors or Members, when necessary for specific purposes requiring Board action.
- D. All meetings shall be in compliance with the Iowa Open Meetings Law (Iowa Code chapter 21A). All documents will be available to the public and may be copied at cost, on demand.

ARTICLE IX – VOTING

- A. Elections shall be by ballot or in such manner as the Executive Committee determines.
- B. Successful candidates shall be elected by a majority of the membership.
- C. A simple majority of those present at a board of directors meeting shall suffice to pass a measure submitted for vote at a regular meeting.
- D. A simple majority of those present at a committee meeting shall suffice to pass a measure submitted for vote at a committee meeting.

ARTICLE X – CONTRACTS AND OBLIGATIONS

The Board of the Catfish Creek Watershed Management Authority shall not acquire, liquidate, dissolve, or sell all or substantially all of its assets; merge; consolidate; or

enter into external contracts without approval of a two-thirds majority of the Members.

ARTICLE XI – ENFORCEMENT PROCEDURES

A. Disputes.

1. Any dispute that arises concerning violations of policies and guidelines or concerning the terms of the Intergovernmental Agreement shall be heard by the Board of Directors.

ARTICLE XII – WITHDRAWAL FROM MEMBERSHIP

Any Member may withdraw from the Authority by the action of its governing board, unless the Authority then has unpaid debts or legal obligations, in which case the consent of the governing boards of the remaining Members to the withdrawal is required.

A. Obligations upon withdrawal from membership

1. A participating political subdivision terminating its participation in the Catfish Creek Watershed Management Authority shall continue to be fully obligated for all payments and other duties owed by such subdivision.
2. After terminating its participation, a political subdivision may re-apply to become an acting member of the CCWMA upon approval of the board by a majority vote.

B. Rights upon withdrawal membership

1. A participating political subdivision may request a copy of records pertaining to the participant.

ARTICLE XIII – PARLIAMENTARY AUTHORITY

All meetings of all committees, including the Assembly of the Whole, shall be conducted according to the latest edition of Robert's Rules of Order.

ARTICLE XIV – AMENDMENT OF BYLAWS

- A. These bylaws can be amended at any regular meeting of the Assembly of the Whole by a two-thirds vote of the membership, provided that the amendment has been submitted in writing at the previous regular meeting.
- B. Members shall be responsible for informing their governing body, if necessary, so their governing body may take action when the contract is renewed.

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Kerry Bradley](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 10/3/2024 12:48:54 PM

This sender is trusted.

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Catfish Creek Watershed Management Authority
Commission, or
Committee
applying for:

Name: (PLEASE William H. Hendricks
NOTE: Per City
Code 1-6A-13(H)
City employees
are not eligible
for appointment
to any City
committee,
board, or
commission)

Please enter the William H. Hendricks
best way to
pronounce your
name below:

How did you hear Through a Friend
about City of
Dubuque Boards
and
Commission?

If other, please specify:	<i>Field not completed.</i>
Gender (choose all that apply)	Man
If trans or transgender please specify:	<i>Field not completed.</i>
If another identity please specify:	<i>Field not completed.</i>
Street Address:	1801 S. Grandview
PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
City	DUBUQUE
State	IA
Zip Code:	52003-7920
Preferred Phone Number:	563-599-7976
Email Address(es):	bhendricks7814@gmail.com
Place of Employment:	Retired
Business Phone Number:	563-599-7976
Job Title/ Duties:	Retired. Former President of Hendricks Feed & Seed Co., Inc.
Please list your experience, skills and or education that have prepared you for service on this board/commission:	I own 195 acres of land south of Dubuque. This property has been in our family since 1959. I have two streams that originate on the property and flow into Swiss Valley and then into Catfish Creek. I also have a one acre pond that I protect from runoff. I have participated in REAP, EQIP, and CRP programs.
What	I have a vested interest in keeping our watersheds as pure as

contributions can possible.
you make or
state reason for
applying?

Describe your
experience
working in
diverse
environments:

I was a business owner who worked with the public for 40 plus years.
I also have worked closely with my farm tenant on my land to
minimize erosion and maintain waterways. I thus have both "urban"
and "rural" experiences.

Describe your
experience
engaging other
community
members to
gather their input
and opinions:

I am open minded and have listened to many opinions on various
topics as a business owner.

List two
references:
(Include their
name and phone
number)

Brian Kane. Attorney. 563-582-7980
Mike Van Milligan. City Manager. 563-589-4110

Are you currently
serving on other
Boards,
Commissions, or
Committees?

No

If yes, which?

Field not completed.

Have you served
on a Board,
Commission, or
Committee
before?

No

If yes, which?

Field not completed.

Have you
participated in the
City Life
program?

No

If so, when?

Field not completed.

Have you
participated in the
Intercultural
Competency
Program offered

No

through the City
of Dubuque or
other
organizations?

If yes to the
above question,
please list the
organization that
offered the
program and the
date of
completion:?

Field not completed.

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type
your name here
as electronic
verification):

William H Hendricks

Date:

10/03/2024

Email not displaying correctly? [View it in your browser.](#)

CHAPTER 2

EQUITY AND HUMAN RIGHTS COMMISSION

SECTION:

8-2-1: Commission Created

8-2-2: Purpose

8-2-3: Internal Organization And Rules

8-2-4: Procedures For Operation

8-2-5: Membership

8-2-6: Oath

8-2-7: Terms

8-2-8: Vacancies

8-2-9: Officers; Organization

8-2-10: Meetings

8-2-11: Compensation

8-2-12: Removal

8-2-13: Powers

8-2-14: Records To Be Public; Exceptions

8-2-15: Confidentiality Of Complaints

8-2-16: Subpoenas

8-2-1: COMMISSION CREATED:

There is hereby created the equity and human rights commission. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021)

8-2-2: PURPOSE:

The purpose of the commission is to hold hearings, compel the production of evidence, and determine the merits of complaints alleging unfair or discriminatory practices in housing, employment, education, credit, or places of public accommodation; to investigate and study the existence, character, causes, and extent of inequity and discrimination and to attempt to eliminate inequity and discrimination by educating the public and promoting equity and human rights in the community; and to take action in the community to promote equitable and inclusive behavior and to eliminate discrimination and advance equity based on age, race, creed, color, sex, national origin, religion, ancestry, disability, marital status, familial status, sexual orientation, or gender identity. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021)

8-2-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 45-15, 7-20-2015)

8-2-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 45-15, 7-20-2015)

8-2-5: MEMBERSHIP:

A. The commission comprises nine (9) residents of the city, appointed by the city council from various racial, religious, cultural, and social groups within the city.

B. Residents must be eighteen (18) years of age or older.

C. Membership on the commission must comply with the provisions of Iowa Code section 69.16A, relating to gender balance. No person can be appointed or reappointed to the commission if that appointment or reappointment would cause the number of members of one gender to be greater than one-half ($\frac{1}{2}$) of the membership of the commission plus one. If the city has made a good faith effort to appoint a qualified person to fill a vacancy on the commission for a period of three (3) months but has been unable to make a compliant appointment, the city must utilize a fair and unbiased method of selecting the best qualified applicants. (Ord. 45-15, 7-20-2015)

8-2-6: OATH:

Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 45-15, 7-20-2015)

8-2-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 45-

8-2-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 45-15, 7-20-2015)

8-2-9: OFFICERS; ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 45-15, 7-20-2015)

8-2-10: MEETINGS:

- A. Regular Meetings: The commission must meet monthly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:
 - 1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
 - 2. Attendance must be entered upon the minutes of all meetings.
- E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after each meeting, or by the next regularly scheduled city council meeting, whichever is later.
- F. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 45-15, 7-20-2015)

8-2-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 45-15, 7-20-2015)

8-2-12: REMOVAL:

The city council may remove any commissioner for cause upon written charges and after public hearing. (Ord. 45-15, 7-20-2015)

8-2-13: POWERS:

The commission serves in an advisory capacity to the City Council and has the following powers, duties, and responsibilities:

- A. To investigate and study the existence, character, causes, and extent of inequity and discrimination in public accommodations, employment, apprenticeship programs, on the job training programs, vocational schools, other educational institutions, and housing in the city and to attempt the elimination of such inequity and discrimination through education, conciliation, and recommended changes to policy and practice.
- B. To hold hearings upon any complaint made against a person, an employer, an employment agency, a labor organization, or the employees or members thereof, to subpoena witnesses and compel their attendance at such hearings, to administer oaths and take the testimony of any person under oath and to compel such person, employer, employment agency, labor organization, or employees or members thereof, to produce for examination any books and papers relating to any matter involved in such complaint. The commission will issue subpoenas for witnesses in the same manner and for the same purpose on behalf of the respondent upon the respondent's request. Such hearings may be held by the commission, by any commissioner, or by any hearing examiner appointed by the commission. If a witness either fails or refuses to obey a subpoena issued by the commission, the commission may petition the district court having jurisdiction for issuance of a subpoena and the court must, in a proper case, issue the subpoena. Refusal to obey such subpoena is subject to punishment for contempt.
- C. To develop recommendations for actions to strengthen policies, practices, services and programs that will, in the judgment of the commission, promote equitable and inclusive behavior that tends to eliminate inequity and discrimination.
- D. To prepare and transmit to the Mayor and City Council from time to time, but not less often than once each year, reports describing its proceedings, hearings conducted, and the outcome thereof, decisions rendered, and the other work performed by the commission.
- E. To make recommendations to the City Council concerning advancing equity, promoting inclusion, and addressing discrimination in order to improve quality of life, livability and equity for all residents.
- F. To cooperate, within the limits of any appropriations made for its operation, with other agencies or organizations, both public and private, whose purposes are consistent with those of this chapter, in the planning and conducting of programs designed to advance equity or eliminate discrimination or cultural and intergroup tensions.
- G. To adopt, publish, amend, and rescind regulations consistent with and necessary for the civil rights enforcement provisions of this chapter.
- H. To receive, administer, dispense, and account for any restricted funds that may be voluntarily contributed to the commission and any grants that may be awarded the commission for furthering the purposes of this title. No disbursements will be made of any restricted funds without authority from the City Council. (Ord. 45-15, 7-20-2015; amd. Ord. 33-21, 10-4-2021)

8-2-14: RECORDS TO BE PUBLIC; EXCEPTIONS:

All records of the commission are public except charges, complaints, reports of investigations, statements, and other documents or records obtained in investigation of any charges. (Ord. 45-15, 7-20-2015)

8-2-15: CONFIDENTIALITY OF COMPLAINTS:

No member of the commission or its staff will disclose the filing of a charge, the information gathered during the investigation, or the endeavors to eliminate such discriminatory or unfair practice by conference, conciliation, or persuasion unless such disclosure is made in connection with the conduct of such investigation or after the commission has held a public hearing upon a complaint filed in connection with such charge. This section does not prevent any complainant, witness, or other person from publicizing the filing of a charge or complaint or the matter therein complained of. (Ord. 45-15, 7-20-2015)

8-2-16: SUBPOENAS:

The commission may issue subpoenas and order discovery in aid of investigations under this title. Such subpoenas and discovery may be ordered to the same extent and subject to the same limitations as would apply for county attorney subpoenas. (Ord. 45-15, 7-20-2015)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Gisella Aitken](#); [Ann Marie Jannette](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 6/28/2024 12:05:46 PM

This sender is trusted.

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Equity and Human Rights Commission

Name: Luzelena Bravo

Please enter the best way to pronounce your name below: Luselena Bravo

How did you hear about City of Dubuque Boards and Commission? Other:

If other, please specify: Dave Heiar

Gender (choose all that apply) Woman

If trans or transgender please specify: Field not completed.

If another identity please specify: *Field not completed.*

Street Address: 781 Cottage Place

PLEASE NOTE:
you must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

City Dubuque

State Iowa

Zip Code: 52001

Preferred Phone Number: 563213-1241

Email Address(es): lbravo@Crescentchc.org

Place of Employment: Crescent Community Health Center

Business Phone Number: 563-690-2882

Job Title/ Duties: Community Health Worker
The primary duties:
Performs all job functions according to the mission and values of Crescent.
Maintains a working knowledge of applicable Federal, State, and local laws and regulations, Standards of Conduct, as well as other policies and procedures to ensure adherence in a manner that reflects honest, ethical, and professional behavior.
Maintains a professional, collaborative work environment to foster a positive public image for Crescent Community Health Center.
Knows and adheres to all laws and regulations pertaining to patient health, safety, and medical information (i.e., HIPAA, etc.)
Functions in an assistive role under the supervision of the Population health Manager retaining accountability for one's own actions and behaviors.
Help prevent cancer for an at-risk population by linking them to consistent medical care, screenings, and insurance/financial resource plans.
Help link patients to prevention services like alcohol/tobacco cessation, vaccinations, brain health, fitness center, and

nutrition/weight reduction consultation.

For patients needing cancer screenings or treatments, help coordinate specialty provider services that accept patient's insurance coverage.

Ensure patients have access to health education, transportation, and care coordination.

Embraces change and lifelong learning, taking personal accountability to seek out experiences that enhance the ability to maintain skills and competence in clinical practice and role performance.

Seeks feedback concerning one's own practice.

Attends required training.

Helps improve community resident's ability to effectively communicate with all health providers (physical health, dental health, behavioral health) Helps identify and reduce cultural and socio-economic barriers between clients and providers.

Helps identify and reduce cultural and socio-economic barriers between clients and providers.

Assists eligible clients to apply for publicly sponsored health care insurance plans, assisting with necessary follow-up, tracking and data collection to assure continuous enrollment. Including assisting in completing applications and registrations.

Assesses basic patient needs and refers patients to community resources including transportation resources and other community agencies to meet identified needs.

Advocates for clients' health needs. Acts as a liaison between communities, individuals, and other service providers by working cooperatively with personnel assigned to the patient.

Helps clients understand their health conditions; work with the Community Health Nurse, Care Coordinators, primary care providers and others to develop strategies to improve the client's health conditions and provide support.

Follows up with patients via phone calls, home visits and visits to other settings where patients are located.

Documents activity with client in designated format. May require knowledge of word processing and other software programs.

Respects the confidentiality of an individual or group, unless obligated to disclose under proper authorization or legal compulsion.

Work across all departments at Crescent to identify any gaps and provide continuity of care for improved patient care.

Please list your experience, skills and or education that have prepared you for service on this board/commission:

As a woman of color, I have encountered a range of lived experiences, encompassing both negative and positive aspects. For more than a decade, I have dedicated my efforts towards serving underserved communities. Currently, I am pursuing my undergraduate degree at Loras, focusing on public health and complementing it with a minor in Racial Justice.

What contributions can you make or state reason for applying?	As a woman of color, I can bring valuable insights by sharing my personal experiences and actively advocating for the marginalized communities in Dubuque.
Describe your experience working in diverse environments:	Working with diverse communities has been a mixed experience for me. While I appreciate the connection I feel with certain individuals, I am also acutely aware of the significant gaps in representation and the urgent need for policy changes to support and advocate for these communities.
Describe your experience engaging other community members to gather their input and opinions:	I am of the opinion that establishing a secure environment where individuals can freely express their personal experiences and concerns can lead to collaborative efforts in bringing about positive transformations for future generations.
List two references: (Include their name and phone number)	Clara Lopez-Ortiz 563-239-8965 Sarah Millner 563-564-1017
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	SheUnites Iowa Cancer Consortium League of United Latin American Citizens Dubuque Unidos
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	<i>Field not completed.</i>
Have you participated in the City Life program?	Yes
If so, when?	2023
Have you	No

participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?

If yes to the above question, please list the organization that offered the program and the date of completion:?

Field not completed.

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type your name here as electronic verification):

Luzelena Bravo

Date:

6/28/2024

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Gisella Aitken](#); [Ann Marie Jannette](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/9/2024 6:15:28 PM

This sender is trusted.

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Equity and Human Rights Commission

Name: Traci Phillipson

Please enter the best way to pronounce your name below: tray-see fill-up-son

How did you hear about City of Dubuque Boards and Commission? Through a Friend

If other, please specify: Field not completed.

Gender (choose all that apply) Woman

If trans or transgender please specify: Field not completed.

If another identity please specify: *Field not completed.*

Street Address: 2120 Rhomberg Ave

PLEASE NOTE:
you must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

City Dubuque

State IA

Zip Code: 52001

Preferred Phone Number: 9144507722

Email Address(es): traci.phillipson@gmail.com

Place of Employment: Loras College

Business Phone Number: *Field not completed.*

Job Title/ Duties: Assistant Professor

Please list your experience, skills and or education that have prepared you for service on this board/commission:

I have studied and taught on issue of social and political philosophy, including philosophy related to race and gender. I have taken a professional development course at Loras as part of our DEI initiative

What contributions can you make or state reason for applying?

I am interested in learning more about the Equity and human rights issues in Dubuque and helping to alleviate those issues. I would like to use my training and knowledge in the philosophical side of these issues to make a practical difference in the community

Describe your experience working in

I worked in diverse environments and an adjunct and visiting instructor in various colleges in WI and NY before coming to Dubuque. I grew up in a relatively diverse NYC suburb and was able

diverse environments:	to gain experience with a lot of difference cultures in that environment
Describe your experience engaging other community members to gather their input and opinions:	while I have little experience in this area directly, I often ask my students for input in how our class community is run and sometimes make changes based upon their feedback
List two references: (Include their name and phone number)	Felicia Carner 563-212-5885 Susan Crook 865-386-4497
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	<i>Field not completed.</i>
Have you participated in the City Life program?	No
If so, when?	<i>Field not completed.</i>
Have you participated in the Intercultural Competency Program offered through the City of Dubuque or other organizations?	No
If yes to the above question, please list the	<i>Field not completed.</i>

organization that
offered the
program and the
date of
completion:?

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type your name here as electronic verification): Traci Ann Phillipson

Date: 07/09/2024

Email not displaying correctly? [View it in your browser.](#)

CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 24

Indicates openings within 2024

Open

Indicates Current Opening

**

Indicates Public Member representing board or commission and appointed as a representative to a separate board or commission

AIRPORT COMMISSION

4 Yr. Term - Meets 4th Tuesday, 4 p.m., Airport Conf. Room

Public Member 1	Douglas	Brotherton	9/14/25
Public Member 2	Marianne	Kurtz-Weber	9/14/25
Public Member 3	Michael	Phillips	9/14/26
Public Member 4	Robert	Blocker	9/14/26
Public Member 5	Sue	Clemenson	9/14/24

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

County Rep.	Laurie	Guy	2/15/26
County Rep.	Mary	Goebel	2/15/26
Public Member 1	Open	Open	Unknown
ZBA Rep.	Rena	Stierman	3/25/27
ZBA Rep.	Jonathan	McCoy	3/25/26

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

County Rep.	Open	Open	12/31/26
County Rep.	Mary	Goebel	12/31/26
Public Member 1	Open	Open	12/31/26
ZAC Rep.	Richard	Russell	7/1/27
ZAC Rep.	Matthew	Mulligan	7/1/25

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

3 Yr. Term - Meets 4th Tuesday, 3:30 p.m., MFC or Varied locations

Business Pro 1	Franco	Menchaca	6/30/27
In Cultural & Entertain Dist. 1	Open	Open	6/30/27
Out Cultural & Entertain Dist. 1	Open	Open	6/30/25
Public Member 1	Shirley	Davis-Orwoll	6/30/25
Public Member 2	Doug	Donald	6/30/26
Public Member 3	Susan	Riedel	6/30/26
Public Member 4	Nicholas	Halder	6/30/25

BUILDING CODE ADVISORY AND APPEALS BOARD

3 Yr. Term -Meets on Call; 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/27
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/27
Altn. HVAC Construct Pro 1	Open	Open	1/1/27
Altn. Plumbing Construct Pro 1	Open	Open	1/1/27
Altn. Residential Construct Pro 1	Open	Open	1/1/27
Commercial Construct Pro 1	Open	Open	1/1/27
Electrical Construct Pro 1	Thomas	Townsend	1/1/27
HVAC Construct Pro 1	Corey	Valaskey	1/1/27
Multidisciplinary Rep. 1	Open	Open	1/1/27
Multidisciplinary Rep. 2	Open	Open	1/1/27
Plumbing Construct Pro 1	Open	Open	1/1/27
Residential Construct Pro 1	Open	Open	1/1/27

BOARD OF LIBRARY TRUSTEES

4 Yr. Term - Meets 4th Thur. 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Greg	Gorton	7/1/25

CABLE TELEVISION COMMISSION

3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Open	Open	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

CATFISH CREEK WATERSHED MANGT. AUTHORITY

4 Yr. term - Meets Quarterly

Public Member 1 **	Open	Open	7/16/28
Public Member 2	Open	Open	7/16/28

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of every third month,

3:30 p.m., Five Flags

Public Member 1	Danielle	Jacobs	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/25
Public Member 3	Brenda	Christner	6/29/25
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Open	Open	6/29/25

CIVIL SERVICE COMMISSION

4 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Scott	Crabill	4/6/26
Public Member 2	Carla	Heathcote	4/6/28
Public Member 3	Daniel	White	4/6/25

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/24
Low/Moderate Income Rep. 1	Open	Open	2/15/26
Low/Moderate Income Rep. 2	Open	Open	2/15/27
Low/Moderate Income Rep. 3	Gabriel	Mozena	2/15/27
Low/Moderate Income Rep. 4	Dominique	Jeter	2/15/25
Public Member 1	Open	Open	2/15/27
Public Member 2 **	Dean	Boles	2/15/25
Public Member 3	Michelle	Hinke	2/15/25
Public Member 4	Julie	Woodyard	2/15/26

Equity and Human Rights Commission**3 Yr. Term - Meets 2nd Tus. 4:30 p.m., MFC Conf. room 2**

Public Member 1	Rick	Baumhover	1/1/25
Public Member 2	Open	Open	1/1/26
Public Member 3	Matt	Zanger	1/1/26
Public Member 4	Jake	Kurczek	1/1/26
Public Member 5	Nikkole	Nutter	1/1/27
Public Member 6	Theresa	Sampson	1/1/27
Public Member 7	Maitha	Jolet	1/1/25
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/25

HISTORIC PRESERVATION COMMISSION**3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.**

Architect At-Large 1	Christina	Monk	7/1/26
Cathedral District 1	Open	Open	7/1/26
Jackson Park District 1	Janice	Esser	7/1/25
Langworthy District 1	Thea	Dement	7/1/26
Old Main District 1	Open	Open	7/1/27
Public Member 1	Heidi	Pettitt	7/1/27
Public Member 2	Bill	Doyle	7/1/27
Public Member 3	Tim	Gau	7/1/27
West 11th District 1	Rick	Stuter	7/1/25
Interim District Rep. 1	Open	Open	No Appointment Needed

HOUSING APPEALS AND MEDIATION BOARD**3 - Yr. Term - Meets on Call, 4:30 p.m., Federal Bldg.**

Public Member 1	Mary	Gotz	1/1/27
Public Member 2	Luke	Hoffmann	1/1/27
Public Member 3	Open	Open	1/1/27
Public Member 4	Lynn	Sutton	1/1/27
Public Member 5	Jeff	Lenhart	1/1/27

HOUSING COMMISSION**3 Yr. Term - Meets 4th Tues. (Jan, Aril, July, Oct), 4:00 p.m., Fed. Bldg.**

Public Member 1 **	Renee	Kehoe	8/17/27
Public Member 2	Ross	Janes	8/17/27
Public Member 3	Rick	Merfeld	8/17/25
Public Member 4	Open	Open	8/17/27
Public Member 5	Open	Open	8/17/27
Public Member 6	Cathy	Dickens	8/17/25
Public Member 7	Julietta	Scott	8/17/26
Public Member 8 **	Rick	Baumhover	8/17/25
Public Member 9 ** **	Amy	Eudaley	8/17/26
Section 8 Rep. 1	Open	Open	8/17/27

HOUSING TRUST FUND ADVISORY COMMITTEE**3 Yr. Term - Meets as needed, 7:30 a.m., Federal Bldg.**

Housing Commission Rep. 1	Rick	Baumhover	8/17/25
Housing Commission Rep. 2	Amy	Eudaley	8/17/26
Public Member 1	Open	Open	8/17/25
Public Member 2	Jim	Holz	8/17/27
Public Member 3	Michelle	Becwar	8/17/27

INVESTMENT OVERSIGHT ADVISORY COMMISSION**3 Yr. Term - Meets 4th Wed.(Jan., April, July, Oct.) 3 p.m., City Hall**

Public Member 1	Daniel	Garza	7/1/26
Public Member 2	Molly	Valaskey	7/1/27
Public Member 3	Open	Open	7/1/27
Public Member 4	Joshua	Merritt	7/1/25
Public Member 5	Gary	Ruden	7/1/25

LONG RANGE PLANNING ADVISORY COMM.**3 Yr. Term - Meets 3rd Wed. 5:30 p.m., Federal Bldg.**

Housing Commission Rep. 1	Rick	Merfeld	8/17/25
Public Member 1	Mark	Ward	7/1/26
Public Member 2	Michael	Rabagia	7/1/26
Public Member 3	Aaron	Miller	7/1/27
Public Member 4	Beth	McGrath	7/1/27
Public Member 5	Cliff	Conrad	7/1/25
Public Member 6	Open	Open	7/1/25

PARKS AND RECREATION ADVISORY COMMISSION**3 Yr. Term - Meets 2nd Tues., 4:30 p.m. MFC/Varied locations**

Public Member 1 **	Robin	Kennicker	6/30/26
Public Member 2	Ron	Axtell	6/30/26
Public Member 3	Jessica	Ochoa	6/30/26
Public Member 4	Jennifer	Tigges	6/30/27
Public Member 5	Lori	Ollendick	6/30/25
Public Member 6	Josh	Jorgenson	6/30/25
Public Member 7	Jason	Henkel	6/30/25

RESILIENT COMMUNITY ADVISORY COMMISSION**3 Yr. Term - Meets 1st Thur. 5:00 p.m. , Jule Op. & Train. Center**

Commission Cross Rep. 1	Open	Open	7/16/27
Commission Cross Rep. 2	Robin	Kennicker	6/30/26
Commission Cross Rep. 3	Dean	Boles	2/15/25
Public Member 1	Sandra	Evans	7/1/25
Public Member 2	Nolan	Bielinski	7/1/27
Public Member 3	Open	Open	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Rachel	Schmidt	7/1/27
Public Member 6	Jacob	Kohlhaas	7/1/25

TRANSIT ADVISORY BOARD**3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.****Intermodal Transit Station**

Public Member 1	Open	Open	7/30/25
Public Member 2	Open	Open	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	Open	Open	7/30/27

ZONING ADVISORY COMMISSION**3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg..**

Public Member 1 **	Matthew	Mulligan	7/1/25
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/27
Public Member 6	Troy	Froistad	7/1/27
Public Member 7	Pat	Norton	7/1/25

ZONING BOARD OF ADJUSTMENTS**5 Yr. Term - Meets 4th Thur., 5:30 p.m. Fed. Bldg..**

Public Member 1	Gwen	Kosel	3/25/29
Public Member 2 **	Keith	Ahlvin	3/25/25
Public Member 3	Jonathan	McCoy	3/25/26
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE: 2024 SRF Green Alley Project Public Hearing

SUMMARY: Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract, and estimated cost of \$1,342,614.00 for the 2024 SRF Green Alley Project through the adoption of the enclosed resolution, and City Manager recommending approval.
RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The 2024 SRF Green Alley Project

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 2024 SRF Green Alley - PH Staff Memo
3. 2024 SRF Green Alley Project - PH Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2024 SRF Green Alley Project
Public Hearing
Project No: 5581500018, 4281000045, 5581500020

DATE: October 29, 2024

City Engineer Gus Psihoyos is recommending City Council approve the plans, specifications, form of contract, and estimated cost of \$1,342,614.00 for the 2024 SRF Green Alley Project through the adoption of the enclosed resolution.

This Green Alley Project will include the reconstruction of three alleys in the downtown area. These alleys include the reconstruction of the alleys (2) between Iowa Street and Central Avenue from 15th to 17th streets. The third alley will be reconstructed between Central Avenue and White Street from 17th to 18th streets. The project will include replacement of water and sewer utilities in the corridor, including replacing private services for water and sewer. The private water services that are lead will be replaced from the main to the buildings.

The alley between Iowa Street and Central Avenue from 15th to 16th streets is planned to have special design for the pavers. Voices Studio approached the city to consider installing the pavers in this alley using a mosaic look. This mosaic pattern was developed by regional artists to pay respect to the native people of the land Dubuque occupies.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager

Gus Psihoyos, City Engineer
Jenny Larson, Chief Financial Officer
Arielle Swift, Public Works Director
Nathan Kelleher, Budget/Financial Analyst
Max O'Brien, Civil Engineer

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: October 28, 2024

SUBJECT: 2024 SRF Green Alley Project
Public Hearing
Project No: 5581500018, 4281000045, 5581500020

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the 2024 SRF Green Alley Project.

BACKGROUND

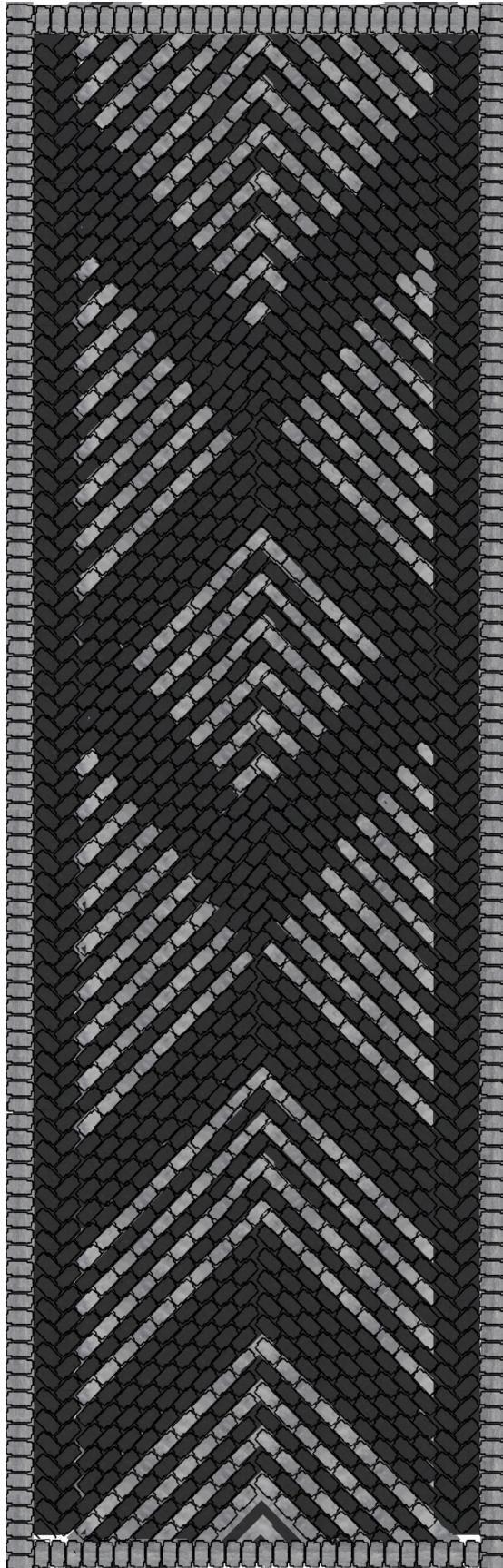
To date the city has reconstructed 81 alleys using interlocking concrete pavers to create "Green Alleys". Green Alleys help allow for water infiltration thus reducing runoff from rain events. The alleys also help with reducing total suspended solids, nitrogen and phosphorous from enter the storm sewer system in Dubuque.

The green alleys have historically been funded with clean water state revolving funds (SRF). The funds are leverage from sanitary sewer projects the city completes. In the past \$9.4 million was leveraged from the reconstruction of the Water Resource Recovery Center.

DISCUSSION

This Green Alley Project will include the reconstruction of three alleys in the downtown area. These alleys include the reconstruction of the alleys (2) between Iowa Street and Central Avenue from 15th to 17th streets. The third alley will be reconstructed between Central Avenue and White Street from 17th to 18th streets. The project will include replacement of water and sewer utilities in the corridor, including replacing private services for water and sewer. The private water services that are lead will be replaced from the main to the buildings.

The alley between Iowa Street and Central Avenue from 15th to 16th streets is planned to have special design for the pavers. Voices Studio approached the city to consider installing the pavers in this alley using a mosaic look. This mosaic pattern was developed by regional artists to pay respect to the native people of the land Dubuque occupies. An image of what the pattern looks like is below:



This project will use SRF funds to help pay for the paving portion of the work. American Rescue Plan (ARPA) funds will be used for the utility work planned. The SRF funds were leverage from the Bee Branch RR Culvert Project.

PUBLIC ENGAGEMENT

City staff have sent letters to the abutting property owners in this corridor and held individual meetings with property owners requiring permanent easements.

PROJECT SCHEDULE

The schedule for the Project is as follows:

Initiate Public Bidding Process	October 7, 2024
Publish Notice to Bidders, Advertise for Bids	October 11, 2024
Mail Notice to Affected Property Owners	October 11, 2024
Publish Public Hearing Notice on Plans & Specs	October 18, 2024
Publish First Public Hearing Notice to Property Owners	October 18, 2024
Publish Second Public Hearing Notice to Property Owners	October 25, 2024
Public Hearing on Plans & Specifications	November 4, 2024
Receipt of Bids (Bid Letting)	November 7, 2024
Award Construction Contract	November 18, 2024
Final Project Completion	September 30, 2025

RECOMMENDATION

I recommend that the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the 2024 SRF Green Alley Project.

BUDGET IMPACT

The estimate of probable cost for the 2024 SRF Green Alley Project is as follows:

Description	Cost Estimate
Construction	\$ 1,342,614.00
Contingency	134,261.40
Construction Engineering and Inspection	221,531.31
Total Construction Cost Estimate	\$ 1,698,406.71

The project funding summary is as follows:

CIP	Fund Description	Fund Amount
5586500018	Perv Pave BB RR Sponsor – SRF Funds	\$897,455.74
5586500018	Perv Pave BB RR Sponsor – ARPA Funds	312,385.00
5581500038	ARPA Funds	348,000.00
	Special Assessment – Alley Improvement, Residential	49,156.16
	Special Assessment – Alley Improvement, Commercial	66,394.45
	Special Assessment – Private Water Services	25,015.38
Total Project Funding		\$1,698,406.71

PROPERTY ASSESSMENTS

Low- to moderate-income property owners subject to alley assessment will be eligible for financial assistance of the alley assessment for the owner-occupied resident property depending on family size and income level.

According to State Code Section 384.62, the assessment shall not exceed twenty-five percent of the value of the lot as shown by the plat and schedule approved by the council. There is no assessment for this project that meets these criteria.

Abutting properties can pay assessment balances in excess over \$500 over a 15-year period with 3% interest. Abutting property owners can pay their assessment balances to the City Engineer within the first 30 days after receiving the final notice of special assessment to avoid interest charges.

ACTION TO BE TAKEN

I respectfully request the City Council approve the plans, specifications, form of contract, and estimated cost for the 2024 SRF Green Alley Project through the adoption of the enclosed resolution.

cc: Crenna Brumwell, City Attorney
Jenny Larson, Finance and Budget Director
Arielle Swift, Public Works Director
Nathan Kelleher, Finance
Max O'Brien, Civil Engineer

RESOLUTION NO. -24

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST FOR THE 2024 SRF GREEN ALLEY PROJECT**

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF DUBUQUE, IOWA:

That the plans, specifications, form of contract and cost for the 2024 SRF Green
Alley Project in the estimated amount \$1,342,614.00, are hereby approved.

Passed, approved and adopted this _____ day of _____, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 2.

ITEM TITLE: 2024 SRF Green Alley Project Special Assessments

SUMMARY: Proof of publication on notice of public hearing to consider City Council approve the Schedule of Assessments for the 2024 SRF Green Alley Project through the adoption of the enclosed resolutions, and City Manager recommending approval.
RESOLUTION With Respect To The Adoption Of The Resolution Of Necessity Proposed For The SRF Green Alley Bid 2024 SRF Green Alley Project
RESOLUTION Approving Schedule Of Assessments And Estimate Of Total Cost For The 2024 SRF Green Alley Bid Project

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 2024 SRF Green Alley - PH Assessment Memo
3. 2024 SRF Green Alley Project - Public Hearing Neccesity Resolution
4. 2024 SRF Green Alley Project - PH Assesement Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2024 SRF Green Alley Project
Special Assessments
Project No: 5581500018, 4281000045, 5581500020

DATE: October 30, 2024

City Engineer Gus Psihoyos is recommending City Council approve the Schedule of Assessments for the 2024 SRF Green Alley Project through the adoption of the enclosed resolutions.

This project will include the reconstruction of three alleys in the downtown area. These alleys include the reconstruction of the alleys (2) between Iowa Street and Central Avenue from 15th to 17th streets. The third alley will be reconstructed between Central Avenue and White Street from 17th to 18th streets. The project will include replacement of water and sewer utilities in the corridor, including replacing private services for water and sewer. The private water services that are lead will be replaced from the main to the buildings.

This project will use SRF funds to help pay for the paving portion of the work. American Rescue Plan (ARPA) funds will be used for the utility work planned. The SRF funds were leverage from the Bee Branch RR Culvert Project.

City staff have sent letters to the abutting property owners in this corridor and held individual meetings with property owners requiring permanent easements.

The estimate of probable cost for the 2024 SRF Green Alley Project is as follows:

Description	Cost Estimate
Construction	\$ 1,342,614.00
Contingency	134,261.40
Construction Engineering and Inspection	221,531.31
Total Construction Cost Estimate	\$ 1,698,406.71

The project funding summary is as follows:

CIP	Fund Description	Fund Amount
5586500018	Perv Pave BB RR Sponsor – SRF Funds	\$897,455.74
5586500018	Perv Pave BB RR Sponsor – ARPA Funds	312,385.00
5581500038	ARPA Funds	348,000.00
	Special Assessment – Alley Improvement, Residential	49,156.16
	Special Assessment – Alley Improvement, Commercial	66,394.45
	Special Assessment – Private Water Services	25,015.38
Total Project Funding		\$1,698,406.71

Low- to moderate-income property owners subject to alley assessment will be eligible for financial assistance of the alley assessment for the owner-occupied resident property depending on family size and income level.

According to State Code Section 384.62, the assessment shall not exceed twenty-five percent of the value of the lot as shown by the plat and schedule approved by the council. There is no assessment for this project that meets these criteria.

Abutting properties can pay assessment balances in excess over \$500 over a 15-year period with 3% interest. Abutting property owners can pay their assessment balances to the City Engineer within the first 30 days after receiving the final notice of special assessment to avoid interest charges.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jon Dienst, P.E.
Jenny Larson, Chief Financial Officer
Arielle Swift, Public Works Director
Nathan Kelleher, Budget Finance Analyst
Max O'Brien, Civil Engineer

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

RE: 2024 SRF Green Alley Project
Special Assessments
Project No: 5581500018, 4281000045, 5581500020

DATE: October 28, 2024

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the 2024 SRF Green Alley Project related to the levying of special assessments.

BACKGROUND

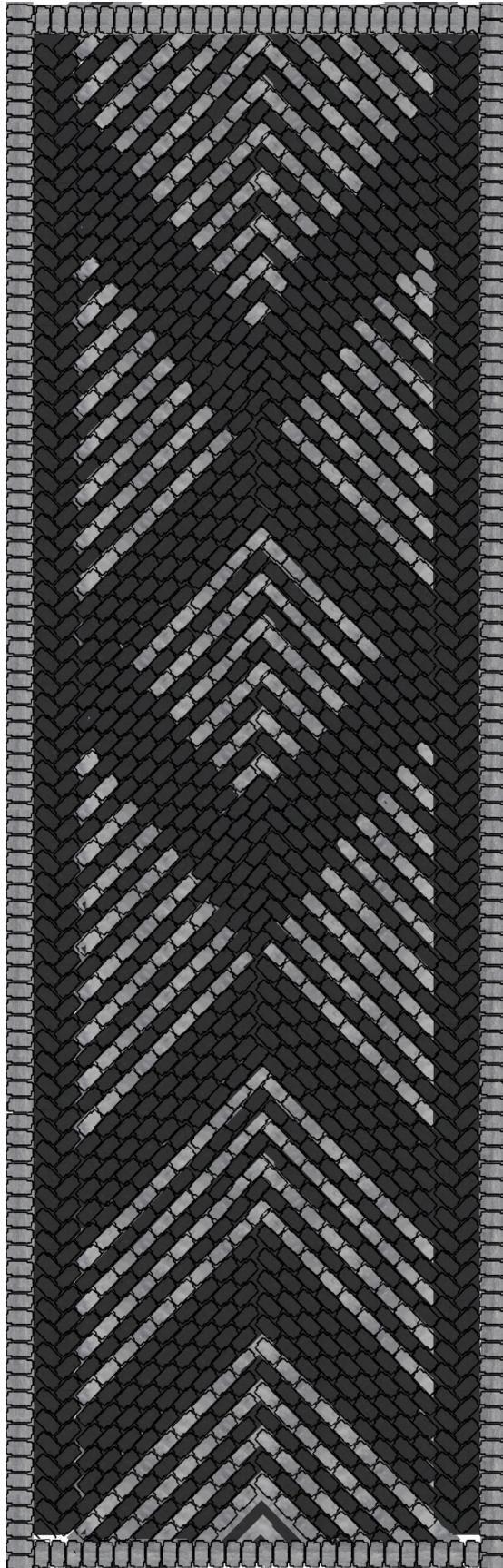
To date the city has reconstructed 81 alleys using interlocking concrete pavers to create "Green Alleys". Green Alleys help allow for water infiltration thus reducing runoff from rain events. The alleys also help with reducing total suspended solids, nitrogen and phosphorous from enter the storm sewer system in Dubuque.

The green alleys have historically been funded with clean water state revolving funds (SRF). The funds are leverage from sanitary sewer projects the city completes. In the past \$9.4 million was leveraged from the reconstruction of the Water Resource Recovery Center.

DISCUSSION

This project will include the reconstruction of three alleys in the downtown area. These alleys include the reconstruction of the alleys (2) between Iowa Street and Central Avenue from 15th to 17th streets. The third alley will be reconstructed between Central Avenue and White Street from 17th to 18th streets. The project will include replacement of water and sewer utilities in the corridor, including replacing private services for water and sewer. The private water services that are lead will be replaced from the main to the buildings.

The alley between Iowa Street and Central Avenue from 15th to 16th streets is planned to have special design for the pavers. Voices Studio approached the city to consider installing the pavers in this alley using a mosaic look. This mosaic pattern was developed by regional artists to pay respect to the native people of the land Dubuque occupies. An image of what the pattern looks like is below:



This project will use SRF funds to help pay for the paving portion of the work. American Rescue Plan (ARPA) funds will be used for the utility work planned. The SRF funds were leverage from the Bee Branch RR Culvert Project.

PUBLIC ENGAGEMENT

City staff have sent letters to the abutting property owners in this corridor and held individual meetings with property owners requiring permanent easements.

PROJECT SCHEDULE

The schedule for the Project is as follows:

Initiate Public Bidding Process	October 7, 2024
Publish Notice to Bidders, Advertise for Bids	October 11, 2024
Mail Notice to Affected Property Owners	October 11, 2024
Publish Public Hearing Notice on Plans & Specs	October 18, 2024
Publish First Public Hearing Notice to Property Owners	October 18, 2024
Publish Second Public Hearing Notice to Property Owners	October 25, 2024
Public Hearing on Plans & Specifications	November 4, 2024
Receipt of Bids (Bid Letting)	November 7, 2024
Award Construction Contract	November 18, 2024
Final Project Completion	September 30, 2025

RECOMMENDATION

I recommend that the City Council conduct a public hearing and approve the schedule of assessments for the 2024 SRF Green Alley Project.

BUDGET IMPACT

The estimate of probable cost for the 2024 SRF Green Alley Project is as follows:

Description	Cost Estimate
Construction	\$ 1,342,614.00
Contingency	134,261.40
Construction Engineering and Inspection	221,531.31
Total Construction Cost Estimate	\$ 1,698,406.71

The project funding summary is as follows:

CIP	Fund Description	Fund Amount
5586500018	Perv Pave BB RR Sponsor – SRF Funds	\$897,455.74
5586500018	Perv Pave BB RR Sponsor – ARPA Funds	312,385.00
5581500038	ARPA Funds	348,000.00
	Special Assessment – Alley Improvement, Residential	49,156.16
	Special Assessment – Alley Improvement, Commercial	66,394.45
	Special Assessment – Private Water Services	25,015.38
Total Project Funding		\$1,698,406.71

PROPERTY ASSESSMENTS

Low- to moderate-income property owners subject to alley assessment will be eligible for financial assistance of the alley assessment for the owner-occupied resident property depending on family size and income level.

According to State Code Section 384.62, the assessment shall not exceed twenty-five percent of the value of the lot as shown by the plat and schedule approved by the council. There is no assessment for this project that meets these criteria.

Abutting properties can pay assessment balances in excess over \$500 over a 15-year period with 3% interest. Abutting property owners can pay their assessment balances to the City Engineer within the first 30 days after receiving the final notice of special assessment to avoid interest charges.

ACTION TO BE TAKEN

I respectfully request the City Council approve the Schedule of Assessments for the 2024 SRF Green Alley Project through the adoption of the enclosed resolutions.

Attach.

cc: Crenna Brumwell, City Attorney
Jenny Larson, Finance and Budget Director
Arielle Swift, Public Works Director
Nathan Kelleher, Finance
Max O'Brien, Civil Engineer

RESOLUTION NO. -24

RESOLUTION WITH RESPECT TO THE ADOPTION OF THE RESOLUTION OF NECESSITY PROPOSED FOR THE SRF GREEN ALLEY BID 2024 SRF GREEN ALLEY PROJECT

Whereas, the City Council has proposed a Resolution of Necessity for the 2024 SRF Green Alley Bid Project and has given notice of the public hearing thereon as required by law; and

Whereas, the public hearing has been held, all persons offering objections have been heard and consideration given to all objections and is pending before this Council; and

Whereas, this is the time and place set as provided for the taking of action on the proposed Resolution of Necessity.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

That the proposed Resolution of Necessity described above is hereby:

____ Adopted, without amendment, and all objections filed or made having been duly considered are overruled.

____ Adopted as amended by the Preliminary Schedule of Assessments attached hereto as Exhibit A and made a part hereof by reference. All objections filed or made having been duly considered are overruled.

____ Deferred for later consideration to a City Council meeting to be held on the ____ day of _____, 2024, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, with jurisdiction retained for further consideration and action at the adjourned meeting.

____ Abandoned.

Passed, adopted and approved this 4th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, City Clerk

RESOLUTION NO. -24

**APPROVING SCHEDULE OF ASSESSMENTS AND ESTIMATE OF TOTAL COST
FOR THE 2024 SRF GREEN ALLEY BID PROJECT**

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF DUBUQUE, IOWA:

That the attached plat, schedule of assessments, and estimate of total cost for the
2024 SRF Green Alley Bid Project are hereby approved.

Passed, approved and adopted this 4th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 3.

ITEM TITLE:	Petition to Vacate the Alley Right of Way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light)
SUMMARY:	Proof of publication on notice of public hearing to consider City Council approve the vacating and disposal of the alley right of way property described as Lot 186A Finley's Addition in the City of Dubuque, Iowa in response to a request from adjacent property owner Interstate Power and Light Company be approved through the adoption of the enclosed resolutions, and City Manager recommending approval. RESOLUTION Vacating The Alley Between The West Line Of Finley Street And The East Line Of Bunker Hill Road, In Finley's Addition To The City Of Dubuque, In The City Of Dubuque, Iowa, To Be Known As Lot 186A Finley's Addition In The City Of Dubuque, Iowa RESOLUTION Disposing Of City Interest In Lot 186A Finley's Addition In The City Of Dubuque, Iowa
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 1 alliante bunker hill alley vacate memo hold PH
3. 2 alliant bunker hill alley Resolution Vacating
4. 3 alliant bunker hill alley Resolution disposing of City Interest
5. 4 alliant bunker hill alley vacate plat recorded
6. 5 set public hearing resolution alliant bunker hill alley vacate
7. 6 alliant bunker hill alley vacate agreement fully executed

TO: The Honorable Mayor and City Council Members

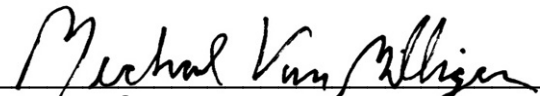
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Petition to Vacate the Alley Right of Way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light

DATE: October 30, 2024

City Engineer Gus Psihoyos is recommending City Council approve the vacating and disposal of the alley right of way property described as Lot 186A Finley's Addition in the City of Dubuque, Iowa in response to a request from adjacent property owner Interstate Power and Light Company be approved through the adoption of the enclosed resolutions.

I concur with the recommendation and respectfully request Mayor and City Council approval.



Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Nate Kieffer, PE/PLS

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Petition to Vacate the Alley Right of Way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Interstate Power and Light Company)

DATE: October 28, 2024

INTRODUCTION

This is in response to a request from property owner Interstate Power and Light Company (IPL) for the vacating of the alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa, adjacent to the IPL property at Bunker Hill Road and Finley Street in the City of Dubuque, Iowa.

BACKGROUND

IPL owns the adjacent properties on both sides of the subject alley area to be vacated. The City of Dubuque has entered into an agreement (see fully executed agreement attached) with IPL for the sale of City owned property in order to accommodate the construction of the new Bunker Hill Substation. As part of that agreement, the property owner is responsible for the surveying and platting of the proposed division of the property and right of way vacation as well as all costs for publication and filing fees.

DISCUSSION

The attached plat shows the alley right of way area proposed to be vacated. The alley right of way area to be vacated is described as Lot 186A Finley's Addition in the City of Dubuque, Iowa. The street right of way area to be vacated needs to be platted. The Atwell Group has prepared the attached vacation plat.

The City Council approved the platting of Lot 186A and the setting of a public hearing to vacate and dispose of the property at its October 21, 2024 meeting. A copy of the recorded vacation plat and public hearing resolution are attached to this memo.

RECOMMENDATION

I am recommending the vacating and disposal of city interest in the alley right of way property described as Lot 186A Finley's Addition in the City of Dubuque, Iowa through adoption of the enclosed resolution.

ACTION TO BE TAKEN

I respectfully request that the vacating and disposal of the alley right of way property described as Lot 186A Finley's Addition in the City of Dubuque, Iowa be approved through the adoption of the enclosed resolutions.

Prepared by Nate Kieffer, PE/PLS

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Adrienne Breitfelder, City Clerk, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4100

RESOLUTION NO. -24

RESOLUTION VACATING THE ALLEY BETWEEN THE WEST LINE OF FINLEY STREET AND THE EAST LINE OF BUNKER HILL ROAD, IN FINLEY'S ADDITION TO THE CITY OF DUBUQUE, IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN AS LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA

Whereas, the City of Dubuque has entered into an agreement with Interstate Power Company for the conveyance of City Owned property comprised of the Alley Between the West Line of Finley Street and the East Line of Bunker Hill Road, in Finley's Addition to the City of Dubuque, in the City of Dubuque, Iowa to accommodate the construction of a new power substation facility; and

Whereas, Interstate Power and Light Company has requested the vacation of the Alley Between the West Line of Finley Street and the East Line of Bunker Hill Road, in Finley's Addition to the City of Dubuque, in the City of Dubuque, Iowa and the conveyance of said property to Interstate Power and Light Company per said agreement; and

Whereas, Atwell Group has prepared and submitted to the City Council a plat showing the proposed vacated Alley Between the West Line of Finley Street and the East Line of Bunker Hill Road, in Finley's Addition to the City of Dubuque, in the City of Dubuque, Iowa and assigned a lot number thereto, to be known as Lot 186A Finley's Addition in the City of Dubuque, Iowa; and

Whereas, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 25th day of October 2024, the City Council of the City of Dubuque, Iowa met on the 4th day of November 2024, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350

West 6th Street, Dubuque, Dubuque County, Iowa to consider the request to vacate; and

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the request to vacate; and

Whereas, the City Council of the City of Dubuque, Iowa, has determined that the proposed vacation of Lot 186A Finley's Addition in the City of Dubuque, Iowa should be approved.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the real estate described as Lot 186A Finley's Addition in the City of Dubuque, Iowa, be and the same is hereby vacated.

Passed, approved and adopted this 4th day of November_2024

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa (563) 589-4270
Returned to: Adrienne Breitfelder, City Clerk, City of Dubuque, 50 W. 13th Street, Dubuque, Iowa (563) 589-4100

RESOLUTION NO. -24

RESOLUTION DISPOSING OF CITY INTEREST IN LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA

Whereas, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 25th day of October 2024, the City Council of the City of Dubuque, Iowa met by virtual means on the 4th day of November, 2024, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Dubuque County, Iowa to consider the proposal for the sale of real estate described as:

Lot 186A Finley's Addition in the City of Dubuque, Iowa

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the proposal to sell such real estate.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the conveyance of City of Dubuque real property described as Lot 186A Finley's Addition in the City of Dubuque, Iowa, to Interstate Power and Light Company be and the same is hereby approved. Conveyance shall be by Quit Claim Deed.

Section 2. That the Mayor be authorized and directed to execute a Quit Claim Deed, and the City Clerk be and is hereby authorized and directed to deliver said deed of conveyance to Interstate Power and Light Company.

Section 3. That the City Clerk be and is hereby authorized and directed to record a certified copy of this resolution in the offices of the City Assessor, Dubuque County Recorder and Dubuque County Auditor.

Passed, approved and adopted this 4th day of November 2024

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

INDEX LEGEND

LOCATION:
LOT 186A FINLEY'S ADDITION
IN THE CITY OF DUBUQUE, IOWA
PART OF SECTIONS 22 & 23, T89N, R2E
OF THE 5TH P.M., DUBUQUE, IOWA
RICHARD KULLANDER - ALLIANT ENERGY
CITY OF DUBUQUE
50 W 13TH ST., DUBUQUE, IA 52001
ERIC W. BRAND
ATWELL, LLC
1250 E. DIEHL RD. SUITE 300
NAPERVILLE, IL 60563
KALLRED@ATWELL-GROUP.COM

REQUESTOR:
PROPRIETOR:
SURVEYOR:
COMPANY:
RETURN TO:

PLAT OF SURVEY (VACATION)
OF

LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA, BEING PART OF SECTIONS 22 AND 23,
TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, DUBUQUE COUNTY, IOWA

LOT 1 OF INTERSTATE PLACE AS
RECORDED IN BK 900 PG 81;
RECORDER'S OFFICE OF DUBUQUE
COUNTY, IA
PIN: 1023353001
INTERSTATE POWER
COMPANY

LOT 2 OF INTERSTATE
PLACE AS RECORDED IN BK
900 PG 81; RECORDER'S
OFFICE OF DUBUQUE
COUNTY, IA
PIN: 1023353002
INTERSTATE POWER
COMPANY

LOT 2 OF FABER
PLACE AS RECORDED
IN BK 900 PG 81;
RECORDER'S OFFICE OF
DUBUQUE COUNTY, IA
PIN: 1023353003
INTERSTATE POWER
COMPANY

LOT 185, FINLEY'S
ADDITION AS RECORDED IN
BK 20 PG 275;
RECORDER'S OFFICE OF
DUBUQUE COUNTY, IA
PIN: 1023353009
BECKER,
MARGARET A. 22"E
N64°44'08"N

LOT 1 OF ALLIANT
BUNKER HILL ADDITION
RECORDED JULY 19,
2023 AS FILE NUMBER
2023-00006895;
RECORDER'S OFFICE OF
DUBUQUE COUNTY, IA
PIN: 1023353004
INTERSTATE POWER
& LIGHT CO. (N)

LOT 187 OF FINLEY'S
ADDITION AS RECORDED
IN BK "G" PG 94;
RECORDER'S OFFICE OF
DUBUQUE COUNTY, IA
PIN: 1023353007
ROLWES, DALLAS R
& ASHLEY M

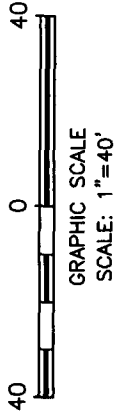
LOT 186 OF FINLEY'S
ADDITION AS RECORDED IN
BK "G" PG 94; RECORDER'S
OFFICE OF DUBUQUE COUNTY,
IA
PIN: 1023353008
DAC INC

LOT 1 SUBDIVISION OF
S. J. FINLEY
RECORDED IN BK 22 PG 225;
RECORDER'S OFFICE OF
DUBUQUE COUNTY, IA
PIN: 1023353010
PUSATERI,
JARRON M &
ALLISON M



Doc ID: 011282630006 Type: GEN
Kind: VACATION
Recorded: 10/24/2024 at 12:10:24 PM
Fee Amt: \$32.00 Page 1 of 6
Dubuque County Iowa
Karol Kennedy Recorder
File 2024-00010167

GRAPHIC SCALE
SCALE: 1"=40'
BASIS OF BEARING:
IOWA STATE PLANE
(NAD83)



LEGEND

(R) RECORD
(M) MEASURED
o F FOUND MONUMENT
o S SET CAPPED 5/8" IRON ROD
— BOUNDARY LINE
— BOUNDARY ADJACENT / ROW LINE

SEE SHEET 2-4 FOR LEGAL
DESCRIPTIONS, LEGEND,
SURVEYOR'S CERTIFICATE,
GENERAL NOTES, AREA TABLE,
AND BASIS OF BEARING

SHEET 1 OF 4

PROJECT NO.: 22002524
DATE: MARCH 1, 2024



866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005876

3200 City Engineer

DR: STP
CAD FILE: 22002524PS-02 ALLEY.DWG

PLAT OF SURVEY (VACATION)
OF

LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA, BEING PART OF SECTIONS 22 AND 23,
TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, DUBUQUE COUNTY, IOWA

LEGAL DESCRIPTION:

FOR THE VACATION OF ALL OF THE ALLEY BETWEEN THE WEST LINE OF FINELY STREET AND THE EAST LINE OF BUNKER HILL ROAD, FINLEY'S ADDITION TO THE CITY OF DUBUQUE, ACCORDING TO THE PLAT AS RECORDED IN BOOK "0" PAGE 94 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 OF ALLIANT BUNKER HILL ADDITION AS RECORDED JULY 19, 2023 AS FILE NUMBER 2023-00006895 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA; THENCE N03°42'47"W 20.72 FEET (RECORDED AS 20.00 FEET) ALONG THE EASTERLY RIGHT OF WAY LINE OF BUNKER HILL ROAD; THENCE N64°45'00"E 260.57 (RECORDED AS 260.57 FEET AND 261.37 FEET) FEET ALONG THE SOUTHERLY LINE OF LOT 2 OF FABER PLACE IN THE CITY OF DUBUQUE, IOWA AS RECORDED IN BOOK 17 PAGE 103 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA, AND ALSO ALONG THE SOUTHERLY LINE OF LOTS 1 AND 2 OF INTERSTATE PLACE IN THE CITY OF DUBUQUE, IOWA, AS RECORDED IN BOOK 900 PAGE 81 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA, TO THE WESTERLY RIGHT OF WAY LINE OF FINLEY STREET; THENCE S26°23'21"E 19.23 FEET (RECORDED AS 20.00 FEET) ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID FINLEY STREET TO THE NORTHEAST CORNER OF LOT 2 SUBDIVISION OF LOT 185 OF FINLEY'S ADDITION AS RECORDED IN BOOK 20, PAGE 275 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA; THENCE S64°44'22"W 268.56 FEET ALONG THE NORTHERLY LINE OF SAID LOT 2 SUBDIVISION OF LOT 185 FINLEY'S ADDITION, LOTS 186 AND 187 OF FINLEY'S ADDITION AS RECORDED IN BOOK "0" PAGE 94 RECORDER'S OFFICE OF DUBUQUE COUNTY, IOWA, AND SAID LOT 1 OF ALLIANT BUNKER HILL ADDITION TO THE PLACE OF BEGINNING; CONTAINING 0.117 ACRES, MORE OR LESS, AND BEING SUBJECT TO EASEMENTS, CONDITIONS, RESTRICTIONS, AND EXCEPTIONS OF RECORD, IF ANY.

GENERAL NOTES:

1. COMPARE ALL DISTANCES AND POINTS IN FIELD AND REPORT ANY DISCREPANCIES IN SAME TO SURVEYOR AT ONCE.
2. NO DIMENSIONS SHOULD BE ASSUMED BY SCALING.
3. THE FIELD WORK WAS COMPLETED ON FEBRUARY 28, 2023.
4. PROPERTY CONTAINS 5,093 SQ. FT ± OR 0.117 ACRES ±.
5. A TITLE COMMITMENT WAS NOT PROVIDED TO ATWELL, LLC, THEREFORE ADDITIONAL EASEMENTS, SERVITUDES AND RIGHTS MAY AFFECT THE PROPERTY DESCRIBED HEREON, THAT ARE NOT SHOWN ON THIS SURVEY.
6. THE UNADJUSTED ERROR OF CLOSURE IS LESS THAN ONE IN FIVE THOUSAND.

BASIS OF BEARINGS:

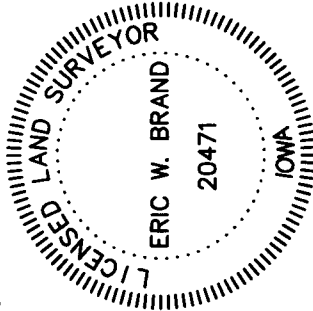
BEARINGS, DISTANCES AND ACREAGE SHOWN ON THIS SURVEY ARE BASED ON IOWA STATE PLANE GRID VALUES, NORTH ZONE, NAD83 DATUM, U.S. SURVEY FOOT.

STATE OF MICHIGAN)
COUNTY OF KALKASKA) SS

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

Eric W. Brand
(SIGNATURE) 3/18/24 (DATE)

ERIC W. BRAND
IA-20471
ATWELL, LLC
MY LICENSE EXPIRES DECEMBER 31, 2024
PAGES COVERED BY THIS SEAL: SHEETS 1 & 2



AREA		
	SQ. FT.±	ACRE±
TOTAL AREA	5,093	0.117

SHEET 2 OF 4
PROJECT NO.: PROJECT NO.: 22002524
DATE: DATE: MARCH 1, 2024



866.850.4200 www.atwell-group.com
1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005876

DR: STP
CAD FILE: 22002524PS-02 ALLEY.DWG

PLAT OF SURVEY (VACATION)
OF

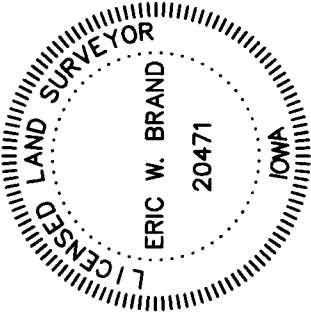
LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA, BEING PART OF SECTIONS 22 AND 23,
TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, DUBUQUE COUNTY, IOWA

SURVEYOR'S CERTIFICATE

I, ERIC W. BRAND, A DULY LICENSED LAND SURVEYOR IN THE STATE OF IOWA, DO HEREBY CERTIFY THAT THE FOLLOWING REAL ESTATE WAS SURVEYED AND PLATTED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, TO WIT:

LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA.

THIS SURVEY WAS PERFORMED FOR THE PURPOSE OF SUBDIVIDING AND PLATTING SAID REAL ESTATE HENCEFORTH TO BE KNOWN AS LOT 186A FINLEY'S ADDITION, IN THE CITY OF DUBUQUE, IOWA. TOTAL AREA OF LOT 186A IS 0.117 ACRES (5,093 SQUARE FEET). LOT AREAS ARE, MORE OR LESS, AND ALL LOTS ARE SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD AND NOT OF RECORD, THE PLAT OF WHICH IS ATTACHED HERETO AND MADE A PART OF THIS CERTIFICATE.



BY: Eric W. Brand DATE: 3/18/24
ERIC W. BRAND LICENSE RENEWAL DATE: 12/31/24 LICENSE NO. 20471
#20471

OWNER'S CONSENT

DUBUQUE, IOWA

October 23, 2024

THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A FINLEY'S ADDITION, IN THE CITY OF DUBUQUE, IOWA IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS AND PROPRIETORS OF LOT 186A IN FINLEY'S ADDITION TO THE CITY OF DUBUQUE, IOWA, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF DUBUQUE, IOWA. LOT 186A FINLEY'S ADDITION, IN THE CITY OF DUBUQUE, IOWA TO BE VACATED

[Signature]
MAYOR OF THE CITY OF DUBUQUE, IA

Adrienne Breitfelder
CLERK OF THE CITY OF DUBUQUE, IA

STATE OF IOWA)
COUNTY OF DUBUQUE) SS:

ON THIS 23 DAY OF October, AD 2024, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF IOWA, PERSONALLY APPEARED BRAD M. CAVANAGH IS THE MAYOR AND ADRIENNE N. BREITFELDER IS THE CLERK FOR THE CITY OF DUBUQUE, IOWA TO ME PERSONALLY KNOWN, WHO, BEING DULY SWORN DID SAY THAT SAID BRAD M. CAVANAGH AND ADRIENNE N. BREITFELDER THAT THE SEAL AFFIXED TO THE ABOVE INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND THAT SAID BRAD M. CAVANAGH IS THE MAYOR AND ADRIENNE N. BREITFELDER IS THE CLERK FOR THE CITY OF DUBUQUE, IOWA, ACKNOWLEDGED THE EXECUTION OF SAID INSTRUMENT TO BE THE VOLUNTARY ACT AND DEED BY IT VOLUNTARILY EXECUTED.

WITNESS MY HAND AND NOTARIAL SEAL OF THE DATE ABOVE WRITTEN.

Lynn L. Blus
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA
MY COMMISSION EXPIRES 09/20/2025



SHEET 3 OF 4
PROJECT NO.: PROJECT NO.: 22002524
DATE: DATE: MARCH 1, 2024



1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005876

DR: STP
CAD FILE: 22002524PS-02 ALLEY.DWG

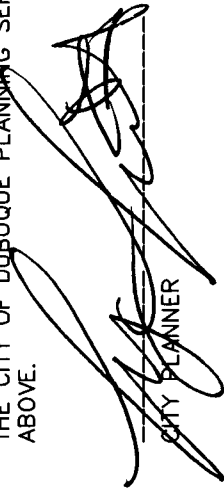
PLAT OF SURVEY (VACATION)
OF

LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA, BEING PART OF SECTIONS 22 AND 23,
TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE FIFTH PRINCIPAL MERIDIAN, DUBUQUE COUNTY, IOWA

CITY OF DUBUQUE PLANNING SERVICES

DUBUQUE, IOWA October 23 2024

THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A FINLEY'S
ADDITION, IN THE CITY OF DUBUQUE, IOWA WAS REVIEWED AND APPROVED BY
THE CITY OF DUBUQUE PLANNING SERVICES ON THE DATE FIRST WRITTEN
ABOVE.


CITY PLANNER

CITY ASSESSOR'S CERTIFICATE

DUBUQUE, IOWA October 24 2024

THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A FINLEY'S
ADDITION, IN THE CITY OF DUBUQUE, IOWA WAS ENTERED OF RECORD IN THE
OFFICE OF THE CITY ASSESSOR OF THE CITY OF DUBUQUE, IOWA, ON THE DATE
FIRST WRITTEN ABOVE.


CITY ASSESSOR OF THE CITY OF DUBUQUE, IOWA

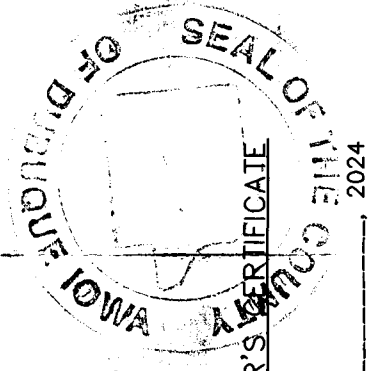
CITY OF DUBUQUE, IOWA

DUBUQUE, IOWA October 23 2024

THE UNDERSIGNED, BRAD M. CAVANAGH IS THE MAYOR AND ADRIENNE N.
BREITFELDER IS THE CLERK OF THE CITY OF DUBUQUE, IOWA, DO HEREBY
CERTIFY THAT THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A
FINLEY'S ADDITION, IN THE CITY OF DUBUQUE, IOWA ON

October 21, 2024 AS RESOLUTION
328-24 AND THAT THE CITY COUNCIL OF THE CITY OF
DUBUQUE, IOWA APPROVES SAID PLAT.


MAYOR OF THE CITY OF DUBUQUE, IA
Adrienne Breitfelder
CLERK OF THE CITY OF DUBUQUE, IA



COUNTY AUDITOR'S CERTIFICATE

DUBUQUE, IOWA Oct. 24 2024

THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A FINLEY'S
ADDITION, IN THE CITY OF DUBUQUE, IOWA WAS ENTERED OF RECORD IN THE
OFFICE OF THE DUBUQUE COUNTY AUDITOR THIS 24th DAY OF
October, 2024.

WE APPROVE OF THE SUBDIVISION NAME OR TITLE TO BE RECORDED.


COUNTY AUDITOR OF DUBUQUE, IOWA

RECORDER'S CERTIFICATE

DUBUQUE, IOWA Oct. 24th 2024

THE FOREGOING PLAT OF SURVEY (VACATION) OF: LOT 186A FINLEY'S
ADDITION, IN THE CITY OF DUBUQUE, IOWA HAS BEEN REVIEWED BY THE
DUBUQUE COUNTY RECORDER.


DUBUQUE COUNTY RECORDER



SHEET 4 OF 4

PROJECT NO.: PROJECT NO.: 22002524
DATE: DATE: MARCH 1, 2024



866.850.4200 www.atwell-group.com

1250 EAST DIEHL ROAD, SUITE 300
NAPERVILLE, IL 60563
DESIGN FIRM #184-005876

DR: STP
CAD FILE: 22002524PS-02 ALLEY.DWG

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RESOLUTION NO. 328-24

RESOLUTION APPROVING PLAT OF PROPOSED VACATED ALLEY BETWEEN THE WEST LINE OF FINLEY STREET AND THE EAST LINE OF BUNKER HILL ROAD, IN FINLEY'S ADDITION TO THE CITY OF DUBUQUE, IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN AS LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a plat dated April 11, 2023 prepared by Atwell Group, showing the proposed vacated Alley Between the West Line of Finley Street and the East Line of Bunker Hill Road, in Finley's Addition to the City of Dubuque, in the City of Dubuque, Iowa and assigned a lot number thereto, to be known Lot 186A Finley's Addition in the City of Dubuque, Iowa; and

Whereas, said plat conforms to the laws and statutes pertaining thereto.

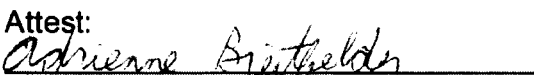
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the plat dated April 11, 2024, prepared by Atwell Group, relative to the real estate hereinabove described be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plat for and on behalf of the City of Dubuque, Iowa.

Section 2. That the City Clerk be and is hereby authorized and directed to file said plat and certified copy of this resolution in the office of the Recorder in and for Dubuque County, Iowa.

Passed, approved and adopted this 21st day of October, 2024.


Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

CERTIFICATE *of the* CITY CLERK

STATE OF IOWA)
) SS:
COUNTY OF DUBUQUE)

I, Adrienne N. Breitfelder, City Clerk, do hereby certify that I am the duly appointed, qualified, City Clerk of the City of Dubuque, Iowa, in the County aforesaid, and as such City Clerk, I have in my possession or have access to the records of the proceedings of the City Council. I do further state that the hereto attached **Resolution No. 328-24** is a true and correct copy of the original.

In Testimony Whereof, I hereunto set my hand and official seal of the City of Dubuque, Iowa.

Dated at Dubuque, Iowa, on this 23 day of October 2024.



Adrienne Breitfelder
Adrienne N. Breitfelder, City Clerk

RESOLUTION NO. 333-24

RESOLUTION OF INTENT TO VACATE AND DISPOSE OF THE ALLEY BETWEEN THE WEST LINE OF FINLEY STREET AND THE EAST LINE OF BUNKER HILL ROAD, IN FINLEY'S ADDITION TO THE CITY OF DUBUQUE, IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN AS LOT 186A FINLEY'S ADDITION IN THE CITY OF DUBUQUE, IOWA

Whereas, the City of Dubuque has entered into an agreement with Interstate Power Company for the conveyance of City Owned property comprised of the Alley Between the West Line of Finley Street and the East Line of Bunker Hill Road, in Finley's Addition to the City of Dubuque, in the City of Dubuque, Iowa to accommodate the construction of a new power substation facility; and

Whereas, Interstate Power and Light Company has requested the vacation of the Alley Between the West Line of Finley Street and the East Line of Bunker Hill Road, in Finley's Addition to the City of Dubuque, in the City of Dubuque, Iowa and the conveyance of said property to Interstate Power and Light Company per said agreement; and

Whereas, Atwell Group has prepared and submitted to the City Council a plat showing the proposed vacated Alley Between the West Line of Finley Street and the East Line of Bunker Hill Road, in Finley's Addition to the City of Dubuque, in the City of Dubuque, Iowa and assigned a lot number thereto, to be known as Lot 186A Finley's Addition in the City of Dubuque, Iowa.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the City of Dubuque intends to vacate and dispose of Lot 186A Finley's Addition in the City of Dubuque, Iowa.

Section 2. That a public hearing on the intent to vacate and dispose of Lot 186A Finley's Addition in the City of Dubuque, Iowa, Iowa is hereby set for the 4th day of November, 2024, at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to vacate said real estate to be published in the manner as prescribed by law.

Passed, approved and adopted this 21st day of October, 2024.


Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder
Adrienne N. Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa will hold a public hearing on the 4th day of November 2024 at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to vacate and convey the alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa to Interstate Power Company, said real property is more particularly described as follows:

Alley Between the West Line of Finley Street and the East Line of Bunker Hill Road, in Finley's Addition to the City of Dubuque, in the City of Dubuque, Iowa, to be known as Lot 186A Finley's Addition in the City of Dubuque, Iowa

At the meeting, the City Council will receive in-person and virtual comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://cityofdubquue.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubquue.org. At said time and place of public hearings all interested citizens and parties will be given an opportunity to be heard for or against said proposal.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubquue.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments received by the City Clerk's Office before said time of public hearing.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubquue.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 21st day of October 2024.

Adrienne N. Breitfelder, CMC City Clerk

**AGREEMENT
BY AND BETWEEN
INTERSTATE POWER AND LIGHT COMPANY
AND
THE CITY OF DUBUQUE, IOWA**

This Agreement, dated for reference purposes the 10th day of October, 2024, is made and executed between the City of Dubuque, Iowa, (City), a municipal corporation, and Interstate Power and Light Company (IPL).

WHEREAS, IPL is requesting the vacation and sale of the entire 5,097 square feet alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa, and adjacent to its existing property, as shown on attached Exhibit A, in order to accommodate the construction of the new Bunker Hill Substation; and

WHEREAS, IPL and City desire to enter into an agreement with respect to the proposed alley right of way vacation as set forth herein.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1. CITY RESPONSIBILITIES. City agrees as follows:

1.1 To vacate and sell approximately 5,097 square feet of alley right of way in the block bounded by Finley Street, Green Street, and Bunker Hill Road in Finley's Addition in the City of Dubuque, Iowa, shown on Exhibit A, to IPL for Forty-One Thousand Three Hundred Ninety-Two Dollars and 95/100 (\$41,392.95), to accommodate the construction of the new Bunker Hill Substation.

1.2 Upon receipt of the Plat of Survey for the area proposed to be vacated and purchased, submitting the required documents to the City Council to be set for a public hearing and formal approval.

1.3 Subject to City Council approval and reimbursement to City for publication and filing fees, City will execute and deliver a Quit Claim Deed to IPL for the vacated property.

SECTION 2. IPL RESPONSIBILITIES. IPL agrees as follows:

2.1 To submit a request to City to vacate and a sketch or plat of the area to be vacated.

2.2 To pay Forty-One Thousand Three Hundred Ninety-Two Dollars and 95/100 (\$41,392.95) to City for the purchase of the vacated right of way at the closing. The closing on the property shall be no later than September 1, 2024.

2.3 To reimburse City for the cost of all surveying, publication, and filing fees of Two Hundred Dollars (\$200.00) associated with the vacating and sale process promptly upon receipt of a statement from City.

2.4 To prepare a Plat of Survey at IPL's expense by a Licensed Land Surveyor for the alley right of way which will show the boundaries of the area and assign a legal description to the property.

2.5 Within thirty (30) days of closing, at IPL's expense to consolidate the vacated alley property with another adjacent property owned by IPL to create one lot or parcel that conforms to the City of Dubuque Planning and Zoning Bulk Standards for the combined lots.

SECTION 3. NOTICES.

All notices and correspondence related to this Agreement must be sent to the following:

If to Developer: Manager of Real Estate and Right of Way
Alliant Energy
P.O. Box 351
1800 Randall Pla
Dubuque, IA 52003

If to City: City of Dubuque, Iowa
Attention: Gus Psihoyos, City Engineer
50 West 13th Street
Dubuque, Iowa 52001

SECTION 4. DEFAULT. In the event of default by IPL, City reserves the right to seek specific performance in Iowa District Court for Dubuque County.

SECTION 5. MISCELLANEOUS.

5.1 This Agreement may not be assigned without the prior written permission of the City. Such written approval will not be unreasonably withheld.

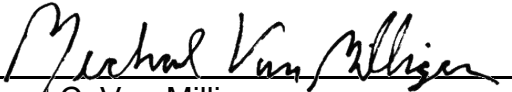
5.2 This Agreement represents the entire Agreement between the parties. There are no verbal additions to this Agreement, and all amendments, additions or changes to this Agreement must be in writing and agreed to by both parties.

5.3 All covenants, conditions, and provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

5.4 This Agreement is governed by the laws of the state of Iowa and venue for any action arising from or related to this Agreement will be in the District Court of Iowa, Dubuque County, Iowa.

5.5 If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

CITY OF DUBUQUE, IOWA

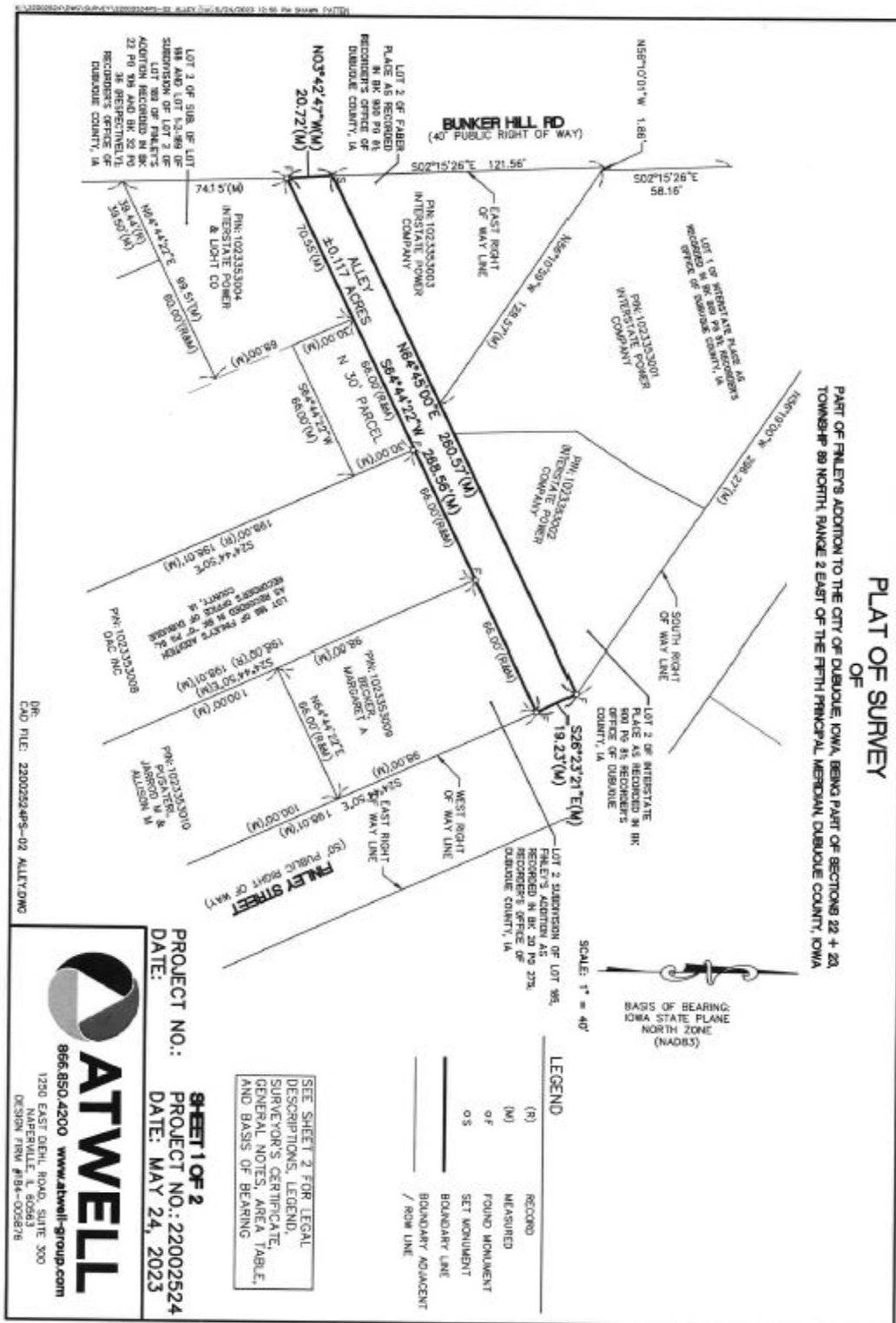
By: 
Michael C. Van Milligen
City Manager

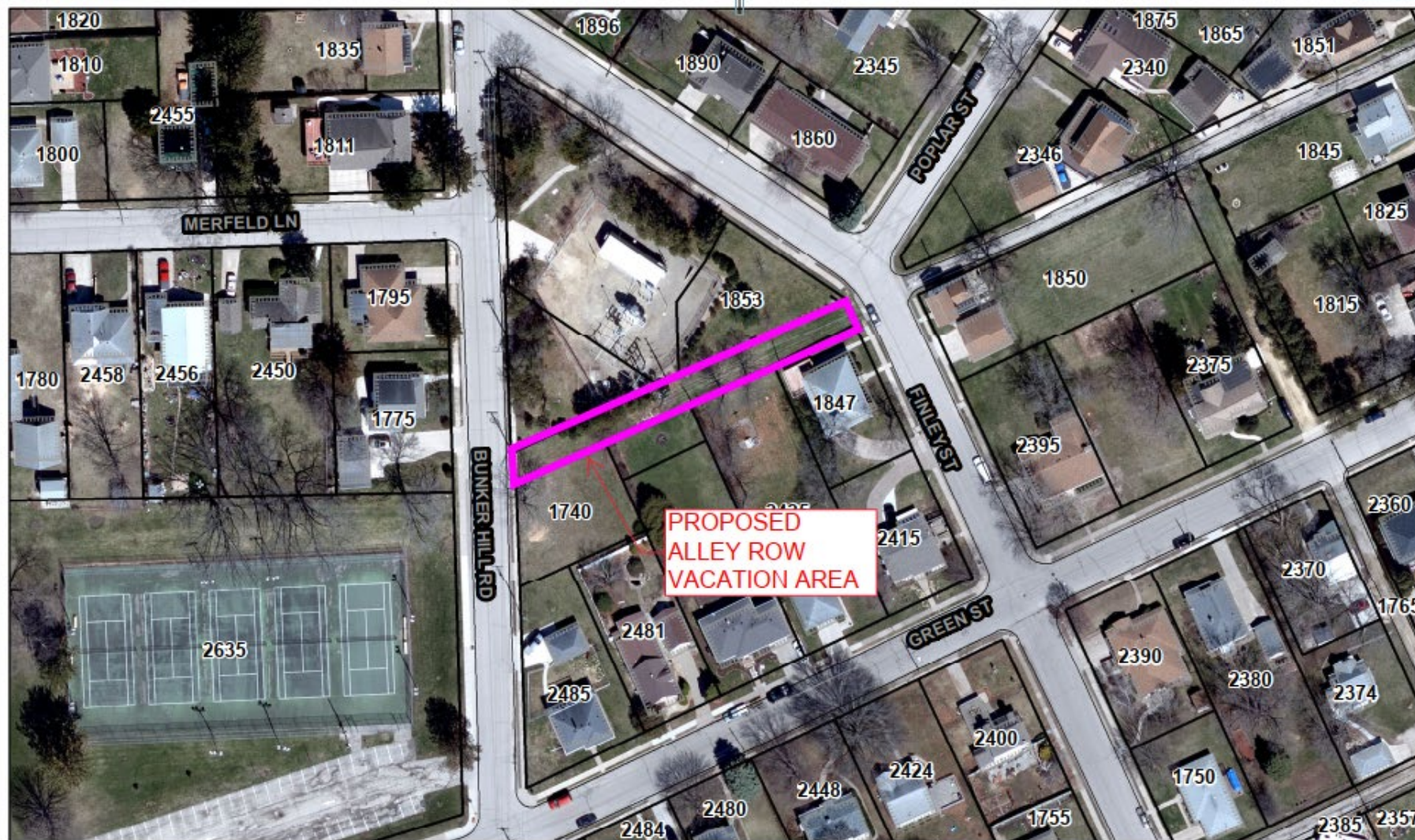
**INTERSTATE POWER AND LIGHT
COMPANY**

By: 
Heather Dee, Manager of Real Estate
and Right of Way, Joint Facilities, and
Permitting

EXHIBIT A

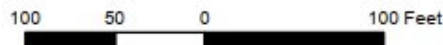
PROPOSED VACATED ALLEY RIGHT-OF-WAY





DISCLAIMER: This information was compiled using the Dubuque Area Geographic Information System (DAGIS), which includes data created by both the City of Dubuque and Dubuque County. It is understood that, while the City of Dubuque and participating agencies utilized the most current and accurate information available, DAGIS and its suppliers do not warrant the accuracy or currency of the information or data contained herein. The City and participating agencies shall not be held liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of the data or information by any entity to use this data or out of any breach of information protection.

1 inch = 100 feet



Map Prepared by:
City of Dubuque
Engineering Division
50 West 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4270
Fax: (563) 589-4205

**City of Dubuque
City Council**

PUBLIC HEARINGS # 4.

ITEM TITLE: Kerper Boulevard Lift Station Project Public Hearing

SUMMARY: Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and estimated cost of \$1,626,615.00 for the Kerper Boulevard Lift Station Project through the adoption of the attached resolution, and City Manager recommending approval.
RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Kerper Blvd Lift Station Project

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. KerperBlvdLS - PH Staff Memo
3. Kerper Blvd Lift Station Project - PH Staff Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

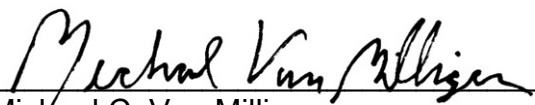
SUBJECT: Kerper Boulevard Lift Station Project
Public Hearing
Project No. 5581500047

DATE: October 30, 2024

City Engineer Gus Psihoyos is recommending City Council approve the plans, specifications, form of contract and estimated cost of \$1,626,615.00 for the Kerper Boulevard Lift Station Project through the adoption of the attached resolution.

The existing sanitary sewer lift station located on Kerper Boulevard near the property to be developed by Union at the Marina, LP was constructed in 1957. While the pumps were replaced in 2005, the facility has reached the end of its design life as reflected by the increased maintenance costs. The existing lift station cannot be upgraded to accommodate the additional flows from the proposed development, or to accommodate existing and future flows within the service area limits, within the constraints of the existing structure. Therefore, a new lift station is proposed near the existing facility. When complete, the existing lift station would be decommissioned.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Maxwell O'Brien, Civil Engineer
Jenny Larson, Chief Financial Officer
Deron Muehring, Water & Resource Recovery Center Director
Bob Schiesl, Assistant City Engineer
Todd Irwin, Engineering Technician

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: October 28, 2024

SUBJECT: Kerper Boulevard Lift Station Project
Public Hearing
Project No. 5581500047

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the Kerper Boulevard Lift Station Project.

BACKGROUND

In October of 2023, the City Council approved the disposal of 5.25 acres of City property located at the corner of Kerper Boulevard and Hawthorne Street to Union at the Marina, LP and approved a development agreement with same. Per the agreement, Union at the Marina, LP will construct buildings with 201 residential units at an aggregate cost of approximately \$45.7 million. And that they will use reasonable efforts to start construction of the improvements within six (6) months of the closing date.

The existing sanitary sewer lift station located on Kerper Boulevard near the property to be developed by Union at the Marina, LP was constructed in 1957. While the pumps were replaced in 2005, the facility has reached the end of its design life as reflected by the increased maintenance costs. The existing lift station cannot be upgraded to accommodate the additional flows from the proposed development, or to accommodate existing and future flows within the service area limits, within the constraints of the existing structure. Therefore, a new lift station is proposed near the existing facility. When complete, the existing lift station would be decommissioned.

DISCUSSION

On January 17, 2024, the City advertised a Request for Proposals (RFP) to retain a professional service consultant to aid the City in evaluating the existing collection and pumping systems that transport sanitary sewage in the Kerper Boulevard Lift Station sewer service area, develop a facility plan with phased improvements to address identified high risk infrastructure within the sewer service area, and to design and construct the lift station replacement. On March 19, 2024, the City entered into a contract with Origin Design, the selected consultant, for the engineering services to design the replacement of the Kerper Boulevard Lift Station. The project design is

complete, has received the Iowa Department of Natural Resources (IDNR) wastewater construction permits, and is ready for advertisement for construction.

PROJECT SCHEDULE

The proposed schedule for the project is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	October 21, 2024
Publish Notice to Bidders, Advertise for Bids	October 23, 2024
Public Hearing on Plans & Specifications	November 4, 2024
Pre-Bid Meeting for Contractors	November 7, 2024
Receipt of Bid Proposals (Bid-Letting)	November 21, 2024
Award Construction Contract	December 2, 2024
Substantial Completion	July 21, 2025
Final Completion	September 1, 2025

RECOMMENDATION

I recommend that the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the Kerper Boulevard Lift Station Project.

BUDGET IMPACT

The estimate of probable cost for the Kerper Boulevard Lift Station Project is summarized as follows:

<u>Description</u>	<u>Estimate</u>
Planning & Design *	\$ 202,100.00
Construction	\$ 1,626,615.00
Contingency	\$ 243,992.25
Contract Admin / Construction Engineering *	\$ 45,200.00
Total Project Cost	<u>\$ 2,117,907.25</u>

(Note: The indicated consultant services phases of the project are already contracted with Origin Design and are funded costs utilized ARPA funding)

The project will be funded with an appropriation in the amount of \$1,498,266 for the design and construction of the Kerper Boulevard Lift Station Project [Project 5581500047], with revenue from an American Rescue Plan Act (ARPA) grant from an allocation made during FY24 Budget Amendment #2. An additional \$300,000 of ARPA funding has been requested to be reallocated to this project as part of FY25 Budget Amendment #1, for a new project total funding of \$1,798,266. Due to the uncertainty of recent construction market bid prices, specifically with lift stations involving items with long supply chain lead times, staff have included a request for an additional \$500,000 in funding as part of the FY26 CIP requests. Upon receipt of bids, this additional funding request for FY26 can be adjusted, or removed, accordingly based on actual bid pricing.

ACTION TO BE TAKEN

I respectfully request the City Council approve the plans, specifications, form of contract and estimated cost for the Kerper Boulevard Lift Station Project through the adoption of the attached resolution.

Prepared by Maxwell O'Brien, Civil Engineer

cc: Jenny Larson, Chief Financial Officer
Deron Muehring, Water & Resource Recovery Center Director
Bob Schiesl, PE, Assistant City Engineer
Todd Irwin, Engineering Technician

RESOLUTION NO. _____ -24

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST FOR THE KERPER BLVD LIFT STATION PROJECT**

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF DUBUQUE, IOWA:

That the attached plans, specifications, form of contract and estimate of total cost
for the for the Kerper Blvd Lift Station Project in the estimated construction amount of
\$1,626,615.00, are hereby approved.

Passed, adopted and approved this the 4th day of November 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 5.

ITEM TITLE: Broadway Sanitary Sewer Improvements Project Public Hearing

SUMMARY: Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and estimated cost of \$321,946.00 for the Broadway Sanitary Sewer Improvements Project through the adoption of the attached resolution, and City Manager recommending approval.
RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Broadway Street Sanitary Sewer Improvement Project

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Broadway Sanitary Sewer Improvement Project - PH Staff Memo
3. Broadway Street Sanitary Sewer Improvement Project - PH Staff Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

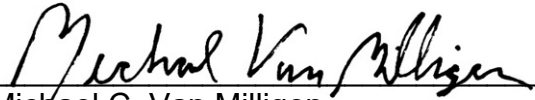
SUBJECT: Broadway Sanitary Sewer Improvements Project
Public Hearing
Project No. 5581500046

DATE: October 30, 2024

City Engineer Gus Psihoyos is recommending City Council approve the plans, specifications, form of contract and estimated cost of \$321,946.00 for the Broadway Sanitary Sewer Improvements Project through the adoption of the attached resolution.

This project provides for the installation of approximately 300 feet of 8-inch diameter sewer along Broadway Street, from Putnam Street to W. 28th Street. On multiple occasions, the existing sewer system has surcharged so that wastewater has back flowed into basements. The sewer is proposed to be redirected so that flows are conveyed with a greater capacity to mitigate the recurring backups. During design, staff identified several deficiencies with the roadway, sidewalk, curb and gutter, which will also be addressed within the project limits.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Maxwell O'Brien, Civil Engineer
Jenny Larson, Chief Financial Officer
Bob Schiesl, PE, Assistant City Engineer

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: October 28, 2024
SUBJECT: Broadway Sanitary Sewer Improvements Project
Public Hearing
Project No. 5581500046

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the Broadway Sanitary Sewer Improvements Project.

DISCUSSION

This project provides for the installation of approximately 300 feet of 8-inch diameter sewer along Broadway Street, from Putnam Street to W. 28th Street. On multiple occasions, the existing sewer system has surcharged so that wastewater has back flowed into basements. The sewer is proposed to be redirected so that flows are conveyed with a greater capacity to mitigate the recurring backups. During design, staff identified several deficiencies with the roadway, sidewalk, curb and gutter, which will also be addressed within the project limits.

PROJECT SCHEDULE

The proposed schedule for the project is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	October 21, 2024
Publish Notice to Bidders, Advertise for Bids	October 23, 2024
Public Hearing on Plans & Specifications	November 4, 2024
Receipt of Bid Proposals (Bid-Letting)	November 7, 2024
Award Construction Contract	November 18, 2024
Substantial Completion	June 30, 2025
Final Project Completion Date	August 1, 2025

RECOMMENDATION

I recommend that the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the Broadway Sanitary Sewer Improvements Project.

BUDGET IMPACT

The estimate of probable cost for the Broadway Sanitary Sewer Improvements Project is summarized as follows:

<u>Description</u>	<u>Estimate</u>
Construction	\$ 321,946.00
Contingency	\$ 32,194.60
Total Project Cost	<u>\$ 354,140.60</u>

The Broadway Sanitary Sewer Improvements Project was funded utilizing ARPA funding in the amount of \$112,500, which was partially utilized for the planning and design by City staff. The construction of this project will be covered by the funding sources as described below:

Broadway Sanitary Sewer Improvements Project Funding		
5581500046	Broadway Sanitary Sewer Improvements	\$ 102,016.00
5581500017	General Sanitary Sewer Repairs *	\$ 129,429.60
5521000012	General Street Construction Repairs	\$ 76,195.00
5521000002	General Sidewalks Curb/Catch Basin Replacements	\$ 40,780.00
Total Project Funding		<u>\$ 354,140.60</u>

**Note: Value includes project contingency.*

ACTION TO BE TAKEN

I respectfully request the City Council approve the plans, specifications, form of contract and estimated cost for the Broadway Sanitary Sewer Improvements Project through the adoption of the attached resolution.

Prepared by Maxwell O'Brien, Civil Engineer

cc: Jenny Larson, Chief Financial Officer
Bob Schiesl, PE, Assistant City Engineer

RESOLUTION NO. _____ -24

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST FOR THE BROADWAY STREET SANITARY SEWER
IMPROVEMENT PROJECT**

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF DUBUQUE, IOWA:

That the attached plans, specifications, form of contract and estimate of total cost
for the for the Broadway Street Sanitary Sewer Improvement Project in the estimated
construction amount of \$321,946.00, are hereby approved.

Passed, adopted and approved this the 4th day of November 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 6.

ITEM TITLE: Ruby Sutton Building 2nd Floor Renovation Project Public Hearing

SUMMARY: Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and estimated cost of \$840,000.00 for the Ruby Sutton Building 2nd Floor Renovation Project through adoption of the attached resolution, and City Manager recommending approval.
RESOLUTION Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost For The Ruby Sutton Building 2nd Floor Renovation Project

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Ruby Sutton Building 2nd Floor Renovation Project - PH Staff MEMO
3. Ruby Sutton Building 2nd Floor Renovation Project - PH RESOLUTION

TO: The Honorable Mayor and City Council Members

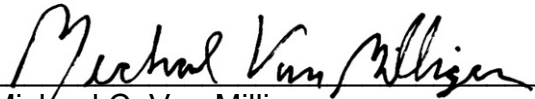
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Ruby Sutton Building 2nd Floor Renovation Project
Public Hearing
Project No. 5565000021

DATE: October 31, 2024

City Engineer Gus Psihoyos is recommending City Council approve the plans, specifications, form of contract and estimated cost of \$840,000.00 for the Ruby Sutton Building 2nd Floor Renovation Project through adoption of the attached resolution.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jenny Larson, Chief Financial Officer
Marie Ware, Leisure Services Director
Antonio Mouzon, Community Impact Director
LaMetra Murdock, Multicultural Family Center Director

TO: Michael C. Van Milligen, City Manager
FROM: Gus Psihoyos, City Engineer
DATE: October 28, 2024
SUBJECT: Ruby Sutton Building 2nd Floor Renovation Project
Public Hearing
Project No. 5565000021

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the for the Ruby Sutton Building 2nd Floor Renovation Project.

BACKGROUND

The City owns the Ruby Sutton Building, in which the 1st floor was renovated for multi-departmental city operations while the 2nd floor remains unimproved. In preparation for renovation and to facilitate design, a partial demolition was conducted on the 2nd floor space as well as appropriate asbestos abatement.

DISCUSSION

The Ruby Sutton Building is part of a larger combined facility connected to the Multicultural Family Center. The current Ruby Sutton Building first floor is about 6,600 square feet. The second floor is approximately 2,600 square feet.

The expanded 2nd floor facility improvements will feature the following amenities:

- A collaborative workspace with presentation equipment.
- A kitchenette to provide staff with space for refreshments and meals.
- A small meeting/conference room.
- One individual/family style restroom.
- A reception area to greet guests.
- Five offices large enough to accommodate small meetings.
- A 10'x25' Deck from the back on the roof section of the 1st floor.
- A skylight to maximize the introduction of natural light.

This project is intended to create a suitable workspace for the new Community Impact Department which absorbed functions and staff from the Leisure Services Department.

The Multicultural Family Center staff, Community Impact Department, Engineering Department, Information Services Department, and other city staff were involved in the design of the improvements.

Once the base bid for the construction work has been awarded, the project team intends to distribute two Requests for Proposal to select vendors for providing furnishings and audio-visual equipment.

PROJECT SCHEDULE

The schedule for the project will be as follows:

Initiate Public Bidding Process	October 21, 2024
Publish Notice to Bidders, Advertise for Bids	October 25, 2024
Notice of Public Hearing on Plans and Specs	October 25, 2024
Public Hearing on Plans and Specs	November 4, 2024
Receipt of Bid Proposals	November 21, 2024
Award Construction Contract	December 2, 2024
Substantial Completion Date	July 16, 2025

RECOMMENDATION

I recommend that the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the Ruby Sutton Building 2nd Floor Renovation Project.

BUDGET IMPACT

The estimate of probable cost for the Ruby Sutton 2nd Floor Renovation Project is summarized in the following table:

PROJECT COSTS	ESTIMATE	
Construction Contract - Base Bid	\$ 800,000	
Contingency (5%) **	40,000	
Total - Base Bid Cost	\$ 840,000	A
Misc. Project Costs		
Hazardous Building Materials Abatement	\$ 25,000	
Furniture & Audio/Visual/IT/Security	75,000	
Total - Misc. Project Costs	\$ 100,000	B
Total - Base Bid + Misc. Project Costs (A+B)	\$ 940,000	
Alternate Bid No. 1 - Optional Add On	\$ 600,000	
Elevator that provides service to 2 nd Floor and Basement		

** Because this project only involves interior space renovation; a 5% contingency is recommended compared to the traditional 10% contingency budget.

The proposed funding for the Base Bid Project plus outlined Misc. Costs is summarized in the following table:

Project No.	Fund Description	Fund Amount
5565000021	American Rescue Plan Act (ARPA) Funds	\$ 507,827
	MFC 2nd Floor Renovation	432,173
Total Project Funding		\$ 940,000

In addition to the ARPA funding, the City local funding for Project No. 5565000021, MFC 2nd Floor Renovation, will come from the allocation of remaining fund balance from the close of the FY24 budget year.

ALTERNATE BID NO. 1

As part of the project, the bid documents will include an Alternate Bid No. 1 to provide a cost to install an elevator that would provide service to the 2nd floor and basement. Based on current estimate there will be sufficient funds to proceed with the Alternate Bid No. 1 (add elevator) option, however staff believes it is the City's best interest to receive bids that will be evaluated for potential consideration. If the Alternate Bid No. 1 (add elevator) is not selected, the City will have budgetary numbers to consider for including in a future capital improvement request.

Based on the bids received, if the City elects not to select Alternate Bid No. 1, the Base Bid will be used as the basis for the recommended award for this project.

ACTION TO BE TAKEN

I respectfully request the City Council approve the plans, specifications, form of contract and estimated cost for the Ruby Sutton Building 2nd Floor Renovation Project through adoption of the attached resolution.

cc: Jenny Larson, Chief Financial Officer
Marie Ware, Leisure Services Director
Antonio Mouzon, Multicultural Family Center Director

RESOLUTION NO. -24

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST FOR THE RUBY SUTTON BUILDING 2ND FLOOR RENOVATION
PROJECT**

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF DUBUQUE, IOWA:

That the plans, specifications, form of contract and cost for the for the Ruby
Sutton Building 2nd Floor Renovation Project in the estimated Base Bid amount of
\$840,000.00, are hereby approved.

Passed, approved and adopted this 4th day of November 2024.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 7.

ITEM TITLE:	Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC
SUMMARY:	Proof of publication on notice of public hearing to consider City Council adopt a resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC for the creation of 48 new Low- and Moderate-Income (LMI) housing units, and City Manager recommending approval. RESOLUTION Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Dubuque Housing, LLC, Including The Issuance Of Urban Renewal Tax Increment Revenue Obligations
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Resolution of Approval

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC

DATE: October 31, 2024

Economic Development Director Jill Connors is recommending City Council adoption of a resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC for the creation of 48 new Low- and Moderate-Income (LMI) housing units.

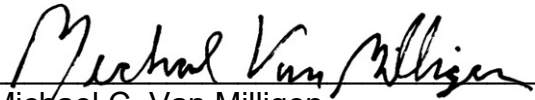
Key elements of the Development Agreement are as follows:

- Developer to invest approximately \$10.5 million dollars to create 48 new housing units.
- City to make thirty (30) consecutive semi-annual tax increment financing payments to Developer.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

The Project is located along Radford Road and resides within the Emri Economic Development District

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC

DATE: October 28, 2024

INTRODUCTION

This memorandum presents for your review and approval a resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC for the creation of 48 new Low- and Moderate-Income (LMI) housing units.

BACKGROUND

Dubuque Housing, LLC (Developer), a Minnesota limited liability company and subsidiary of Dubuque Housing Group, LLC is proposing to create 48 new LMI housing units in the City of Dubuque (Project). The Project is located along Radford Road and resides within the Emri Economic Development District which has been designated by City Council Resolution 387-23 as an economic development area.

DISCUSSION

Key elements of the Development Agreement are as follows:

- Developer to invest approximately \$10.5 million dollars to create 48 new housing units.
- City to make thirty (30) consecutive semi-annual tax increment financing payments to Developer.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION

I recommend adopting the attached resolution approving proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA,
AND
DUBUQUE HOUSING, LLC**

THIS DEVELOPMENT AGREEMENT (Agreement) dated for reference purposes the ____ day of _____, 2024 is made and entered into by and between the City of Dubuque, Iowa (City) and Dubuque Housing, LLC (Developer), a Minnesota limited liability company.

WHEREAS, Developer is the owner of the following described real estate (the Property):

Lot 2 of Lot 2 of Pizza Ranch Place, in the city of Dubuque, Iowa, according to the recorded plat thereof.
; and

WHEREAS, the Property is located in the Emri Economic Development District (the District) which has been so designated by City Council Resolution 387-23 as an economic development area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will undertake the development of a multi-residential building located on the Property and will be operating the same during the term of this Agreement; and

WHEREAS, Developer will make a capital investment in building improvements, equipment, furniture and fixtures in the Property (Project); and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on November 20, 2023, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

(1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit A.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(8) As of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Emri Economic Development District, approved by City Council of City on November 20, 2023, attached as Exhibit E (the Urban Renewal Plan). A copy of the Urban Renewal Plan, as constituted on the date of this Agreement and in the form attached hereto. City is in compliance with all provisions of Chapter 403 of the Iowa Code with respect to this Agreement.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties that to the best of Developer's knowledge:

(1) Developer is a Minnesota limited liability company duly organized and validly existing under the laws of the State of Minnesota and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to the City, at time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations.

(6) Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Closing Date.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 6th day of November, 2024, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 30th day of November, 2024. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving of notice of termination by Developer to City, this Agreement shall be deemed null and void.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as the reasonable judgment of the City requires.

(5) Developer's counsel shall issue a legal opinion to the City confirming the representations contained herein in the form attached hereto as Exhibit B.

(6) Developer shall have acquired the Property.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately Ten Million Five Hundred Thousand Dollars (\$10,500,000.00) to improve the Property (the Minimum Improvements). The Minimum Improvements shall consist of the construction of forty-eight (48) housing units.

2.2 [This section intentionally left blank]

2.3 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in substantial conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.4 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be commenced no later than thirty (30) days after the Closing Date and shall be substantially completed by December 31, 2026. The time frames for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, pandemic or other similar health crisis impacting normal development operations or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.5 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying in the form attached as Exhibit F. Such certification (the Certificate of Completion) shall be in recordable form and shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in material compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer, as follows:

November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to the actual amount of tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Property and Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the assessed value of the Property above the assessment of January 1, 2024 (\$334,400.00). Developer recognizes and agrees that the Economic Development Grants shall be paid solely and only from the incremental taxes collected by City in respect to the Property and Minimum Improvements, which does not include property taxes collected for the payment of bonds and interest of each taxing district, and taxes for the regular and voter-approved physical plant and equipment levy, instructional support levy, and any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.2 To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2026, its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year

thereafter until and including January 1, 2042, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City so certifies in December, 2026, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2027, and May 1, 2028.)

3.3 The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the Emri TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term hereof and to apply the incremental taxes collected in respect of the Minimum Improvements and allocated to the Emri TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.2 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues, or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the Emri TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

3.4 Subject to City's obligation to make the payments required by Section 3.1 hereof, City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.3 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

(1) Non-appropriation/Limited Source of Funding. Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grant shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit under the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council as provided in this Section 3.4(1). City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid to Developer in the next fiscal year under this Agreement. Such resolution shall be considered for adoption by the City Council at a public hearing held on or before December 1st of any year and notice of such hearing shall be given to Developer at least 30 days prior to the hearing. The resolution shall be

approved by not less than a majority of the total number of members to which the City Council is entitled. Developer and all other persons having an interest in the matter shall be given an opportunity to be heard at such hearing and prior to the adoption of such resolution.

(a) In the event the City Council elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grant due and payable in that fiscal year, then: i) City shall have no further obligation to Developer for the payment of all installments due in the next fiscal year which cannot be paid with the funds then appropriated for that purpose; and, ii) Developer shall be released from all further obligations under this Agreement during that same fiscal year.

(b) Each installment of the Economic Development Grant shall be paid by City solely from funds appropriated for that purpose by the City Council from taxes levied on the Property that are allocated to the special fund pursuant to Iowa Code §403.19(2).

(c) The right of non-appropriation reserved to City in this Section 3.6(1) is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

SECTION 4. COVENANTS OF DEVELOPER

4.1. Operation of Development Property; Housing Vouchers. For and in consideration of the incentives offered under this Agreement, during the operation of the Development Property as a rental residential property, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based solely on a public assistance source of income. A public assistance source of income means income and support

derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 4.1 shall survive the termination of this Agreement. If Developer, or Developer's successors or assigns violates the requirements of this Section 4.1 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

4.2 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request with at least 48 hours written notice proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

4.3 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

4.4 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions, with the exception of forms relating to Section 42 which are available with respect to the Development Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

4.5 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the cost to construct (including Minimum Improvements) replacement value when construction is completed, naming City as an additional insured and loss payee. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement

value of the building (including the Minimum Improvements), naming City as loss payee. Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

(3) The term "replacement value" shall mean the actual replacement cost of the building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(4) Developer shall notify City immediately in the case of damage exceeding \$200,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

4.6 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

4.7 Non-Discrimination. In carrying out the project, Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability.

4.8 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

4.9 Non-Transferability.

During the Term of this Agreement, this Agreement may not be assigned by Developer nor may any portion of the Property be sold or otherwise transferred by Developer without the prior written consent of City in City's sole discretion. City has no obligation to consent to any assignment or sale. Notwithstanding the language in this Paragraph 4.9, Developer shall be permitted to assign to any affiliate of the Developer, who is under common control, without the consent of the City, so long as such affiliate agrees to be bound by all of the terms and conditions of this Agreement and the Developer provides notification of such assignment in writing to the City. Notwithstanding anything to the contrary set forth herein, the provisions of this section shall not apply to transfers of membership interests in the Developer.

4.10 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law.

4.11 Restrictions on Use. During the term of this Agreement Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as residential housing is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identify, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

4.12 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 5. EVENTS OF DEFAULT AND REMEDIES.

5.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.
- (2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.
- (3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.
- (4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

Notwithstanding to the contrary contained herein, Developer's Investor Member shall have the right, but not the obligation, to cure an Event of Default hereunder and the City agrees to accept such cure as if provided by Developer itself.

5.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, subject to any applicable notice and/or cure period, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from Developer deemed adequate by City, in its reasonable judgment, that the Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) City may withhold the Certificate of Completion; or
- (4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

5.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

5.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

5.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

5.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend its performance under this Agreement until it receives assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 6. GENERAL TERMS AND PROVISIONS.

6.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Dubuque Housing, LLC
 Jamie J. Thelen, Treasurer
 366 10th Ave S
 Waite Park, MN 56387
 Phone: (612) 604-6778

With copy to: Jon Peterson

Winthrop & Weinstine
Capella Tower, Suite 3500
225 South Sixth Street
Minneapolis, MN 55402

With copy to:

Wells Fargo Bank, National Association
MAC D1086-239
550 South Tryon Street, 23rd Floor
Charlotte, NC 28202-4200
Director of Asset Management

If to City:

City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to:

City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

Or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

6.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

6.3 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2042 (the Termination Date).

6.4. Execution By Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine or electronic transmission. The parties intend that the faxed or electronic transmission signatures constitute original signatures and that a faxed or electronically transmitted Agreement containing the signatures (original, faxed or electronically transmitted) of all the parties is binding on the parties.

6.5 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed on or as of the first above written.

CITY OF DUBUQUE, IOWA

DUBUQUE HOUSING, LLC

BY: DUBUQUE HOUSING GROUP,
LLC, A MINNESOTA LIMITED
LIABILITY COMPANY, ITS MANAGER

BY: SCI ASSOCIATES, LLC, A
MINNESOTA LIMITED LIABILITY
COMPANY, ITS MANAGER

By _____
Brad M. Cavanagh, Mayor

By  _____
Megan Carr, Vice President

Attest:

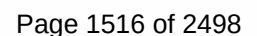
Adrienne N. Breitfelder
City Clerk

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

Notary Public

STATE OF ~~IOWA~~ MINNESOTA)
)
COUNTY OF ~~DUBUQUE~~ HENNEPIN) SS


Notary Public

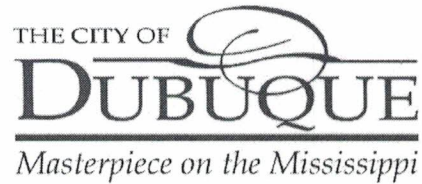


LIST OF EXHIBITS

- EXHIBIT A – City Attorney Certificate
- EXHIBIT B – Opinion of Developer Counsel
- EXHIBIT C – City Certificate
- EXHIBIT D – Memorandum of Development Agreement
- EXHIBIT E – Urban Renewal Plan
- EXHIBIT F – Certificate of Completion

EXHIBIT A
CITY ATTORNEY'S CERTIFICATE

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Dubuque Housing, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:tls

EXHIBIT B
OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for Dubuque Housing, LLC (Developer) in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa ("City") dated for reference purposes the ____ day of _____, 2024.

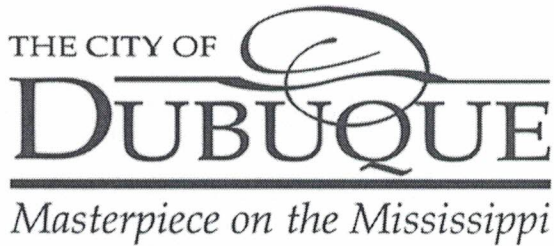
We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a corporation organized and existing under the laws of the State of Minnesota and has full power and authority to execute, deliver and perform in full Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
2. The execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.
3. There are no actions, suits or proceedings pending or threatened against or affecting Developer that are known to exist in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

Very truly yours,

**EXHIBIT C
CITY CERTIFICATE**



City Manager's Office
City Hall
50 West 13th Street
Dubuque, IA 52001-4845
Office (563) 589-4110
Fax (563) 589-4149
TTY (563) 690-6678
ctymgr@cityofdubuque.org
www.cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between Dubuque Housing, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 2024.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

- (1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.(2)
- (2) City shall exercise its best efforts to cooperate with Developer in the development process.
- (3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.
- (4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.
- (5) There are no actions, suits or proceedings pending or threatened against or affecting City that are known to exist in any court or before any arbitrator or before

or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:jh

EXHIBIT D
MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa non-profit corporation, of Dubuque, Iowa, and Dubuque Housing, LLC was made regarding the following described premises:

Lot 2 of Lot 2 of Pizza Ranch Place, in the city of Dubuque, Iowa, according to the recorded plat thereof.

The Development Agreement is dated for reference purposes the ____ day of _____, 2024, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 2024.

CITY OF DUBUQUE, IOWA

By: _____
Barry A. Lindahl, Esq., Senior Counsel

STATE OF IOWA

: ss:

DUBUQUE COUNTY

On this ____ day of _____, 2024, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, , to me personally known, who being by me duly sworn did say that he is Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa and that said instrument was signed on behalf of said Municipal corporation by authority and resolution of its City Council and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT E
URBAN RENEWAL PLAN

(on file with the City Clerk's Office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F
CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to Dubuque Housing, LLC (the "Grantee"), in accordance with a Development Agreement dated as of [Date] (the "Agreement"), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

Lot 2 of Lot 2 of Pizza Ranch Place, in the city of Dubuque, Iowa, according to the recorded plat thereof.

(the "Development Property"); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the construction of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.5 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction of the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL)

CITY OF DUBUQUE, IOWA

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared Michael C. Van Milligen and acknowledged said execution of the instrument to be his/her voluntary act and deed.

Notary Public in and for
Dubuque County, Iowa

Prepared by Ian C. Hatch, Assistant Economic Development Director, 1300 Main Street, Dubuque, IA 52001, (563) 589-4105
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ____-24

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE HOUSING, LLC, INCLUDING THE ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS

WHEREAS, the City Council, by Resolution No. 338-24, dated October 21, 2024, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed Development Agreement on October 21, 2024 at 6:30 p.m.; and

WHEREAS, it is the determination of the City Council that approval of the Development Agreement for the creation of low and moderate income housing is in the public interest of the City of Dubuque.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The Development Agreement by and between the City of Dubuque, Iowa and Dubuque Housing, LLC, is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved and adopted this 4th day of November, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 8.

ITEM TITLE: Public Hearing to approve the revised Administrative Plan for the Housing Choice Voucher Program

SUMMARY: Proof of publication on notice of public hearing to consider City Council approve the revised Administrative Plan for the Housing Choice Voucher Program, and City Manager recommending approval.

RESOLUTION Resolution Approving The Revision Of The Public Housing Authority (PHA) Administrative Plan For The Housing Choice Voucher Program

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. STAFF MEMO
3. RESOLUTION
4. _2024.10_PHA ADMIN PLAN_DRAFT WITH VPS

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

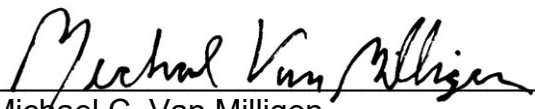
SUBJECT: Public Hearing to approve the revised Administrative Plan for the Housing Choice Voucher Program

DATE: October 31, 2024

Housing & Community Development Director Alexis Steger is recommending City Council approve the revised Administrative Plan for the Housing Choice Voucher Program.

The Housing Commission reviewed & approved the revised Administrative Plan on October 22, 2024.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Alexis Steger, Housing & Community Development Director

TO: Michael C. Van Milligen, City Manager

FROM: Alexis M. Steger, Housing and Community Development Director

DATE: October 30, 2024

RE: Public Hearing to approve the revised Administrative Plan for the Housing Choice Voucher Program

INTRODUCTION

This memorandum requests the City Council conduct a public hearing to approve the revised Administrative Plan for the Housing Choice Voucher Program

BACKGROUND

Federal regulations require Housing Authorities to prepare and maintain an Administrative Plan. The authority for Public Housing Authority policies is derived from federal statutes, federal regulations, guidance issued by HUD, state law, and local policy.

Changes to the administrative plan must be submitted to the City's Housing Commission and to the City Council for public comment and final approval. After City Council approval, the City will fully adopt and implement the amended Administrative Plan and submit to HUD for review and approval.

DISCUSSION

The Housing & Community Development Department has conducted a review of the Housing Choice Voucher Administrative Plan in reference to the voucher payment standards adopted by the City of Dubuque PHA. Currently the City of Dubuque PHA is operating under a HUD waiver granting the housing authority to go up to 120% of Fair Market Rent (FMR) for the HCV Program's Voucher Payment Standards (VPS). The HUD waiver will expire 12/31/2024. Housing & Community Development staff have completed a market analysis for rent rates and has determined that the VPS for the Program need to remain at the 120% of FMR in order for HCV Voucher holders to be able to successfully lease up in units throughout the City. To do this without the waiver, HUD has advised that the PHA Administrative Plan needs to be updated to include and adopt the 120% of FMR for VPS into policy for the HCV Program. Therefore, The Housing & Community Development Department has revised chapter 16 to address this policy change.

The Housing Commission reviewed & approved the revised Administrative Plan on October 22, 2024.

Significant changes important to note:

Voluntary Use of Small Area FMRs [24 CFR 982.503, Notice PIH 2018-01]

PHA Policy has been updated to read as follows:

The City of Dubuque has elected to use SAFMRs for 52001, 52002, and 52003. The PHA will monitor the publication of SAFMRs yearly and will adjust within 90 days of HUD's publication.

SAFMRs will be set to 110% when the basic range is not high enough to meet programmatic goals such as high utilization and success rates, landlord participation, and/or reasonable rent burdens for program participants as outlined in PIH Notice 2024-34,

SAFMRs will be set to 120% when The City of Dubuque has a success rate fewer than 75% of the families to whom the PHA issued tenant-based vouchers during the most recent 12-month period for which there is success rate data available have become participants in the voucher program; and/or more than 40% of the families with tenant based vouchers administered by the agency pay more than 30% of adjusted income as the family share as outlined in PIH Notice 2024-34.

RECOMMENDATION

I respectfully request the City Council conduct a public hearing to approve the revised Administrative Plan for the Housing Choice Voucher Program.

RESOLUTION NO. _____

RESOLUTION APPROVING THE REVISION OF THE PUBLIC HOUSING AUTHORITY (PHA) ADMINISTRATIVE PLAN FOR THE HOUSING CHOICE VOUCHER PROGRAM

Whereas, the City of Dubuque is designated as a Public Housing Authority; and

Whereas, the City of Dubuque maintains a comprehensive Public Housing Authority Administrative Plan; and

Whereas, the City of Dubuque desires to revise said Public Housing Authority Administrative Plan; and

Whereas, the Housing Commission held public meetings to review the Chapter 16 revisions of the plan; and

Whereas, on October 22, 2024 the Housing Commission approved and recommended City Council's adoption of the revised Administrative Plan; and

Whereas, the Housing & Community Development Department will submit the revised Administrative Plan to the U.S. Department of Housing & Urban Development for final approval, after City Council approval.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The Public Housing Authority (PHA) has revised the Administrative Plan for the Housing Choice Voucher Program and the Housing Commission has approved all revisions to the Public Housing Authority Administrative Plan for the Housing Choice Voucher Program.

Section 2. The City Council has approved the revision to the Public Housing Authority Administrative Plan for the Housing Choice Voucher Program.

Section 3. The Housing & Community Development Director is hereby directed to submit the revised Public Housing Authority Administrative plan to the U.S. Department of Housing and Urban Development as required.

Passed, approved and adopted this 4th day of November, 2024.

Brad M Cavanagh, Mayor

Attest:

Adrienne Breitsfelder, City Clerk

HCV ADMINISTRATIVE PLAN

EFFECTIVE
JANUARY 1, 2024

City of Dubuque Housing & CD



HCV Administrative Plan

CITY OF DUBUQUE HOUSING & CD

Approved by the HA Board of Commissioners:

Submitted to HUD:

Copyright 2023 by Nan McKay & Associates, Inc.

All rights reserved

Permission to reprint granted only to the Public Housing Authority or Housing Agency that has purchased this plan from Nan McKay & Associates, Inc. This document may not be reprinted or distributed to any other person or entity other than the purchasing agency without the express written permission of Nan McKay & Associates, Inc.

Introduction

ABOUT THE ADMINISTRATIVE PLAN

REFERENCES CITED IN THE ADMINISTRATIVE PLAN

The authority for PHA policies is derived from many sources. Primary among these sources are federal statutes, federal regulations, and guidance issued by HUD. State law also directs PHA policy. State law must be followed where such law exists and does not conflict with federal regulations. Industry practice may also be used to develop policy as long as it does not conflict with federal requirements or prohibitions.

HUD

HUD provides the primary source of PHA policy through federal regulations, HUD notices, and handbooks. Compliance with federal regulations, current HUD notices, and current HUD handbooks is mandatory.

HUD also provides guidance to PHAs through other means such as HUD-published guidebooks, expired HUD notices, and expired handbooks. Basing PHA policy on HUD guidance is optional, as long as PHA policies comply with federal law, federal regulations and mandatory policy. Because HUD has already determined that the guidance it provides is consistent with mandatory policies, PHA reliance on HUD guidance provides the PHA with a “safe harbor.”

Material posted on the HUD website can provide further clarification of HUD policies. For example, FAQs on the HUD website can provide direction on the application of federal regulations in various aspects of the program.

State Law

Where there is no mandatory federal guidance, PHAs must comply with state law, if it exists. Where state law is more restrictive than federal law, but does not conflict with it, the PHA should follow the state law.

Industry Practice

Where no law or HUD authority exists on a particular subject, industry practice may support PHA policy. Industry practice refers to a way of doing things or a policy that has been adopted by a majority of PHAs.

RESOURCES CITED IN THE ADMINISTRATIVE PLAN

The administrative plan cites several documents. Where a document or resource is cited frequently, it may be abbreviated. Where it is cited only once or twice, the administrative plan may contain the entire name of the document or resource. Following is a key to abbreviations used for various sources that are frequently cited in the administrative plan and a list of references and document locations that are referenced in the administrative plan or that may be helpful to you.

HUD HCV Guidebook

In November 2019 HUD began issuing a new version of the HCV Guidebook chapter-by-chapter. Unlike the previous version of the HCV Guidebook in which chapters were numbered, the new version of the guidebook includes chapter names, but no numbers. As the new version of the guidebook has not yet been fully released, and since the previous version of the guidebook contains guidance not found in the new version, the policy cites both versions of the guidebook. Therefore, where the HCV Guidebook is cited in the policy, the citation will make a distinction between the “old” and “new” versions of the guidebook. The “old” version of the guidebook will continue to be cited as *HCV GB* with a chapter/page reference (example: HCV GB, p. 5-4). If HUD has also released a new chapter on the same topic with information that either adds new information or updates existing information from the previous guidebook, the new guidebook will be cited as *New HCV GB* with a chapter title and page reference (example: New HCV GB, *Payment Standards*, p. 11). On September 29, 2023, HUD issued Notice PIH 2023-27 to implement sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA). The notice supersedes relevant portions of the guidebook, specifically the chapters on eligibility, denials, and annual reexaminations and interim reexaminations. Where chapters have not been altered by the HOTMA implementation notice, the model policy continues to cite the HCV Guidebook.

Abbreviations

Throughout the administrative plan, abbreviations are used to designate certain documents in citations. The following is a table of abbreviations of documents cited in the administrative plan.

Abbreviation	Document
CFR	Code of Federal Regulations
HCV GB	Housing Choice Voucher Program Guidebook (7420.10G), April 2001.
New HCV GB	Housing Choice Voucher Program Guidebook (7420.10G), Various dates of release
HUD-50058 IB	HUD-50058 Instruction Booklet
RHIIP FAQs	Rental Housing Integrity Improvement Program (RHIIP) Frequently Asked Questions.
VG	PIH Notice 2004-01 Verification Guidance, March 9, 2004.
HB 4350.3	Occupancy Requirements of Subsidized Multifamily Housing Programs

Resources and Where to Find Them

The HUD website is <https://www.hud.gov/>.

Guidebooks, handbooks, and other HUD resources may be found at the HUDClips website: https://www.hud.gov/program_offices/administration/hudclips.

Following is a list of resources helpful to the PHA or referenced in the administrative plan, and the online location of each.

Document and Location
Code of Federal Regulations https://www.ecfr.gov/
Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Final Rule http://edocket.access.gpo.gov/2008/pdf/E8-19435.pdf
Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data https://www.hud.gov/sites/documents/EIVSECGUIDEPHA.PDF
Executive Order 11063 https://www.archives.gov/federal-register/codification/executive-order/11063.html
Federal Register https://www.federalregister.gov/
Housing Choice Voucher Program Guidebook (7420.10G), Updated Chapters https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/guidebook
HOTMA Final Rule https://www.federalregister.gov/documents/2023/02/14/2023-01617/housing-opportunity-through-modernization-act-of-2016-implementation-of-sections-102-103-and-104?utm_campaign=subscription+mailing+list&utm_source=federalregister.gov&utm_medium=email
HOTMA Implementation Notice, PIH 2023-27 https://www.hud.gov/sites/dfiles/OCHCO/documents/2023-27pihn.pdf
Joint Statement of the Department of Housing and Urban Development and the Department of Justice, issued May 17, 2004 https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement_ra.pdf
Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007 https://www.lep.gov/guidance/HUD_guidance_Jan07.pdf
Notice PIH 2010-26 (HA), Nondiscrimination and Accessibility Notice https://www.hud.gov/sites/documents/DOC_8993.PDF
Notice PIH 2017-12, Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System https://www.hud.gov/sites/documents/PIH2017-12EIVNOTICE.PDF
VAWA Resources https://www.hud.gov/vawa

Chapter 1

OVERVIEW OF THE PROGRAM AND PLAN

INTRODUCTION

The PHA receives its funding for the Housing Choice Voucher (HCV) program from the Department of Housing and Urban Development. The PHA is not a federal department or agency. A public housing agency (PHA) is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. The PHA enters into an Annual Contributions Contract (ACC) with HUD to administer the program requirements on behalf of HUD. The PHA must ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

This chapter contains information about the PHA and its programs with emphasis on the HCV program. It also contains information about the purpose, intent and use of the plan and guide.

There are three parts to this chapter:

Part I: The Public Housing Agency (PHA). This part includes a description of the PHA, its jurisdiction, its programs, and its mission and intent.

Part II: The HCV Program. This part contains information about the Housing Choice Voucher program operation, roles and responsibilities, and partnerships.

Part III: The HCV Administrative Plan. This part discusses the purpose and organization of the plan and its revision requirements.

PART I: THE PHA

1-I.A. OVERVIEW

This part explains the origin of the PHA's creation and authorization, the general structure of the organization, and the relationship between the PHA Board and staff.

1-I.B. ORGANIZATION AND STRUCTURE OF THE PHA

The Section 8 tenant-based Housing Choice Voucher (HCV) assistance program is funded by the federal government and administered by the City of Dubuque Housing and Community Development Department for the jurisdiction of City of Dubuque, Iowa.

The officials of a PHA are known as commissioners or, collectively, as the board of commissioners. Commissioners are appointed in accordance with state housing law and generally serve in the same capacity as the directors of a corporation, establishing policies under which the PHA conducts business, ensuring that policies are followed by PHA staff and ensuring that the PHA is successful in its mission. The board is responsible for preserving and expanding the agency's resources and assuring the agency's continued viability.

Formal actions of the PHA are taken through written resolutions, adopted by the board of commissioners and entered into the official records of the PHA.

The principal staff member of the PHA is the executive director (ED), hired and appointed by the board of commissioners. The executive director is directly responsible for carrying out the policies established by the board and is delegated the responsibility for hiring, training and supervising the PHA staff in order to manage the day-to-day operations of the PHA. The executive director is responsible for ensuring compliance with federal and state laws and directives for the programs managed. In addition, the executive director's duties include budgeting and financial planning for the agency.

1-I.C. PHA MISSION

The purpose of a mission statement is to communicate the purpose of the agency to people inside and outside of the agency. It provides guiding direction for developing strategy, defining critical success factors, searching out key opportunities, making resource allocation choices, satisfying clients and stakeholders, and making decisions.

PHA Policy

The PHA's mission is to provide decent, safe, and affordable rental housing and to provide opportunities that promote self-sufficiency, economic independence, and homeownership opportunities for eligible participants.

1-I.D. THE PHA'S PROGRAMS

The following programs are included under this administrative plan:

PHA Policy

The PHA's administrative plan is applicable to the operation of the Housing Choice Voucher program.

1-I.E. THE PHA'S COMMITMENT TO ETHICS AND SERVICE

As a public service agency, the PHA is committed to providing excellent service to HCV program participants, owners, and to the community. The PHA's standards include:

- Administer applicable federal and state laws and regulations to achieve high ratings in performance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients served.
- Provide decent, safe, and sanitary housing – in compliance with program housing quality standards – for very low income families while ensuring that family rents are fair, reasonable, and affordable.
- Encourage self sufficiency of participant families and assist in the expansion of family opportunities which address educational, socio-economic, recreational and other human services needs.
- Promote fair housing and the equal opportunity for very low-income families of all ethnic backgrounds to experience freedom of housing choice.
- Promote a housing program which maintains quality service and integrity while providing an incentive to private property owners to rent to very low-income families.
- Promote a market-driven housing program that will help qualified low-income families be successful in obtaining affordable housing and increase the supply of housing choices for such families.
- Create positive public awareness and expand the level of family, owner, and community support in accomplishing the PHA's mission.
- Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.
- Administer an efficient, high-performing agency through continuous improvement of the PHA's support systems and a high level of commitment to our employees and their development.

The PHA will make every effort to keep program participants informed of HCV program rules and regulations, and to advise participants of how the program rules affect them.

PART II: THE HOUSING CHOICE VOUCHER (HCV) PROGRAM

1-II.A. OVERVIEW AND HISTORY OF THE PROGRAM

The intent of this section is to provide the public and staff with information related to the overall operation of the program. There have been many changes to the program since its inception in 1974 and a brief history of the program will assist the reader to better understand the program.

The United States Housing Act of 1937 (the “Act”) is responsible for the birth of federal housing program initiatives. The Act was intended to provide financial assistance to states and cities for public works projects, slum clearance and the development of affordable housing developments for low-income residents.

The Housing and Community Development (HCD) Act of 1974 created a new federally assisted housing program – the Section 8 Existing program (also known as the Section 8 Certificate program). The HCD Act represented a significant shift in federal housing strategy from locally owned public housing to privately owned rental housing.

Under the Certificate program, federal housing assistance payments were made directly to private owners of rental housing, where this housing was made available to lower-income families. Eligible families were able to select housing in the private rental market. Assuming that the housing met certain basic physical standards of quality (“housing quality standards”) and was within certain HUD-established rent limitations (“fair market rents”), the family would be able to receive rental assistance in the housing unit. Family contribution to rent was generally set at 30 percent of the family’s adjusted income, with the remainder of the rent paid by the program.

Another unique feature of the Certificate program was that the rental assistance remained with the eligible family, if the family chose to move to another privately-owned rental unit that met program requirements (in contrast to the public housing program where the rental assistance remains with the unit, should the family decide to move). Consequently, the Certificate program was characterized as tenant-based assistance, rather than unit-based assistance.

The Housing and Community Development (HCD) Act of 1987 authorized a new version of tenant-based assistance – the Section 8 Voucher program. The Voucher program was very similar to the Certificate program in that eligible families were able to select housing in the private rental market and receive assistance in that housing unit.

However, the Voucher program permitted families more options in housing selection. Rental housing still had to meet the basic housing quality standards, but there was no fair market rent limitation on rent. In addition, family contribution to rent was not set at a limit of 30 percent of adjusted income. Consequently, depending on the actual rental cost of the unit selected, a family might pay more or less than 30 percent of their adjusted income for rent.

From 1987 through 1999, public housing agencies managed both the Certificate and Voucher tenant-based assistance programs, with separate rules and requirements for each. From 1994 through 1998, HUD published a series of new rules, known as “conforming” rules, to more closely combine and align the two similar housing programs, to the extent permitted by the law.

In 1998, the Quality Housing and Work Responsibility Act (QHWRA) – also known as the Public Housing Reform Act – was signed into law. QHWRA eliminated all statutory differences between the Certificate and Voucher tenant-based programs and required that the two programs be merged into a single tenant-based assistance program, now known as the Housing Choice Voucher (HCV) program.

The HCV program was modeled closely on the pre-merger Voucher program. However, unlike the pre-merger Voucher program, the HCV program requires an assisted family to pay at least 30 percent of adjusted income for rent.

The transition of assistance from the Certificate and Voucher programs to the new HCV program began in October 1999. By October 2001, all families receiving tenant-based assistance were converted to the HCV program.

On July 29, 2016, the Housing Opportunity Through Modernization Act of 2016 (HOTMA) was signed into law. HOTMA made numerous changes to statutes governing HUD programs, including sections of the United States Housing Act of 1937. Title I of HOTMA contains 14 different sections that impact the public housing and Section 8 programs. The Final Rule implementing broad changes to income and asset in Sections 102 and 104 of HOTMA, and for PHAs that administer the public housing program over-income provisions in Section 103, was officially published in the *Federal Register* on February 14, 2023. On September 29, 2023, HUD issued notice PIH 2023-27, which provided guidance to PHAs on the implementation of the program changes described in the Final Rule.

1-II.B. HCV PROGRAM BASICS

The purpose of the HCV program is to provide rental assistance to eligible families. The rules and regulations of the HCV program are determined by the U.S. Department of Housing and Urban Development. The PHA is afforded choices in the operation of the program which are included in the PHA's administrative plan, a document approved by the board of commissioners of the PHA.

The HCV program offers mobility to eligible families because they may search for suitable housing anywhere in the PHA's jurisdiction and may also be eligible to move under portability to other PHAs' jurisdictions.

When a family is determined to be eligible for the program and funding is available, the PHA issues the family a housing voucher. When the family finds a suitable housing unit and funding is available, the PHA will enter into a contract with the owner and the family will enter into a lease with the owner. Each party makes their respective payment to the owner so that the owner receives full rent.

Even though the family is determined to be eligible for the program, the owner has the responsibility of approving the family as a suitable renter. The PHA continues to make payments to the owner as long as the family is eligible and the housing unit continues to qualify under the program.

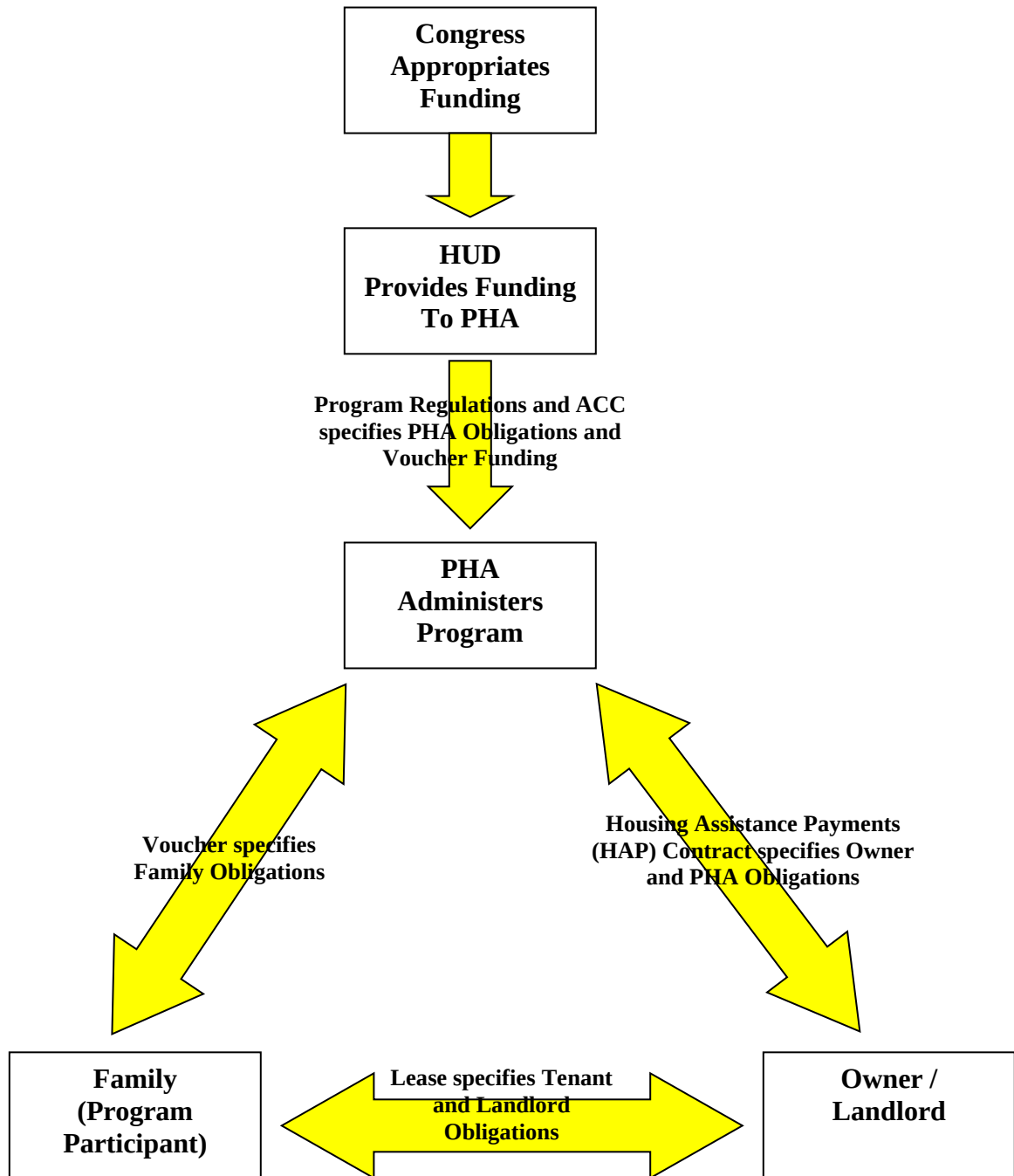
1-II.C. THE HCV PARTNERSHIPS

To administer the HCV program, the PHA enters into a contractual relationship with HUD (Consolidated Annual Contributions Contract). The PHA also enters into contractual relationships with the assisted family and the owner or landlord of the housing unit.

For the HCV program to work and be successful, all parties involved – HUD, the PHA, the owner, and the family – have important roles to play. The roles and responsibilities of all parties are defined in federal regulations and in legal documents that parties execute to participate in the program.

The chart on the following page illustrates key aspects of these relationships.

The HCV Relationships:



What Does HUD Do?

HUD has the following major responsibilities:

- Develop regulations, requirements, handbooks, notices and other guidance to implement HCV housing program legislation passed by Congress;
- Allocate HCV program funds to PHAs;
- Provide technical assistance to PHAs on interpreting and applying HCV program requirements;
- Monitor PHA compliance with HCV program requirements and PHA performance in program administration.

What Does the PHA Do?

The PHA administers the HCV program under contract with HUD and has the following major responsibilities:

- Establish local policies to administer the program;
- Review applications from interested applicants to determine whether they are eligible for the program;
- Maintain a waiting list and select families for admission;
- Issue vouchers to eligible families and provide information on how to lease a unit;
- Conduct outreach to owners, with special attention to owners outside areas of poverty or minority concentration;
- Approve the rental unit (including assuring compliance with housing quality standards and rent reasonableness), the owner, and the tenancy;
- Make housing assistance payments to the owner in a timely manner;
- Recertify families for continued eligibility under the program;
- Ensure that owners and families comply with their contractual obligations;
- Provide families and owners with prompt, professional service;
- Comply with all fair housing and equal opportunity requirements, HUD regulations and requirements, the ACC, HUD-approved applications for funding, the PHA's administrative plan, and other applicable federal, state and local laws.

What Does the Owner Do?

The owner has the following major responsibilities:

- Screen families who apply for tenancy, to determine suitability as renters.
 - The PHA can provide some information to the owner, but the primary responsibility for tenant screening rests with the owner.
 - The owner should consider family background factors such as rent and bill-paying history, history of caring for property, respecting the rights of others to peaceful enjoyment of the property, compliance with essential conditions of tenancy, whether the family is engaging in drug-related criminal activity or other criminal activity that might threaten others.
- Comply with the terms of the Housing Assistance Payments contract executed with the PHA;
- Comply with all applicable fair housing laws and do not discriminate against anyone;
- Maintain the housing unit in accordance with Housing Quality Standards (HQS) and make necessary repairs in a timely manner;
- Collect rent due from the assisted family and otherwise comply with and enforce provisions of the dwelling lease.

What Does the Family Do?

The family has the following responsibilities:

- Provide the PHA with complete and accurate information as determined by the PHA to be necessary for administration of the program;
- Make their best and most timely efforts to locate qualified and suitable housing;
- Attend all appointments scheduled by the PHA;
- Allow the PHA to inspect the unit at reasonable times and after reasonable notice;
- Take responsibility for care of the housing unit, including any violations of housing quality standards caused by the family;
- Comply with the terms of the lease with the owner;
- Comply with the family obligations of the voucher;
- Not commit serious or repeated violations of the lease;
- Not engage in drug-related or violent criminal activity;
- Notify the PHA and the owner before moving or terminating the lease;
- Use the assisted unit only for residence and as the sole residence of the family. Not sublet the unit, assign the lease, or have any interest in the unit;
- Promptly notify the PHA of any changes in family composition;
- Not commit fraud, bribery, or any other corrupt or criminal act in connection with any housing programs.

1-II.D. APPLICABLE REGULATIONS

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 35: Lead-Based Paint
- 24 CFR Part 100: The Fair Housing Act
- 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 983: Project-Based Vouchers
- 24 CFR Part 985: The Section 8 Management Assessment Program (SEMAP)

PART III: THE HCV ADMINISTRATIVE PLAN

1-III.A. OVERVIEW AND PURPOSE OF THE PLAN

The administrative plan is required by HUD. The purpose of the administrative plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the PHA's agency plan. This administrative plan is a supporting document to the PHA agency plan and is available for public review as required by CFR 24 Part 903.

This administrative plan is set forth to define the PHA's local policies for operation of the housing programs in accordance with federal laws and regulations. All issues related to the HCV program not addressed in this document are governed by such federal regulations, HUD handbooks and guidebooks, notices, and other applicable law. The policies in this administrative plan have been designed to ensure compliance with the consolidated ACC and all HUD-approved applications for program funding.

The PHA is responsible for complying with all changes in HUD regulations pertaining to the HCV program. If such changes conflict with this plan, HUD regulations will have precedence.

Administration of the HCV program and the functions and responsibilities of PHA staff shall be in compliance with the PHA's personnel policy and HUD regulations as well as all federal, state and local fair housing laws and regulations.

1-III.B. CONTENTS OF THE PLAN [24 CFR 982.54]

The HUD regulations at 24 CFR 982.54 define the policies that must be included in the administrative plan. They are as follow:

- Selection and admission of applicants from the PHA waiting list, including any PHA admission preferences, procedures for removing applicant names from the waiting list, and procedures for closing and reopening the PHA waiting list (Chapter 4);
- Issuing or denying vouchers, including PHA policy governing the voucher term and any extensions of the voucher term. If the PHA decides to allow extensions of the voucher term, the PHA administrative plan must describe how the PHA determines whether to grant extensions, and how the PHA determines the length of any extension (Chapter 5);
- Any special rules for use of available funds when HUD provides funding to the PHA for a special purpose (e.g., desegregation), including funding for specified families or a specified category of families (Chapter 4);

- Occupancy policies, including definition of what group of persons may qualify as a 'family', definition of when a family is considered to be 'continuously assisted'; standards for denying admission or terminating assistance based on criminal activity or alcohol abuse in accordance with 982.553 (Chapters 3 and 12);
- Encouraging participation by owners of suitable units located outside areas of low income or minority concentration (Chapter 13);
- Assisting a family that claims that illegal discrimination has prevented the family from leasing a suitable unit (Chapter 2);
- Providing information about a family to prospective owners (Chapters 3 and 9);
- Disapproval of owners (Chapter 13);
- Subsidy standards (Chapter 5);
- Family absence from the dwelling unit (Chapter 12);
- How to determine who remains in the program if a family breaks up (Chapter 3);
- Informal review procedures for applicants (Chapter 16);
- Informal hearing procedures for participants (Chapter 16);
- The process for establishing and revising voucher payment standards, including policies on administering decreases in the payment standard during the HAP contract term (Chapter 16);
- The method of determining that rent to owner is a reasonable rent (initially and during the term of a HAP contract) (Chapter 8);
- Special policies concerning special housing types in the program (e.g., use of shared housing) (Chapter 15);
- Policies concerning payment by a family to the PHA of amounts the family owes the PHA (Chapter 16);
- Interim redeterminations of family income and composition (Chapter 11);
- Restrictions, if any, on the number of moves by a participant family (Chapter 10);
- Approval by the board of commissioners or other authorized officials to charge the administrative fee reserve (Chapter 16);
- Procedural guidelines and performance standards for conducting required housing quality standards inspections (Chapter 8);
- PHA screening of applicants for family behavior or suitability for tenancy (Chapter 3);
- Policies governing the project-basing of vouchers in both the standard Project-Based Voucher (PBV) program (Chapter 17) and the RAD Project-Based Voucher program (Chapter 18); and
- Special policies governing any special purpose vouchers issued by the PHA (Chapter 19).

Mandatory vs. Discretionary Policy

HUD makes a distinction between:

- Mandatory policies: those driven by legislation, regulations, current handbooks, notices, and legal opinions, and
- Optional, non-binding guidance, including guidebooks, notices that have expired and recommendations from individual HUD staff.

HUD expects PHAs to adopt local policies and procedures that are consistent with mandatory policies in areas where HUD gives the PHA discretion. The PHA's administrative plan is the foundation of those policies and procedures. HUD's directions require PHAs to make policy choices that provide sufficient guidance to staff and ensure consistency to program applicants and participants.

Creating policies based upon HUD guidance is not mandatory but provides a PHA with a "safe harbor." HUD has already determined that the recommendations and suggestions it makes are consistent with mandatory policies. If a PHA adopts an alternative strategy, it must make its own determination that the alternative approach is consistent with legislation, regulations, and other mandatory requirements. There may be very good reasons for adopting a policy or procedure that is different than HUD's safe harbor, but PHAs should carefully think through those decisions.

1-III.C. ORGANIZATION OF THE PLAN

The plan is organized to provide information to users in particular areas of operation.

1-III.D. UPDATING AND REVISING THE PLAN

The PHA will revise this administrative plan as needed to comply with changes in HUD regulations. The original plan and any changes must be approved by the board of commissioners of the agency, the pertinent sections included in the Agency Plan, and a copy provided to HUD.

PHA Policy

The PHA will review and update the plan as needed, to reflect changes in regulations, PHA operations, or when needed to ensure staff consistency in operation.

Chapter 2

FAIR HOUSING AND EQUAL OPPORTUNITY

INTRODUCTION

This chapter explains the laws and HUD regulations requiring PHAs to affirmatively further civil rights and fair housing in all federally assisted housing programs. The letter and spirit of these laws are implemented through consistent policy and processes. The responsibility to further nondiscrimination pertains to all areas of the PHA's housing choice voucher (HCV) operations.

This chapter describes HUD regulations and PHA policies related to these topics in three parts:

Part I: Nondiscrimination. This part presents the body of laws and regulations governing the responsibilities of the PHA regarding nondiscrimination.

Part II: Policies Related to Persons with Disabilities. This part discusses the rules and policies of the housing choice voucher program related to reasonable accommodation for persons with disabilities. These rules and policies are based on the Fair Housing Act (42.U.S.C.) and Section 504 of the Rehabilitation Act of 1973, and incorporate guidance from the Joint Statement of The Department of Housing and Urban Development and the Department of Justice (DOJ), issued May 17, 2004.

Part III: Prohibition of Discrimination Against Limited English Proficiency Persons. This part details the obligations of the PHA to ensure meaningful access to the HCV program and its activities by persons with limited English proficiency (LEP). This part incorporates the Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons published January 22, 2007, in the *Federal Register*.

PART I: NONDISCRIMINATION

2-I.A. OVERVIEW

Federal laws require PHAs to treat all applicants and participants equally, providing the same opportunity to access services, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Orders 11063 and 13988
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012 and further clarified in Notice PIH 2014-20
- Violence Against Women Act (VAWA)

When more than one civil rights law applies to a situation, the laws will be read and applied together.

Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted will also apply.

PHA Policy

No state or local nondiscrimination laws or ordinances apply.

2-I.B. NONDISCRIMINATION

Federal regulations prohibit discrimination against certain protected classes and other groups of people. State and local requirements, as well as PHA policies, can prohibit discrimination based on other factors.

The PHA shall not discriminate because of race, color, sex, religion, familial status, age, disability or national origin (called “protected classes”)

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

The PHA will not discriminate on the basis of marital status, gender identity, or sexual orientation [FR Notice 02/03/12; Executive Order 13988].

PHA Policy

The PHA does not identify any additional protected classes.

The PHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Subject anyone to sexual harassment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or participant toward or away from a particular area based any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class

Providing Information to Families and Owners

The PHA must take steps to ensure that families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, the PHA must provide information to HCV applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301]. The Housing Assistance Payments (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

2-I.C. DISCRIMINATION COMPLAINTS

General Housing Discrimination Complaints

If an applicant or participant believes that any family member has been discriminated against by the PHA or an owner, the family should advise the PHA. The PHA should make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.

In all cases, the PHA will advise the family that they may file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

PHA Policy

Applicants or participants who believe that they have been subject to unlawful discrimination may notify the PHA either orally or in writing.

Within 10 business days of receiving the complaint, the PHA will investigate and attempt to remedy discrimination complaints made against the PHA. The PHA will also advise the family of their right to file a fair housing complaint with HUD's Office of Fair Housing and Equal Opportunity (FHEO). The fair housing poster, posted in conspicuous and accessible locations in PHA lobbies, will reference how to file a complaint with FHEO.

The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

Complaints under the Equal Access Final Rule [Notice PIH 2014-20]

Notice PIH 2014-20 requires an articulated complaint process for allegations of discrimination under the Equal Access Final rule. The Equal Access Final Rule requires that PHAs provide equal access regardless of marital status, gender identity, or sexual orientation. The PHA will be informed on these obligations by the HUD Field Office or FHEO when an Equal Access complaint investigation begins.

PHA Policy

Applicants or tenant families who believe that they have been subject to unlawful discrimination based on marital status, gender identity, or sexual orientation under the Equal Access Rule may notify the PHA either orally or in writing.

Within 10 business days of receiving the complaint, the PHA will provide a written notice to those alleged to have violated the rule. The PHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The PHA will attempt to remedy discrimination complaints made against the PHA and will conduct an investigation into all allegations of discrimination.

Within 10 business days following the conclusion of the PHA's investigation, the PHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

VAWA Complaint Processing [Notice FHEO 2023-01]

A complainant may, not later than one year after an alleged VAWA violation has occurred or terminated, file a complaint with FHEO alleging such violation. If there is a violation that began prior to a year before the complaint is filed, but it continues into the one-year time period, HUD will accept the complaint. FHEO will investigate the complaint if it is timely and FHEO otherwise has jurisdiction. If a complaint is filed more than one year after the alleged violation occurred or terminated, FHEO may, but is not required to, investigate the allegations under the additional authority and procedures described in FHEO 2023-01.

Complaints do not need to allege a violation of the Fair Housing Act for FHEO to accept and investigate the complaint.

PHA Policy

Applicants or tenant families who wish to file a VAWA complaint against the PHA may notify the PHA either orally or in writing.

The PHA will advise the family of their right to file a VAWA complaint with HUD's Office of Fair Housing and Equal Opportunity (FHEO). The PHA will inform the family that not later than one year after an alleged VAWA violation has occurred or terminated, applicants and tenants who believe they have been injured by a VAWA violation or will be injured by such a violation that is about to occur may file a VAWA complaint using FHEO's online complaint form via mail, email, or telephone.

The PHA will attempt to remedy complaints made against the PHA and will conduct an investigation into all allegations of discrimination.

The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

PART II: POLICIES RELATED TO PERSONS WITH DISABILITIES

2-II.A. OVERVIEW

One type of disability discrimination prohibited by the Fair Housing Act is the refusal to make reasonable accommodation in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy a program or dwelling under the program.

The PHA must ensure that persons with disabilities have full access to the PHA's programs and services. This responsibility begins with the first contact by an interested family and continues through every aspect of the program.

PHA Policy

The PHA will ask all applicants and participants if they require any type of accommodations, in writing, on the intake application, reexamination documents, and notices of adverse action by the PHA, by including the following language:

“If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact the housing authority.”

A specific name and phone number of designated staff will be provided to process requests for accommodation.

The PHA will display posters and other housing information and signage in locations throughout the PHA's office in such a manner as to be easily readable from a wheelchair.

2-II.B. DEFINITION OF REASONABLE ACCOMMODATION

A reasonable accommodation is an adjustment made to a rule, policy, practice, or service that allows a person with a disability to have equal access to the HCV program. For example, reasonable accommodations may include making home visits, extending the voucher term, or approving an exception payment standard in order for a participant to lease an accessible dwelling unit.

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an “undue financial and administrative burden” for the PHA, or result in a “fundamental alteration” in the nature of the program or service offered. A fundamental alteration is a modification that alters the essential nature of a provider’s operations.

Types of Reasonable Accommodations

When needed, the PHA will modify normal procedures to accommodate the needs of a person with disabilities. Examples include:

- Permitting applications and reexaminations to be completed by mail
- Conducting home visits
- Using higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside the PHA range) if the PHA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit
- Providing time extensions for locating a unit when necessary because of lack of availability of accessible units or special challenges of the family in seeking a unit
- Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff

2-II.C. REQUEST FOR AN ACCOMMODATION

If an applicant or participant indicates that an exception, change, or adjustment to a rule, policy, practice, or service is needed because of a disability, HUD requires that the PHA treat the information as a request for a reasonable accommodation, even if no formal request is made [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

The family must explain what type of accommodation is needed to provide the person with the disability full access to the PHA's programs and services.

If the need for the accommodation is not readily apparent or known to the PHA, the family must explain the relationship between the requested accommodation and the disability. There must be an identifiable connection, or nexus, between the requested accommodation and the individual's disability.

PHA Policy

The PHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, the PHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

2-II.D. VERIFICATION OF DISABILITY

The regulatory civil rights definition for persons with disabilities is provided in Exhibit 2-1 at the end of this chapter. The definition of a person with a disability for the purpose of obtaining a reasonable accommodation is much broader than the HUD definition of disability which is used for waiting list preferences and income allowances.

Before providing an accommodation, the PHA must determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the PHA's programs and services.

If a person's disability is obvious or otherwise known to the PHA, and if the need for the requested accommodation is also readily apparent or known, no further verification will be required [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act].

If a family indicates that an accommodation is required for a disability that is not obvious or otherwise known to the PHA, the PHA must verify that the person meets the definition of a person with a disability, and that the limitations imposed by the disability require the requested accommodation.

When verifying a disability, the PHA will follow the verification policies provided in Chapter 7. All information related to a person's disability will be treated in accordance with the confidentiality policies provided in Chapter 16. In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

- Third-party verification must be obtained from an individual identified by the family who is competent to make the determination. A doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability may provide verification of a disability [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act]
- The PHA must request only information that is necessary to evaluate the disability-related need for the accommodation. The PHA will not inquire about the nature or extent of any disability.
- Medical records will not be accepted or retained in the participant file.
- In the event that the PHA does receive confidential information about a person's specific diagnosis, treatment, or the nature or severity of the disability, the PHA will dispose of it. In place of the information, the PHA will note in the file that the disability and other requested information have been verified, the date the verification was received, and the name and address of the knowledgeable professional who sent the information [Notice PIH 2010-26].

2-II.E. APPROVAL/DENIAL OF A REQUESTED ACCOMMODATION [Joint Statement of the Departments of HUD and Justice: Reasonable Accommodations under the Fair Housing Act, Notice PIH 2010-26].

The PHA must approve a request for an accommodation if the following three conditions are met:

- The request was made by or on behalf of a person with a disability.
- There is a disability-related need for the accommodation.
- The requested accommodation is reasonable, meaning it would not impose an undue financial and administrative burden on the PHA, or fundamentally alter the nature of the PHA's HCV operations (including the obligation to comply with HUD requirements and regulations).

Requests for accommodations must be assessed on a case-by-case basis, taking into account factors such as the overall size of the PHA's program with respect to the number of employees, type of facilities and size of budget, type of operation including composition and structure of workforce, the nature and cost of the requested accommodation, and the availability of alternative accommodations that would effectively meet the family's disability-related needs.

Before making a determination whether to approve the request, the PHA may enter into discussion and negotiation with the family, request more information from the family, or may require the family to sign a consent form so that the PHA may verify the need for the requested accommodation.

PHA Policy

After a request for an accommodation is presented, the PHA will respond in writing within 10 business days.

If the PHA denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the notice will inform the family of the right to appeal the PHA's decision through an informal review (if applicable) or informal hearing (see Chapter 16).

If the PHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the PHA's operations), the PHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the HCV program and without imposing an undue financial and administrative burden.

If the PHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, the PHA will notify the family in writing of its determination within 10 business days from the date of the most recent discussion or communication with the family.

2-II.F. PROGRAM ACCESSIBILITY FOR PERSONS WITH HEARING OR VISION IMPAIRMENTS

HUD regulations require the PHA to ensure that persons with disabilities related to hearing and vision have reasonable access to the PHA's programs and services [24 CFR 8.6].

At the initial point of contact with each applicant, the PHA shall inform all applicants of alternative forms of communication that can be used other than plain language paperwork.

PHA Policy

To meet the needs of persons with hearing impairments, TTD/TTY (text telephone display / teletype) communication will be available.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request. When visual aids are used in public meetings or presentations, or in meetings with PHA staff, one-on-one assistance will be provided upon request.

Additional examples of alternative forms of communication are sign language interpretation; having material explained orally by staff; or having a third party representative (a friend, relative or advocate, named by the applicant) to receive, interpret and explain housing materials and be present at all meetings.

2-II.G. PHYSICAL ACCESSIBILITY

The PHA must comply with a variety of regulations pertaining to physical accessibility, including the following:

- Notice PIH 2010-26
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990
- The Architectural Barriers Act of 1968
- The Fair Housing Act of 1988

The PHA's policies concerning physical accessibility must be readily available to applicants and participants. They can be found in three key documents:

- This plan describes the key policies that govern the PHA's responsibilities with regard to physical accessibility.
- Notice PIH 2010-26 summarizes information about pertinent laws and implementing regulations related to nondiscrimination and accessibility in federally-funded housing programs.
- The PHA Plan provides information about self-evaluation, needs assessment, and transition plans.

The design, construction, or alteration of PHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible, defined as not imposing an undue financial and administrative burden on the operations of the HCV program.

When issuing a voucher to a family that includes an individual with disabilities, the PHA will include a current list of available accessible units known to the PHA and will assist the family in locating an available accessible unit, if necessary.

In general, owners must permit the family to make reasonable modifications to the unit. However, the owner is not required to pay for the modification and may require that the unit be restored to its original state at the family's expense when the family moves.

2-II.H. DENIAL OR TERMINATION OF ASSISTANCE

A PHA's decision to deny or terminate the assistance of a family that includes a person with disabilities is subject to consideration of reasonable accommodation [24 CFR 982.552 (2)(iv)].

When applicants with disabilities are denied assistance, the notice of denial must inform them of the PHA's informal review process and their right to request an informal review. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process.

When a participant family's assistance is terminated, the notice of termination must inform them of the PHA's informal hearing process and their right to request a hearing and reasonable accommodation.

When reviewing reasonable accommodation requests, the PHA must consider whether any mitigating circumstances can be verified to explain and overcome the problem that led to the PHA's decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA must make the accommodation.

PART III: IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

2-III.A. OVERVIEW

Language for Limited English Proficiency Persons (LEP) can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the HCV program. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin. This part incorporates the Final Guidance to Federal Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007, in the *Federal Register*.

The PHA will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).

LEP is defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this administrative plan, LEP persons are HCV applicants and participants, and parents and family members of applicants and participants.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the Housing Choice Voucher program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.

2-III.B. ORAL INTERPRETATION

The PHA will offer competent interpretation services free of charge, upon request, to the LEP person.

PHA Policy

The PHA will utilize a language line for telephone interpreter services.

When exercising the option to conduct remote briefings, informal reviews, or hearings, however, the PHA will coordinate with a remote interpretation service which, when available, uses video conferencing technology rather than voice-only interpretation.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PHA. The PHA, at its discretion, may choose to use the language services even when LEP persons desire to use an interpreter of their choosing. The interpreter may be a family member or friend. If the interpreter chosen by the family is a minor, the PHA will not rely on the minor to serve as the interpreter.

The PHA will analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. "Reasonable steps" may not be reasonable where the costs imposed substantially exceed the benefits.

Where feasible and possible, according to its language assistance plan (LAP), the PHA will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents.

2-III.C. WRITTEN TRANSLATION

Translation is the replacement of a written text from one language into an equivalent written text in another language.

PHA Policy

In order to comply with written-translation obligations, the PHA will take the following steps:

The PHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the PHA does not translate vital written materials, but provides written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

2-III.D. IMPLEMENTATION PLAN

After completing the four-factor analysis and deciding what language assistance services are appropriate, the PHA shall determine whether it is necessary to develop a written implementation plan to address the identified needs of the LEP populations it serves.

If the PHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the PHA's Housing Choice Voucher program and services.

PHA Policy

If it is determined that the PHA serves very few LEP persons, and the PHA has very limited resources, the PHA will not develop a written LEP plan, but will consider alternative ways to articulate in a reasonable manner a plan for providing meaningful access. Entities having significant contact with LEP persons, such as schools, grassroots and faith-based organizations, community groups, and groups working with new immigrants will be contacted for input into the process.

If the PHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

EXHIBIT 2-1: DEFINITION OF A PERSON WITH A DISABILITY UNDER FEDERAL CIVIL RIGHTS LAWS [24 CFR Parts 8.3 and 100.201]

A person with a disability, as defined under federal civil rights laws, is any person who:

- Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- Has a record of such impairment, or
- Is regarded as having such impairment

The phrase “physical or mental impairment” includes:

- Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to: such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.

“Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity (such as the PHA) as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.

The definition of a person with disabilities does not include:

- Current illegal drug users
- People whose alcohol use interferes with the rights of others
- Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the HCV program

The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.

The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the \$480 dependent deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.

The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people will not qualify as a disabled person under the HCV program, yet an accommodation is needed to provide equal opportunity.

Chapter 3

ELIGIBILITY

INTRODUCTION

The PHA is responsible for ensuring that every individual and family admitted to the HCV program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the PHA to confirm eligibility and determine the level of the family's assistance.

To be eligible for the HCV program:

- The applicant family must:
 - Qualify as a family as defined by HUD and the PHA.
 - Have income at or below HUD-specified income limits.
 - Qualify on the basis of citizenship or the eligible immigrant status of family members.
 - Provide social security number information for household members as required.
 - Consent to the PHA's collection and use of family information as provided for in PHA-provided consent forms.
 - Not currently be receiving a duplicative subsidy.
 - Meet net asset and property ownership restriction requirements.
- The PHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or the PHA.

This chapter contains three parts:

Part I: Definitions of Family and Household Members. This part contains HUD and PHA definitions of family and household members and explains initial and ongoing eligibility issues related to these members.

Part II: Basic Eligibility Criteria. This part discusses income eligibility, and rules regarding citizenship, social security numbers, and family consent.

Part III: Denial of Assistance. This part covers factors related to an applicant's past or current conduct (e.g., criminal activity) that can cause the PHA to deny assistance as well as the asset limitation for HCV.

PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

3-I.A. OVERVIEW

Some eligibility criteria and program rules vary depending upon the composition of the family requesting assistance. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the assisted unit. This part provides information that is needed to correctly identify family and household members, and to apply HUD's eligibility rules.

3-I.B. FAMILY AND HOUSEHOLD [24 CFR 5.403; FR Notice 02/03/12; Notice PIH 2014-20; and FR Notice 2/14/23]

The terms *family* and *household* have different meanings in the HCV program.

Family

To be eligible for assistance, an applicant must qualify as a family. *Family* as defined by HUD includes, but is not limited to the following, regardless actual or perceived sexual orientation, gender identity, or marital status, a single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or a group of persons residing together. Such group includes but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, and the remaining member of a tenant family. The PHA has the discretion to determine if any other group of persons qualifies as a family.

Gender Identity means actual or perceived gender characteristics.

Sexual orientation means homosexuality, heterosexuality, or bisexuality.

PHA Policy

A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.

Each family must identify the individuals to be included in the family at the time of application and must notify the PHA if the family's composition changes.

Household

Household is a broader term that includes additional people who, with the PHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

3-I.C. FAMILY BREAKUP AND REMAINING MEMBER OF TENANT FAMILY

Family Breakup [24 CFR 982.315; Notice PIH 2017-08]

Except under the following conditions, the PHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:

- If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA must ensure that the victim retains assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault, stalking, and human trafficking, see section 16-IX.D of this plan.)
- In accordance with Notice PIH 2017-08, for HUD–Veterans Affairs Supportive Housing (HUD–VASH) vouchers, when the veteran is the perpetrator of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the victim must continue to be assisted. Upon termination of the perpetrator’s HUD–VASH voucher, the victim should be given a regular HCV if one is available, and the perpetrator’s HUD–VASH voucher should be used to serve another eligible family. If a regular HCV is not available, the victim will continue to use the HUD–VASH voucher, which must be issued to another eligible family upon the voucher’s turnover.
- If a court determines the disposition of property between members of the assisted family, the PHA is bound by the court’s determination of which family members continue to receive assistance.

PHA Policy

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while receiving assistance, only one of the new families will continue to be assisted.

In the absence of a judicial decision or an agreement among the original family members, the PHA will determine which family will retain their placement on the waiting list or continue to receive assistance. In making its determination, the PHA will take into consideration the following factors: (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse; (4) any possible risks to family members as a result of criminal activity; and (5) the recommendations of social service professionals

Remaining Member of a Tenant Family [24 CFR 5.403]

The HUD definition of family includes the *remaining member of a tenant family*, which is a member of an assisted family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only “remaining members of a tenant family” and there is no family member able to assume the responsibilities of the head of household, see Chapter 6, Section 6-I.B, for the policy on “Caretakers for a Child.”

3-I.D. HEAD OF HOUSEHOLD [24 CFR 5.504(b)]

Head of household means the adult member of the family who is considered the head for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a cohead or spouse.

PHA Policy

The family may designate any qualified family member as the head of household.

The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

3-I.E. SPOUSE, COHEAD, AND OTHER ADULT

A family may have a spouse or cohead, but not both [HUD-50058 IB, p. 13].

Spouse means the marriage partner of the head of household.

PHA Policy

A *marriage partner* includes the partner in a "common law" marriage as defined in state law. The term “spouse” does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.

A *cohead* is an individual in the household who is equally responsible with the head of household for ensuring that the family fulfills all of its responsibilities under the program, but who is not a spouse. A family can have only one cohead.

PHA Policy

Minors who are emancipated under state law may be designated as a cohead.

Other adult means a family member, other than the head, spouse, or cohead, who is 18 years of age or older. Foster adults and live-in aides are not considered other adults.

3-I.F. DEPENDENTS AND MINORS [24 CFR 5.603]

A *minor* is a member of the family, other than the head of family or spouse, who is under 18 years of age.

A *dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, cohead, foster children/adults and live-in aides. Identifying each dependent in the family is important because each dependent qualifies the family for a dependent allowance as described in Chapter 6.

Joint Custody of Dependents

PHA Policy

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

3-I.G. FULL-TIME STUDENT [24 CFR 5.603; HCV GB, p. 5-29]

A *full-time student* (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is needed to be full-time is defined by the educational institution.

Identifying each FTS is important because: (1) each family member that is an FTS, other than the head, spouse, or cohead, qualifies the family for a dependent allowance, and (2) the earned income of such an FTS is treated differently from the income of other family members.

3-I.H. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY [24 CFR 5.100 and 5.403, FR Notice 02/03/12]

Elderly Persons

An *elderly person* is a person who is at least 62 years of age.

Near-Elderly Persons

A *near-elderly person* is a person who is 50-61 years of age.

Elderly Family

An *elderly family* is one in which the head, spouse, cohead, or sole member is an elderly person. Identifying elderly families is important because elderly families qualify for the elderly family allowance as described in Chapter 6.

3-I.I. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403, FR Notice 02/03/12]

Persons with Disabilities

Under the HCV program, special rules apply to persons with disabilities and to any family whose head, spouse, or cohead is a person with disabilities. The technical definitions of individual with handicaps and persons with disabilities are provided in Exhibit 3-1 at the end of this chapter. These definitions are used for a number of purposes including ensuring that persons with disabilities are not discriminated against based upon disability.

As discussed in Chapter 2, the PHA must make all aspects of the HCV program accessible to persons with disabilities and consider reasonable accommodations requested based upon a person's disability.

Disabled Family

A *disabled family* is one in which the head, spouse, or cohead is a person with disabilities. Identifying disabled families is important because these families qualify for the disabled family allowance as described in Chapter 6.

Even though persons with drug or alcohol dependencies are considered persons with disabilities, this does not prevent the PHA from denying assistance for reasons related to alcohol and drug abuse in accordance with the policies found in Part III of this chapter, or from terminating assistance in accordance with the policies in Chapter 12.

3-I.J. GUESTS [24 CFR 5.100]

A *guest* is a person temporarily staying in the unit with the consent of a member of the household who has expressed or implied authority to so consent.

PHA Policy

A guest can remain in the assisted unit no longer than 15 consecutive days or a total of 30 cumulative calendar days during any 12-month period. Tenants must have landlord permission and notification to the PHA, guests may be allowed to stay up to 90 cumulative days in a 12-month period. Requests should be made in writing when possible and approved by the PHA prior to the individual staying in the unit.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last 40 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

3-I.K. FOSTER CHILDREN AND FOSTER ADULTS [24 CFR 5.603]

A *foster adult* is a member of the household who is 18 years of age or older and meets the definition of a *foster adult* under state law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition, and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

A *foster child* is a member of the household who meets the definition of a *foster child* under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

Foster children and foster adults who are living with an applicant or who have been approved by the PHA to live with a participant family are considered household members but not family members. The income of foster children/adults is not counted in family annual income, and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603; HUD-50058 IB, p. 13].

PHA Policy

A foster child or foster adult may be allowed to reside in the unit if their presence would not result in a violation of HQS space standards according to 24 CFR 982.401.

Children that are temporarily absent from the home as a result of placement in foster care are discussed in Section 3-I.L.

3-I.L. ABSENT FAMILY MEMBERS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order.

Definitions of Temporarily and Permanently Absent

PHA Policy

Generally, an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students

PHA Policy

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the PHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care [24 CFR 5.403]

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

PHA Policy

If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

Absent Head, Spouse, or Cohead

PHA Policy

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member **as long as at least one household member remains in the assisted unit.**

Family Members Permanently Confined for Medical Reasons [HCV GB, p. 5-22]

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted [HCV GB, p. 5-22].

PHA Policy

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

The PHA will request verification of the family member's permanent absence from a responsible medical professional. If the responsible medical professional cannot provide a determination, the person will be considered temporarily absent. If the family certifies that the family member is confined on a permanent basis, they may present, and the PHA will consider, any additional documentation or evidence.

Return of Permanently Absent Family Members

PHA Policy

The family must request PHA approval for the return of any adult family members that the PHA previously determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed elsewhere in this chapter.

3-I.M. LIVE-IN AIDE

A *live-in aide* is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

The PHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

The income of a live-in aide is not counted in the calculation of annual income for the family [24 CFR 5.609(b)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. Because live-in aides are not *family* members, a relative who serves as a live-in aide would not be considered a remaining member of a tenant family.

PHA Policy

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request-subject to PHA verification-at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

The PHA will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 982.316(b)]:

- The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

- The person commits drug-related criminal activity or violent criminal activity; or

- The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

The PHA will notify the family of its decision in writing within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request.

PART II: BASIC ELIGIBILITY CRITERIA

3-II.A. INCOME ELIGIBILITY AND TARGETING

Income Limits

HUD establishes income limits for all areas of the country and publishes them annually in the *Federal Register*. They are based upon estimates of median family income with adjustments for family size. The income limits are used to determine eligibility for the program and for income targeting purposes as discussed in this section.

Definitions of the Income Limits [24 CFR 5.603(b)]

Low-income family. A family whose annual income does not exceed 80 percent of the median income for the area, adjusted for family size.

Very low-income family. A family whose annual income does not exceed 50 percent of the median income for the area, adjusted for family size.

Extremely low-income family. A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher.

Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Using Income Limits for Eligibility [24 CFR 982.201 and Notice PIH 2023-27]

Income limits are used for eligibility only at admission. Income eligibility is determined by comparing the annual income of an applicant to the applicable income limit for their family size. Income and net family assets of household members are excluded when determining income eligibility; however, household members are considered for purposes of unit size and subsidy standards. In order to be income eligible, an applicant family must be one of the following:

- A *very low-income* family
- A *low-income* family that has been “continuously assisted” under the 1937 Housing Act. A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the HCV program [24 CFR 982.4; 24 CFR 982.201(b)]

PHA Policy

The PHA will consider a family to be continuously assisted if the family was leasing a unit under any 1937 Housing Act program at the time they were selected from the PHA’s waiting list.

- A low-income family that qualifies for voucher assistance as a non-purchasing household living in HOPE 1 (public housing homeownership), HOPE 2 (multifamily housing homeownership) developments, or other HUD-assisted multifamily homeownership programs covered by 24 CFR 248.173

A low-income or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in 24 CFR 248.101.

HUD permits the PHA to establish additional categories of low-income families that may be determined eligible. The additional categories must be consistent with the PHA plan and the consolidated plans for local governments within the PHA's jurisdiction.

PHA Policy

The PHA has not established any additional categories of eligible low-income families.

Using Income Limits for Targeting [24 CFR 982.201]

At least 75 percent of the families admitted to the PHA's program during a PHA fiscal year must be extremely low-income families. HUD may approve exceptions to this requirement if the PHA demonstrates that it has made all required efforts, but has been unable to attract an adequate number of qualified extremely low-income families.

Families continuously assisted under the 1937 Housing Act and families living in eligible low-income housing that are displaced as a result of prepayment of a mortgage or voluntary termination of a mortgage insurance contract are not counted for income targeting purposes.

3-II.B. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5, Subpart E]

Housing assistance is available only to individuals who are U.S. citizens, U.S. nationals (herein referred to as citizens and nationals), or noncitizens that have eligible immigration status. At least one family member must be a citizen, national, or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

All applicant families must be notified of the requirement to submit evidence of their citizenship status when they apply. Where feasible, and in accordance with the PHA's Limited English Proficiency Plan, the notice must be in a language that is understood by the individual if the individual is not proficient in English.

Declaration [24 CFR 5.508]

HUD requires each family member to declare whether the individual is a citizen, a national, or an eligible noncitizen, except those members who elect not to contend that they have eligible immigration status. Those who elect not to contend their status are considered to be ineligible noncitizens. For citizens, nationals and eligible noncitizens the declaration must be signed personally by the head, spouse, cohead, and any other family member 18 or older, and by a parent or guardian for minors. The family must identify in writing any family members who elect not to contend their immigration status (see Ineligible Noncitizens below). No declaration is required for live-in aides, foster children, or foster adults.

U.S. Citizens and Nationals

In general, citizens and nationals are required to submit only a signed declaration as verification of their status. However, HUD regulations permit the PHA to request additional documentation of their status, such as a passport.

PHA Policy

Family members who declare citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

Eligible Noncitizens

In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with PHA efforts to verify their immigration status as described in Chapter 7. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

Lawful residents of the Marshall Islands, the Federated States of Micronesia, and Palau, together known as the Freely Associated States, or FAS, are eligible for housing assistance under section 141 of the Compacts of Free Association between the U.S. Government and the Governments of the FAS [Public Law 106-504].

Ineligible Noncitizens

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or cohead (regardless of citizenship status), indicating their ineligible immigration status. The PHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

Providing housing assistance to noncitizen students is prohibited [24 CFR 5.522]. This prohibition extends to the noncitizen spouse of a noncitizen student as well as to minor children who accompany or follow to join the noncitizen student. Such prohibition does not extend to the citizen spouse of a noncitizen student or to the children of the citizen spouse and noncitizen student. Such a family is eligible for prorated assistance as a mixed family.

Mixed Families

A family is eligible for assistance as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered *mixed families*. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. See Chapter 6 for a discussion of how rents are prorated, and Chapter 16 for a discussion of informal hearing procedures.

Ineligible Families [24 CFR 5.514(d), (e), and (f)]

A PHA may elect to provide assistance to a family before the verification of the eligibility of the individual or one family member [24 CFR 5.512(b)]. Otherwise, no individual or family may be assisted prior to the affirmative establishment by the PHA that the individual or at least one family member is eligible. Verification of eligibility for this purpose occurs when the individual or family members have submitted documentation to the PHA in accordance with program requirements [24 CFR 5.512(a)].

PHA Policy

The PHA will not provide assistance to a family before the verification of at least one family member.

When a PHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 business days of the determination.

The notice will explain the reasons for the denial of assistance, that the family may be eligible for proration of assistance, and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with the PHA. The informal hearing with the PHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

Informal hearing procedures are contained in Chapter 16.

Timeframe for Determination of Citizenship Status [24 CFR 5.508(g)]

For new occupants joining the assisted family, the PHA must verify status at the first interim or regular reexamination following the person's occupancy, whichever comes first.

If an individual qualifies for a time extension for the submission of required documents, the PHA must grant such an extension for no more than 30 days [24 CFR 5.508(h)].

Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

PHA Policy

The PHA will verify the citizenship status of applicants at the time other eligibility factors are determined.

3-II.C. SOCIAL SECURITY NUMBERS [24 CFR 5.216 and 5.218, Notice PIH 2018-24]

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. If a child under age 6 has been added to an applicant family within 6 months prior to voucher issuance, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within 90 days of the effective date of the initial HAP contract. A detailed discussion of acceptable documentation is provided in Chapter 7.

Note: These requirements do not apply to noncitizens who do not contend eligible immigration status.

In addition, each participant who has not previously disclosed an SSN, has previously disclosed an SSN that HUD or the SSA determined was invalid, or has been issued a new SSN must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next interim or annual reexamination or recertification. Participants age 62 or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, are exempt from this requirement and remain exempt even if they move to a new assisted unit.

The PHA must deny assistance to an applicant family if they do not meet the SSN disclosure and documentation requirements contained in 24 CFR 5.216.

3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.232; HCV GB, p. 5-13]

HUD requires that each adult family member, and the head of household, spouse, or cohead, regardless of age, sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, the form HUD-52675 Debts Owed to Public Housing Agencies and Terminations, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements. The consent form remains effective until the family is denied assistance, assistance is terminated, or the family provides written notification to revoke consent.

The PHA must deny admission to the program if any member of the applicant family fails to sign and submit the consent forms for obtaining information in accordance with 24 CFR 5, Subparts B and F [24 CFR 982.552(b)(3) and 24 CFR 5.232(a)].

However, this does not apply if the applicant or participant, or any member of their family, revokes their consent with respect to the ability of the PHA to access financial records from financial institutions, unless the PHA establishes a policy that revocation of consent to access financial records will result in denial or termination of assistance or admission [24 CFR 5.232(c)]

PHA Policy

The PHA has established a policy that revocation of consent to access financial records will result in denial of admission.

3-II.E. STUDENTS ENROLLED IN INSTITUTIONS OF HIGHER EDUCATION [24 CFR 5.612, FR Notice 4/10/06, FR Notice 9/21/16]

Section 327 of Public Law 109-115 and the implementing regulation at 24 CFR 5.612 established new restrictions on the eligibility of certain students (both part- and full-time) who are enrolled in institutions of higher education.

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the student's eligibility must be examined along with the income eligibility of the student's parents. In these cases, both the student and the student's parents must be income eligible for the student to receive HCV assistance. If, however, a student in these circumstances is determined independent from their parents in accordance with PHA policy, the income of the student's parents will not be considered in determining the student's eligibility.

The new law does not apply to students who reside with parents who are applying to receive HCV assistance. It is limited to students who are seeking assistance on their own, separately from their parents.

Definitions

In determining whether and how the new eligibility restrictions apply to a student, the PHA will rely on the following definitions [FR Notice 4/10/06, FR Notice 9/21/16].

Dependent Child

In the context of the student eligibility restrictions, *dependent child* means a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* in 24 CFR 5.603, which states that the dependent must be a member of the assisted family, other than the head of household or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. Foster children and foster adults are not considered dependents.

Independent Student

PHA Policy

The PHA will consider a student “independent” from their parents and the parents’ income will not be considered when determining the student’s eligibility if the following four criteria are all met:

The individual is of legal contract age under state law.

The individual has established a household separate from their parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education’s definition of independent student.

To be considered an *independent student* according to the Department of Education, a student must meet one or more of the following criteria:

The individual is at least 24 years old by December 31 of the award year for which aid is sought

The individual is an orphan, in foster care, or a ward of the court, or was an orphan, in foster care, or ward of the court at any time when the individual was 13 years of age or older

The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual’s state of legal residence

The individual is a veteran of the U.S. Armed Forces or is currently serving on active duty in the Armed Forces for other than training purposes

The individual is a graduate or professional student

The individual is married

The individual has one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent)

The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, or as unaccompanied, at risk of homelessness, and self-supporting by:

A local educational agency homeless liaison

The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director

A financial aid administrator

The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances

The individual was not claimed as a dependent by their parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms.

The individual provides a certification of the amount of financial assistance that will be provided by their parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

If the PHA determines that an individual meets the definition of a *vulnerable youth* such a determination is all that is necessary to determine that the person is an *independent student* for the purposes of using only the student's income for determining eligibility for assistance.

The PHA will verify that a student meets the above criteria in accordance with the policies in Section 7-II.E.

Institution of Higher Education

The PHA will use the statutory definition under section 102 of the Higher Education Act of 1965 to determine whether a student is attending an *institution of higher education* (see Exhibit 3-2).

Parents

PHA Policy

For purposes of student eligibility restrictions, the definition of *parents* includes biological or adoptive parents, stepparents (as long as they are currently married to the biological or adoptive parent), and guardians (e.g., grandparents, aunt/uncle, godparents, etc).

Person with Disabilities

The PHA will use the statutory definition under section 3(b)(3)(E) of the 1937 Act to determine whether a student is a *person with disabilities* (see Exhibit 3-1).

Veteran

PHA Policy

A *veteran* is a person who served in the active military, naval, or air service and who was discharged or released from such service under conditions other than dishonorable.

Vulnerable Youth

PHA Policy

A *vulnerable youth* is an individual who meets the U.S. Department of Education's definition of *independent student* in paragraphs (b), (c), or (h), as adopted in Section II of FR Notice 9/21/16:

The individual is an orphan, in foster care, or a ward of the court, or was an orphan, in foster care, or ward of the court at any time when the individual was 13 years of age or older

The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's state of legal residence

The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, or as unaccompanied, at risk of homelessness, and self-supporting by:

A local educational agency homeless liaison

The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director

A financial aid administrator

Determining Student Eligibility

If a student is applying for assistance on their own, apart from their parents, the PHA must determine whether the student is subject to the eligibility restrictions contained in 24 CFR 5.612. If the student is subject to those restrictions, the PHA must ensure that: (1) the student is individually eligible for the program, (2) either the student is independent from their parents or the student's parents are income eligible for the program, and (3) the "family" with which the student is applying is collectively eligible for the program.

PHA Policy

For any student who is subject to the 5.612 restrictions, the PHA will:

- Follow its usual policies in determining whether the student individually and the student's "family" collectively are eligible for the program

- Determine whether the student is independent from their parents in accordance with the definition of *independent student* in this section

- Follow the policies below, if applicable, in determining whether the student's parents are income eligible for the program

If the PHA determines that the student, the student's parents (if applicable), or the student's "family" is not eligible, the PHA will send a notice of denial in accordance with the policies in Section 3-III.F, and the applicant family will have the right to request an informal review in accordance with the policies in Section 16-III.B.

Determining Parental Income Eligibility

PHA Policy

For any student who is subject to the 5.612 restrictions and who does not satisfy the definition of *independent student* in this section, the PHA will determine the income eligibility of the student's parents as follows:

If the student's parents are married and living together, the PHA will obtain a joint income declaration and certification of joint income from the parents.

If the student's parent is widowed or single, the PHA will obtain an income declaration and certification of income from that parent.

If the student's parents are divorced or separated, the PHA will obtain an income declaration and certification of income from each parent.

If the student has been living with one of their parents and has not had contact with or does not know where to contact their other parent, the PHA will require the student to submit a certification under penalty of perjury describing the circumstances and stating that the student does not receive financial assistance from the other parent. The PHA will then obtain an income declaration and certification of income from the parent with whom the student has been living or had contact.

In determining the income eligibility of the student's parents, the PHA will use the income limits for the jurisdiction in which the parents live.

3-II.F. EIV SYSTEM SEARCHES [EIV FAQs; EIV System Training 9/30/20; and Notice PIH 2023-27]

Existing Tenant Search

Prior to admission to the program, the PHA must search for all household members using the EIV Existing Tenant Search module. The PHA must review the reports for any SSA matches involving another PHA or a multifamily entity and follow up on any issues identified. The PHA must provide the family with a copy of the Existing Tenant Search results if requested. At no time may any family member receive duplicative assistance.

If the tenant is a new admission to the PHA, and a match is identified at a multifamily property, the PHA must report the program admission date to the multifamily property and document the notification in the tenant file. The family must provide documentation of move-out from the assisted unit, as applicable.

PHA Policy

The PHA will contact the other PHA or owner identified in the report to confirm that the family has moved out of the unit and obtain documentation of current tenancy status, including a form HUD-50058 or 50059, as applicable, showing an end of participation. The PHA will only approve assistance contingent upon the move-out from the currently occupied assisted unit.

Debts Owed to PHAs and Terminations

All adult household members must sign the form HUD-52675 Debts Owed to Public Housing and Terminations. Prior to admission to the program, the PHA must search for each adult family member in the Debts Owed to PHAs and Terminations module.

If a current or former tenant disputes the information in the module, the tenant should contact the PHA directly in writing to dispute the information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the program.

PHA Policy

The PHA will require each adult household member to sign the form HUD-52675 once at the eligibility determination. Any new members added to the household after admission will be required to sign the form HUD-52675 prior to being added to the household.

The PHA will search the Debts Owed to PHAs and Terminations module as part of the eligibility determination for new households and as part of the screening process for any household members added after the household is admitted to the program. If any information on debts or terminations is returned by the search, the PHA will determine if this information warrants a denial in accordance with the policies in Part III of this chapter.

Income and Income Validation Tool (IVT) Reports

For each new admission, the PHA is required to review the EIV Income and IVT Reports to confirm and validate family reported income within 120 days of the IMS/PIC submission date of the new admission. The PHA must print and maintain copies of the EIV Income and IVT reports in the tenant file and resolve any discrepancies with the family within 60 days of the EIV Income or IVT report dates.

PART III: DENIAL OF ASSISTANCE

3-III.A. OVERVIEW

A family that does not meet the eligibility criteria discussed in Parts I and II, must be denied assistance. A PHA may deny assistance for an applicant because of the family's action or failure to act as described in 24 CFR 982.552 or 982.553. In this section we will discuss other situations and circumstances in which denial of assistance is mandatory for the PHA, and those in which denial of assistance is optional for the PHA.

While the regulations state that the PHA must prohibit admission for certain types of criminal activity and give the PHA the option to deny for other types of previous criminal history, more recent HUD rules and OGC guidance must also be taken into consideration when determining whether a particular individual's criminal history merits denial of admission.

When considering any denial of admission, PHAs may not use arrest records as the basis for the denial. Further, HUD does not require the adoption of "One Strike" policies and reminds PHAs of their obligation to safeguard the due process rights of applicants and tenants [Notice PIH 2015-19].

HUD's Office of General Counsel issued a memo on April 4, 2016, regarding the application of Fair Housing Act standards to the use of criminal records. This memo states that a PHA violates the Fair Housing Act when their policy or practice has an unjustified discriminatory effect, even when the PHA had no intention to discriminate. Where a policy or practice that restricts admission based on criminal history has a disparate impact on a particular race, national origin, or other protected class, that policy or practice is in violation of the Fair Housing Act if it is not necessary to serve a substantial, legitimate, nondiscriminatory interest of the PHA, or if that interest could be served by another practice that has a less discriminatory effect [OGC Memo 4/4/16]. HUD codified this stance on disparate impact and discriminatory effects in a final rule dated March 31, 2023. In doing so, HUD also standardized its long-practiced three-step approach to assessing burdens of proof.

PHAs who impose blanket prohibitions on any person with any conviction record, no matter when the conviction occurred, what the underlying conduct entailed, or what the convicted person has done since then will be unable to show that such policy or practice is necessary to achieve a substantial, legitimate, nondiscriminatory interest. Even a PHA with a more tailored policy or practice that excludes individuals with only certain types of convictions must still prove that its policy is necessary. To do this, the PHA must show that its policy accurately distinguishes between criminal conduct that indicates a demonstrable risk to resident safety and property and criminal conduct that does not.

Forms of Denial [24 CFR 982.552(a)(2); HCV GB, p. 5-35]

Denial of assistance includes any of the following:

- Not placing the family's name on the waiting list
- Denying or withdrawing a voucher
- Not approving a request for tenancy or refusing to enter into a HAP contract
- Refusing to process a request for or to provide assistance under portability procedures

Prohibited Reasons for Denial of Program Assistance [24 CFR 982.202(b), 24 CFR 5.2005(b)]

HUD rules prohibit denial of program assistance to the program based on any of the following criteria:

- Age, disability, race, color, religion, sex, or national origin (See Chapter 2 for additional information about fair housing and equal opportunity requirements.)
- Where a family lives prior to admission to the program
- Where the family will live with assistance under the program. Although eligibility is not affected by where the family will live, there may be restrictions on the family's ability to move outside the PHA's jurisdiction under portability. (See Chapter 10.)
- Whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock
- Whether the family includes children
- Whether a family decides to participate in a family self-sufficiency program
- Whether or not a qualified applicant is or has been a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking if the applicant is otherwise qualified for assistance (See section 3-III.G.)

3-III.B. MANDATORY DENIAL OF ASSISTANCE [24 CFR 982.553(a) and 24 CFR 982.552(b)(6)]

HUD requires the PHA to deny assistance in the following cases:

- Any member of the household has been evicted from federally assisted housing in the last three years for drug-related criminal activity. HUD permits, but does not require, the PHA to admit an otherwise-eligible family if the household member has completed a PHA-approved drug rehabilitation program or the circumstances which led to eviction no longer exist (e.g., the person involved in the criminal activity no longer lives in the household).

PHA Policy

The PHA will admit an otherwise-eligible family who was evicted from federally assisted housing within the past three years for drug-related criminal activity if the PHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the PHA, or the person who committed the crime, is no longer living in the household.

- The PHA determines that any household member is currently engaged in the use of illegal drugs.

PHA Policy

Currently engaged in is defined as any use of illegal drugs during the previous three months.

- The PHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

PHA Policy

In determining reasonable cause, the PHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A record or records of arrest will not be used as the sole basis of determining reasonable cause. The PHA will also consider evidence from treatment providers or community-based organizations providing services to household members.

- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program.
- Any member of the family fails to sign and submit consent forms for obtaining information.
- The family does not meet the restrictions on net assets and real property ownership as required by 24 CFR 5.618.

3-III.C. RESTRICTION ON ASSISTANCE BASED ON ASSETS [24 CFR 5.618]

There are two circumstances under which a family is ineligible to receive assistance based on asset ownership.

First, assistance may not be provided to any family if the family's net assets exceed \$100,000 (adjusted annually by HUD).

Second, the family has real property that is suitable for occupancy by the family as a residence and the family has:

- A present ownership interest in the real property; and
- A legal right to reside in the real property; and
- The effective legal authority to sell (based on state or local laws of the jurisdiction where the property is located) the real property.

However, the real property restriction does not apply in the following circumstances:

- Any property for which the family is receiving assistance for a manufactured home under 24 CFR 982.620 or under the HCV Homeownership program;
- Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
- Any family that is offering the property for sale; or
- Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking.
 - When a family asks for an exception because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, the PHA must comply with all the confidentiality requirements under VAWA. The PHA must accept a self-certification from the family member, and the restrictions on requesting documentation under VAWA apply.

A property is considered *suitable for occupancy* unless the family demonstrates that it:

- Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
- Is not sufficient for the size of the family;

PHA Policy

The PHA defines *not sufficient for the size of the family* as being overcrowded based on the PHA's subsidy standards in Chapter 5 of this policy.

- Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA or owner);

- Is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
- Is not a property that a family may reside in under the state or local laws of the jurisdiction where the property is located.

3-III.D. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE

HUD permits, but does not require, the PHA to deny assistance for the reasons discussed in this section.

Criminal Activity [24 CFR 982.553]

HUD permits, but does not require, the PHA to deny assistance if the PHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the family would receive assistance, certain types of criminal activity.

PHA Policy

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past three years, the family will be denied assistance.

Drug-related criminal activity, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100];

Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100];

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity;

Immediate vicinity means within a three-block radius of the premises.

Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse; or

Criminal activity that may threaten the health or safety of property owners, management staff, and persons performing contract administration functions or other responsibilities on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor, or agent).

If the applicant or any household member has an active warrant in the NCIC system the applicant will be deemed ineligible to receive a Voucher until the warrant has been satisfied. The applicant file will be held for 60 days to allow satisfaction of the active warrant.

Evidence of such criminal activity includes, but is not limited to:

Any conviction for drug-related or violent criminal activity within the past three years.

Records of arrests for drug-related or violent criminal activity within the past three years, although a record or records of arrest will not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity.

In making its decision to deny assistance, the PHA will consider the factors discussed in Section 3-III.F and 3-III.G. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny assistance.

Previous Behavior in Assisted Housing [24 CFR 982.552(c)]

HUD authorizes the PHA to deny assistance based on the family's previous behavior in assisted housing.

PHAs are not permitted to deny assistance to a family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) program [24 CFR 984.101(d)].

PHA Policy

The PHA **will** deny assistance to an applicant family if:

The family does not provide information that the PHA or HUD determines is necessary in the administration of the program.

The family does not provide complete and true information to the PHA.

Any family member has been evicted from federally assisted housing in the last three years.

Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The family owes rent or other amounts to any PHA in connection with Section 8 or other public housing assistance under the 1937 Act, unless the family repays the full amount of the debt prior to being selected from the waiting list.

If the family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, unless the family repays the full amount of the debt prior to being selected from the waiting list.

The family has breached the terms of a repayment agreement entered into with the PHA, unless the family repays the full amount of the debt covered in the repayment agreement prior to being selected from the waiting list.

When denying admission due to family debts as shown in HUD's EIV system, the PHA will provide the family with a copy of the EIV Debt Owed to PHA and Termination report.

If the family wishes to dispute the information in the report, the family must contact the PHA that entered the information in EIV in writing, explaining why EIV information is disputed. The family must also provide a copy of the letter and all applicable verification to the PHA to support the family's claim. The PHA will consider the information provided by the family prior to issuing a notice of denial.

A family member has engaged in or threatened violent or abusive behavior toward PHA personnel.

Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny assistance, the PHA will consider the factors discussed in Section 3-III.F and 3-III.G. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny assistance.

3-III.E. SCREENING

Screening for Eligibility

PHAs are authorized to obtain criminal conviction records from law enforcement agencies to screen applicants for admission to the HCV program. This authority assists the PHA in complying with HUD requirements and PHA policies to deny assistance to applicants who are engaging in or have engaged in certain criminal activities. In order to obtain access to the records the PHA must require every applicant family to submit a consent form signed by each adult household member [24 CFR 5.903].

PHA Policy

The PHA will perform a criminal background check through local law enforcement for every adult household member.

If the results of the criminal background check indicate that there may be past criminal activity, but the results are inconclusive, the PHA will request a fingerprint card and will request information from the National Crime Information center (NCIC).

While a PHA has regulatory authority to use criminal conviction records for the purpose of applicant screening for admission, there is no corresponding authority to use these records to check for criminal and illegal drug activity by participants, and therefore, PHAs may not use records for this purpose.

PHAs are required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 982.553(a)(2)(i)].

PHA Policy

The PHA will use the Dru Sjodin National Sex Offender database to screen applicants for admission.

The PHA will request applicants disclose states or localities of previous residency for the purpose of criminal background checks only.

Additionally, PHAs must ask whether the applicant, or any member of the applicant's household, is subject to a lifetime registered sex offender registration requirement in any state [Notice PIH 2012-28].

If the PHA proposes to deny assistance based on a criminal record or on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission. [24 CFR 5.903(f) and 5.905(d)].

Screening for Suitability as a Tenant [24 CFR 982.307]

The PHA has no liability or responsibility to the owner for the family's behavior or suitability for tenancy. The PHA has the authority to conduct additional screening to determine whether an applicant is likely to be a suitable tenant.

PHA Policy

The PHA will not conduct additional screening to determine an applicant family's suitability for tenancy.

The owner is responsible for screening and selection of the family to occupy the owner's unit. The PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner. An owner may consider a family's history with respect to factors such as: payment of rent and utilities, caring for a unit and premises, respecting the rights of other residents to the peaceful enjoyment of their housing, criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

HUD requires the PHA to provide prospective owners with the family's current and prior address (as shown in PHA records) and the name and address (if known) of the owner at the family's current and prior addresses. HUD permits the PHA to provide owners with additional information, as long as families are notified that the information will be provided, and the same type of information is provided to all owners.

The PHA may not disclose to the owner any confidential information provided to the PHA by the family in response to a PHA request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking, except at the written request or with the written consent of the individual providing the documentation [see 24 CFR 5.2007(a)(4)].

PHA Policy

The PHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the initial inspection or before. The PHA will not provide any additional information to the owner, such as tenancy history or criminal history, etc.

3-III.F. CRITERIA FOR DECIDING TO DENY ASSISTANCE

Evidence [24 CFR 982.553(c)]

PHA Policy

The PHA will use the concept of the preponderance of the evidence as the standard for making all admission decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.

Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Consideration of Circumstances [24 CFR 982.552(c)(2)]

HUD authorizes the PHA to consider all relevant circumstances when deciding whether to deny assistance based on a family's past history except in the situations for which denial of assistance is mandatory (see Section 3-III.B).

PHA Policy

The PHA will consider the following facts and circumstances prior to making its decision:

- The seriousness of the case, especially with respect to how it would affect other residents' safety or property

- The effects that denial of assistance may have on other members of the family who were not involved in the action or failure to act

- The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in section 3-III.H.) a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking

- The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future

While a record or records of arrest will not be used as the sole basis for denial, an arrest may trigger an investigation to determine whether the applicant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:

- Any statements made by witnesses or the applicant not included in the police report

- Whether criminal charges were filed

- Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal

- Any other evidence relevant to determining whether or not the applicant engaged in disqualifying activity

Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

- The PHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

Removal of a Family Member's Name from the Application

Should the PHA's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration, the PHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA must deny admission to the family [Notice PIH 2012-28].

For other criminal activity, the PHA may permit the family to exclude the culpable family members as a condition of eligibility. [24 CFR 982.552(c)(2)(ii)].

PHA Policy

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit, stay as a guest, or reside in the assisted unit.

After admission to the program, the family must present evidence of the former family member's current address upon PHA request.

Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]

If the family includes a person with disabilities, the PHA's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

PHA Policy

If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, the PHA will determine whether the behavior is related to the stated disability. If so, upon the family's request, the PHA will determine whether admitting the family as a reasonable accommodation is appropriate. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance. See Chapter 2 for a discussion of reasonable accommodation.

3-III.G. NOTICE OF ELIGIBILITY OR DENIAL

If the family is eligible for assistance, the PHA will notify the family in writing and schedule a tenant briefing, as discussed in Chapter 5.

If the PHA determines that a family is not eligible for the program for any reason, the family must be notified promptly. The notice must describe: (1) the reasons for which assistance has been denied, (2) the family's right to an informal review, and (3) the process for obtaining the informal review [24 CFR 982.554 (a)]. See Chapter 16, for informal review policies and procedures.

PHA Policy

The family will be notified of a decision to deny assistance in writing within 10 business days of the determination.

If a PHA uses a criminal record or sex offender registration information obtained under 24 CFR 5, Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the PHA can move to deny the application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)]. The PHA must give the family an opportunity to dispute the accuracy and relevance of that record, in the informal review process in accordance with program requirements [24 CFR 982.553(d)].

PHA Policy

If based on a criminal record or sex offender registration information, an applicant family appears to be ineligible the PHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact the PHA to dispute the information within that 10-day period, the PHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal review process.

Notice requirements related to denying assistance to noncitizens are contained in Section 3-II.B.

Notice policies related to denying admission to applicants who may be victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking are contained in Section 3-III.H.

3-III.H. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, AND HUMAN TRAFFICKING

The Violence against Women Act (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHAs from denying an applicant admission to the HCV program on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant otherwise qualifies for assistance or admission.

- Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

Definitions of key terms used in VAWA are provided in section 16-IX of this plan, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located.

Notification

VAWA requires PHAs to provide applicants who are denied assistance with a VAWA Notice of Occupancy Rights (form HUD-5380) and a domestic violence certification form (HUD-5382) at the time the applicant is denied.

PHA Policy

The PHA acknowledges that a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking may have an unfavorable history (e.g., a poor credit history, poor rental history, a record of previous damage to an apartment, a prior arrest record) due to adverse factors that would warrant denial under the PHA's policies.

While the PHA is not required to identify whether adverse factors that resulted in the applicant's denial are a result of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the applicant may inform the PHA that their status as a victim is directly related to the grounds for the denial. The PHA will request that the applicant provide enough information to the PHA to allow the PHA to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim.

The PHA will include in its notice of denial the VAWA information described in section 16-IX.C of this plan as well as including a copy of the form HUD-5382. The PHA will request in writing that an applicant wishing to claim protection under VAWA notify the PHA within 14 business days.

Documentation

Victim Documentation [24 CFR 5.2007]

PHA Policy

If an applicant claims the protection against denial of assistance that VAWA provides to victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA will request in writing that the applicant provide documentation supporting the claim in accordance with section 16-IX.D of this plan.

Perpetrator Documentation

PHA Policy

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit

Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to their belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

EXHIBIT 3-1: DETAILED DEFINITIONS RELATED TO DISABILITIES

Person with Disabilities [24 CFR 5.403]

The term *person with disabilities* means a person who has any of the following types of conditions:

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:

Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; *or*

In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C.15002(8)], which defines developmental disability in functional terms as follows:

(A) In General

The term “developmental disability” means a severe, chronic disability of an individual that:

- (i) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (ii) is manifested before the individual attains age 22;
- (iii) is likely to continue indefinitely;
- (iv) results in substantial functional limitations in 3 or more of the following areas of major life activity: (I) Self-care, (II) Receptive and expressive language, (III) Learning, (IV) Mobility, (V) Self-direction, (VI) Capacity for independent living, (VII) Economic self-sufficiency; and
- (v) reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

(B) Infants and Young Children

An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

- Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes their ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

Individual with Handicaps [24 CFR 8.3]

Individual with handicaps means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

(1) Physical or mental impairment includes:

- (a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
- (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

(2) *Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

(3) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(4) *Is regarded as having an impairment* means:

- (a) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
- (b) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
- (c) Has none of the impairments defined in paragraph (1) of this section but is treated by a recipient as having such an impairment.

EXHIBIT 3-2: DEFINITION OF INSTITUTION OF HIGHER EDUCATION [20 U.S.C. 1001 and 1002]

Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Supplementary Guidance; Notice [Federal Register, April 10, 2006]

Institution of Higher Education shall have the meaning given this term in the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002.

Definition of “Institution of Higher Education” From 20 U.S.C. 1001

- (a) Institution of higher education. For purposes of this chapter, other than subchapter IV and part C of subchapter I of chapter 34 of Title 42, the term “institution of higher education” means an educational institution in any State that
 - (1) Admits as regular students only persons having a certificate of graduation from a school providing secondary education, or the recognized equivalent of such a certificate;
 - (2) Is legally authorized within such State to provide a program of education beyond secondary education;
 - (3) Provides an educational program for which the institution awards a bachelor’s degree or provides not less than a 2-year program that is acceptable for full credit toward such a degree;
 - (4) Is a public or other nonprofit institution; and
 - (5) Is accredited by a nationally recognized accrediting agency or association, or if not so accredited, is an institution that has been granted preaccreditation status by such an agency or association that has been recognized by the Secretary for the granting of preaccreditation status, and the Secretary has determined that there is satisfactory assurance that the institution will meet the accreditation standards of such an agency or association within a reasonable time.
- (b) Additional institutions included. For purposes of this chapter, other than subchapter IV and part C of subchapter I of chapter 34 of Title 42, the term “institution of higher education” also includes—
 - (1) Any school that provides not less than a 1-year program of training to prepare students for gainful employment in a recognized occupation and that meets the provision of paragraphs (1), (2), (4), and (5) of subsection (a) of this section; and
 - (2) A public or nonprofit private educational institution in any State that, in lieu of the requirement in subsection (a)(1) of this section, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.
- (c) List of accrediting agencies. For purposes of this section and section 1002 of this title, the Secretary shall publish a list of nationally recognized accrediting agencies or associations that the Secretary determines, pursuant to subpart 2 of part G of subchapter IV of this chapter, to be reliable authority as to the quality of the education or training offered.

Definition of “Institution of Higher Education” From 20 U.S.C. 1002

(a) Definition of institution of higher education for purposes of student assistance programs

(1) Inclusion of additional institutions. Subject to paragraphs (2) through (4) of this subsection, the term “institution of higher education” for purposes of subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42 includes, in addition to the institutions covered by the definition in section 1001 of this title—

(A) A proprietary institution of higher education (as defined in subsection (b) of this section);

(B) A postsecondary vocational institution (as defined in subsection (c) of this section); and

(C) Only for the purposes of part B of subchapter IV of this chapter, an institution outside the United States that is comparable to an institution of higher education as defined in section 1001 of this title and that has been approved by the Secretary for the purpose of part B of subchapter IV of this chapter.

(2) Institutions outside the United States

(A) In general. For the purpose of qualifying as an institution under paragraph (1)(C), the Secretary shall establish criteria by regulation for the approval of institutions outside the United States and for the determination that such institutions are comparable to an institution of higher education as defined in section 1001 of this title (except that a graduate medical school, or a veterinary school, located outside the United States shall not be required to meet the requirements of section 1001 (a)(4) of this title). Such criteria shall include a requirement that a student attending such school outside the United States is ineligible for loans made, insured, or guaranteed under part B of subchapter IV of this chapter unless—

(i) In the case of a graduate medical school located outside the United States—

(I)(aa) At least 60 percent of those enrolled in, and at least 60 percent of the graduates of, the graduate medical school outside the United States were not persons described in section 1091(a)(5) of this title in the year preceding the year for which a student is seeking a loan under part B of subchapter IV of this chapter; and

(bb) At least 60 percent of the individuals who were students or graduates of the graduate medical school outside the United States or Canada (both nationals of the United States and others) taking the examinations administered by the Educational Commission for Foreign Medical Graduates received a passing score in the year preceding the year for which a student is seeking a loan under part B of subchapter IV of this chapter; or

(II) The institution has a clinical training program that was approved by a State as of January 1, 1992; or

- (ii) In the case of a veterinary school located outside the United States that does not meet the requirements of section 1001(a)(4) of this title, the institution's students complete their clinical training at an approved veterinary school located in the United States.
- (B) Advisory panel
 - (i) In general. For the purpose of qualifying as an institution under paragraph (1)(C) of this subsection, the Secretary shall establish an advisory panel of medical experts that shall—
 - (I) Evaluate the standards of accreditation applied to applicant foreign medical schools; and
 - (II) Determine the comparability of those standards to standards for accreditation applied to United States medical schools.
 - (ii) Special rule if the accreditation standards described in clause (i) are determined not to be comparable, the foreign medical school shall be required to meet the requirements of section 1001 of this title.
- (C) Failure to release information. The failure of an institution outside the United States to provide, release, or authorize release to the Secretary of such information as may be required by subparagraph (A) shall render such institution ineligible for the purpose of part B of subchapter IV of this chapter.
- (D) Special rule. If, pursuant to this paragraph, an institution loses eligibility to participate in the programs under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, then a student enrolled at such institution may, notwithstanding such loss of eligibility, continue to be eligible to receive a loan under part B while attending such institution for the academic year succeeding the academic year in which such loss of eligibility occurred.
- (3) Limitations based on course of study or enrollment. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution—
 - (A) Offers more than 50 percent of such institution's courses by correspondence, unless the institution is an institution that meets the definition in section 2471 (4)(C) of this title;
 - (B) Enrolls 50 percent or more of the institution's students in correspondence courses, unless the institution is an institution that meets the definition in such section, except that the Secretary, at the request of such institution, may waive the applicability of this subparagraph to such institution for good cause, as determined by the Secretary in the case of an institution of higher education that provides a 2-or 4-year program of instruction (or both) for which the institution awards an associate or baccalaureate degree, respectively;

- (C) Has a student enrollment in which more than 25 percent of the students are incarcerated, except that the Secretary may waive the limitation contained in this subparagraph for a nonprofit institution that provides a 2-or 4-year program of instruction (or both) for which the institution awards a bachelor's degree, or an associate's degree or a postsecondary diploma, respectively; or
 - (D) Has a student enrollment in which more than 50 percent of the students do not have a secondary school diploma or its recognized equivalent, and does not provide a 2-or 4-year program of instruction (or both) for which the institution awards a bachelor's degree or an associate's degree, respectively, except that the Secretary may waive the limitation contained in this subparagraph if a nonprofit institution demonstrates to the satisfaction of the Secretary that the institution exceeds such limitation because the institution serves, through contracts with Federal, State, or local government agencies, significant numbers of students who do not have a secondary school diploma or its recognized equivalent.
- (4) Limitations based on management. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if—
- (A) The institution, or an affiliate of the institution that has the power, by contract or ownership interest, to direct or cause the direction of the management or policies of the institution, has filed for bankruptcy, except that this paragraph shall not apply to a nonprofit institution, the primary function of which is to provide health care educational services (or an affiliate of such an institution that has the power, by contract or ownership interest, to direct or cause the direction of the institution's management or policies) that files for bankruptcy under chapter 11 of title 11 between July 1, 1998, and December 1, 1998; or
 - (B) The institution, the institution's owner, or the institution's chief executive officer has been convicted of, or has pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, or has been judicially determined to have committed fraud involving funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42.
- (5) Certification. The Secretary shall certify an institution's qualification as an institution of higher education in accordance with the requirements of subpart 3 of part G of subchapter IV of this chapter.
- (6) Loss of eligibility. An institution of higher education shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution is removed from eligibility for funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42 as a result of an action pursuant to part G of subchapter IV of this chapter.

(b) Proprietary institution of higher education

- (1) Principal criteria. For the purpose of this section, the term “proprietary institution of higher education” means a school that—
 - (A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;
 - (B) Meets the requirements of paragraphs (1) and (2) of section 1001 (a) of this title;
 - (C) Does not meet the requirement of paragraph (4) of section 1001 (a) of this title;
 - (D) Is accredited by a nationally recognized accrediting agency or association recognized by the Secretary pursuant to part G of subchapter IV of this chapter;
 - (E) Has been in existence for at least 2 years; and
 - (F) Has at least 10 percent of the school’s revenues from sources that are not derived from funds provided under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, as determined in accordance with regulations prescribed by the Secretary.
- (2) Additional institutions. The term “proprietary institution of higher education” also includes a proprietary educational institution in any State that, in lieu of the requirement in paragraph (1) of section 1001 (a) of this title, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.

(c) Postsecondary vocational institution.

- (1) Principal criteria. For the purpose of this section, the term “postsecondary vocational institution” means a school that—
 - (A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;
 - (B) Meets the requirements of paragraphs (1), (2), (4), and (5) of section 1001 (a) of this title; and
 - (C) Has been in existence for at least 2 years.
- (2) Additional institutions. The term “postsecondary vocational institution” also includes an educational institution in any State that, in lieu of the requirement in paragraph (1) of section 1001 (a) of this title, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.

Chapter 4

APPLICATIONS, WAITING LIST AND TENANT SELECTION

INTRODUCTION

When a family wishes to receive assistance under the HCV program, the family must submit an application that provides the PHA with the information needed to determine the family's eligibility. HUD requires the PHA to place all families that apply for assistance on a waiting list. When HCV assistance becomes available, the PHA must select families from the waiting list in accordance with HUD requirements and PHA policies as stated in the administrative plan and the annual plan.

The PHA is required to adopt clear policies and procedures for accepting applications, placing families on the waiting list, and selecting families from the waiting list, and must follow these policies and procedures consistently. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or the PHA that justify their selection. Examples of this are the selection of families for income targeting and the selection of families that qualify for targeted funding.

HUD regulations require that all families have an equal opportunity to apply for and receive housing assistance, and that the PHA affirmatively further fair housing goals in the administration of the program [24 CFR 982.53, HCV GB p. 4-1]. Adherence to the selection policies described in this chapter ensures that the PHA will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

This chapter describes HUD and PHA policies for taking applications, managing the waiting list and selecting families for HCV assistance. The policies outlined in this chapter are organized into three sections, as follows:

Part I: The Application Process. This part provides an overview of the application process, and discusses how applicants can obtain and submit applications. It also specifies how the PHA will handle the applications it receives.

Part II: Managing the Waiting List. This part presents the policies that govern how the PHA's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for assistance. It also discusses the process the PHA will use to keep the waiting list current.

Part III: Selection for HCV Assistance. This part describes the policies that guide the PHA in selecting families for HCV assistance as such assistance becomes available. It also specifies how in-person interviews will be used to ensure that the PHA has the information needed to make a final eligibility determination.

PART I: THE APPLICATION PROCESS

4-I.A. OVERVIEW

This part describes the PHA policies for making applications available, accepting applications making preliminary determinations of eligibility, and the placement of applicants on the waiting list. This part also describes the PHA's obligation to ensure the accessibility of the application process to elderly persons, people with disabilities, and people with limited English proficiency (LEP).

4-I.B. APPLYING FOR ASSISTANCE [HCV GB, pp. 4-11 – 4-16, Notice PIH 2009-36]

Any family that wishes to receive HCV assistance must apply for admission to the program. HUD permits the PHA to determine the format and content of HCV applications, as well how such applications will be made available to interested families and how applications will be accepted by the PHA. The PHA must include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of the PHA's application.

PHA Policy

Depending upon the length of time that applicants may need to wait to receive assistance, the PHA may use a one- or two-step application process.

A one-step process will be used when it is expected that a family will be selected from the waiting list within 60 days of the date of application. At application, the family must provide all of the information necessary to establish family eligibility and level of assistance.

A two-step process will be used when it is expected that a family will not be selected from the waiting list for at least 60 days from the date of application. Under the two-step application process, the PHA initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and level of assistance when the family is selected from the waiting list.

Families may obtain application forms from the PHA's office during normal business hours. Families may also request – by telephone or by mail – that an application be mailed to them via first class mail.

Completed applications must be returned to the PHA by mail, electronically, by fax, or submitted in person during normal business hours. Applications must be complete in order to be accepted by the PHA for processing. If an application is incomplete, the PHA will notify the family of the additional information required.

4-I.C. ACCESSIBILITY OF THE APPLICATION PROCESS

Elderly and Disabled Populations [24 CFR 8 and HCV GB, pp. 4-11 – 4-13]

The PHA must take steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard PHA application process. This could include people with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP). The PHA must provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process must be fully accessible, or the PHA must provide an alternate approach that provides full access to the application process. Chapter 2 provides a full discussion of the PHA's policies related to providing reasonable accommodations for people with disabilities.

Limited English Proficiency

PHAs are required to take reasonable steps to ensure equal access to their programs and activities by persons with limited English proficiency [24 CFR 1]. Chapter 2 provides a full discussion on the PHA's policies related to ensuring access to people with limited English proficiency (LEP).

4-I.D. PLACEMENT ON THE WAITING LIST

The PHA must review each complete application received and make a preliminary assessment of the family's eligibility. The PHA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in the regulations [24 CFR 982.206(b)(2)]. Where the family is determined to be ineligible, the PHA must notify the family in writing [24 CFR 982.201(f)]. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants.

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list [24 CFR 982.202(c)].

Ineligible for Placement on the Waiting List

PHA Policy

If the PHA can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list. Where a family is determined to be ineligible, the PHA will send written notification of the ineligibility determination within 10 business days of receiving a complete application. The notice will specify the reasons for ineligibility and will inform the family of its right to request an informal review and explain the process for doing so (see Chapter 16).

Eligible for Placement on the Waiting List

PHA Policy

PHA Policy

Program Specific Waiting List

The City of Dubuque shall maintain waiting lists for the Project Based Voucher Program, and the Housing Choice Voucher Program.

Project-Based Voucher Program Waiting List: The Project-Based Voucher Program Waiting List shall be a separate waiting list. The Rose PBV Contract:

All families selected for occupancy must qualify according to the very low-income guidelines. The project-based voucher units are designated for occupancy by elderly or disabled families requiring assisted living services. Prior to and as a condition of occupancy, the Owner or its designated service provider shall evaluate the proposed applicant's status to determine the qualification for residency of the assisted living facility. When vacancies occur in the project-based voucher program, the City refers income eligible families for participation in the project-based voucher program from its waiting list to the owner. The owner selects a family for occupancy of a particular unit after screening the family. The City of Dubuque will select eligible applicants from the Waiting List and determine income eligibility. Once determined income eligible, applicant will be referred to The Rose for final eligibility determination.

Housing Choice Voucher Program Waiting List(s): The City of Dubuque shall open the Housing Choice Voucher waiting list when it is reduced to less than 50 applications, on

the 2nd Tuesday of each month. However, if the need identified for the month is greater than 50 applicants, the waiting list may be reopened with more than 50 applicants on the waiting list. The HCV waiting list will be opened to accept pre-applications for one (1) calendar day. Interested individuals/families will be required to complete a written pre-application form for admission and placement on the waiting list. Pre-applications submitted online shall be considered written pre-applications. The City of Dubuque will use the pre-application form to collect only the information necessary to make a preliminary determination of eligibility.

An applicant will be assigned one (1) preference point for being a resident of the City of Dubuque defined by HUD as the jurisdiction that the PHA is allowed to serve. The residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, national origin, gender, religion, disability, or age of any member of an applicant family. Applicants who are working or who have been notified that they are hired to work in the residency preference area will receive the residency preference point.

Title VI of the Civil Rights Act requires that an administrative decision must not have the effect of discrimination, or what HUD defines as a “disparate impact”. To ensure a residency preference does not have the effect of discrimination, the PHA will keep the following data to ensure the baseline demographics of those receiving assistance without residency preference points does not deviate by more than one and one-half (1.50) the standard deviation by applying a residency preference point:

- Demographics of pre-applicants
- Demographics of the head of household placed on the waiting list
- Demographics of those successfully leasing in the PHA Jurisdiction

Should a 1.50 or greater standard deviation be realized, the residency preference point will be suspended until a consultation with HUD's Office of Fair Housing and Equal Opportunity occurs.

After residency preference points are allocated, a lottery system will be used to randomly determine which applicants are placed on the waiting list once the waiting list is closed. The lottery system will assign households with a preference point onto the list before those without a preference point. Using the lottery system, the number of applicants selected to be placed on the waiting list will be determined based on anticipated need of applicants using HUD's two-year tool. Only the head of household should apply. Duplicate pre-applications will not be allowed. Applicants that are not selected to be placed on the waiting list will not be notified and will need to re-apply to the waiting list the next time the waiting list is open.

The family will be required to provide all of the information necessary to establish final family eligibility and level of assistance when the family is selected from the waiting list.

When the waiting list is open, individuals/families may obtain pre-application forms from the PHA's office during normal business hours or may complete online applications at the City of Dubuque website at www.cityofdubuque.org/hcv . Applicants may also

request – by telephone, mail, or e-mail– an application be sent to them via first class mail or FAX or e-mail.

Pre-applications received by mail, fax, or e-mail during the time the waiting list is open must be received by 4:30pm CT. The City of Dubuque shall open the waiting list for one (1) calendar business day to allow applicants the opportunity to contact the City of Dubuque Housing Authority staff if the applicant has questions.

If the pre-application is incomplete, the PHA will notify the family of the additional information required. HA staff will make reasonable efforts to contact the applicant and inform him/her of the additional information required the day the waiting list is open. Reasonable efforts shall be in the form of one telephone call or one e-mail. If the HA staff is unable to contact the applicant, the application will be removed from the lottery selection process or if the applicant is contacted and fails to respond by 4:30 pm CT on the day the waiting list is opened, the applicant will be removed from the lottery selection process. A record of those efforts shall be maintained with the application.

Family Unification Program referrals will be added to the Housing Choice Voucher waiting list and then selected from that list to receive a FUP voucher.

Placement on the waiting list does not indicate that the family is, in fact, eligible for assistance. A final determination of eligibility will be made when the family is selected from the waiting list.

Applicants will be selected to be placed on the waiting list according to a computer-generated Lottery/random selection process after the residency preference point is allocated. The PHA will send written notification of successful placement on the waiting list upon completion of the lottery selection process to only those selected in the lottery.

Final Application

On an ongoing basis, the PHA will select a number of households from the waiting list based upon the number of Vouchers that may be issued by utilizing leasing data and turnover rates and selecting the applicants from the HCV waiting list based on date and time of application. The applicants selected from the waiting list will be mailed a full application packet to determine final eligibility.

Completed applications must be received by the PHA by mail, FAX, e-mail or submitted in person during normal business hours within 14 business days of the date on the PHA letter requesting the updated application. For applications received by mail, the received date shall be determined by the date the application has been post marked. For applications received by Fax or e-mail, the received date shall be determined by the date the FAX or the e-mail is received by the City of Dubuque. Applications must be complete in order to be accepted by the PHA for processing. An application shall only be considered complete if accompanied by proof of identity; copy of SSN; citizenship, eligible immigration status or non-contending declaration; and all mandatory release forms along with a completed application. The final “Application” form must be completely filled out and must not contain any blanks or unanswered questions.

All applications must be accompanied by proof of identity from a third party for all household members. Acceptable forms shall include birth certificates; current driver’s

license; identification card issued by a federal, state, or local agency; identification card issued by a medical insurance company or provider (including Medicare and Medicaid); or Court records. All applications must be accompanied by copies of social security cards of all household members.

If the applicant is unable to provide documentation/verification of the SSN but is otherwise determined eligible, the applicant may retain the applicant's place on the waiting list for the program but cannot become a participant until the applicant provides the required verification. The applicant will be provided 30 days to obtain the required verification while retaining the applicant's place on the waiting list.

However, if a child under the age of 6 years was added to the applicant household within the 6-month period prior to the household's date of voucher issuance, the applicant may become a participant, so long as the documentation/verification is provided within 90 calendar days from the date of admission to the program. One additional 90-day extension period will be granted if the PHA determines that the applicant's failure to comply was due to circumstances that could not reasonably have been foreseen and were not due to the fault of the applicant.

If the applicant family fails to produce the required social security documentation/verification required within the allotted time period as stated above, the PHA shall follow the policies as stated in Chapter 3, Part III: Denial of Assistance if the applicant has not become a participant of the program or Chapter 12, 12-I.D. Mandatory Termination of Assistance if the applicant has been admitted to the program.

If the final application is incomplete, the PHA will notify the family of the additional information required. HA staff will make reasonable efforts to contact the applicant and inform him/her of the additional information required and provide the applicant 14 days to correct the deficiency. Reasonable efforts shall be in the form of one letter, one telephone call or one e-mail. If the HA staff is unable to contact the applicant, the application will be removed from the waiting list or if the applicant is contacted and fails to respond within the time period specified or any extensions of time, the applicant will be removed from the waiting list without further notice. A record of those efforts shall be maintained with the application. A record of all applications received (even incomplete applications) shall be maintained by the PHA indicating all attempts to contact the applicant.

PART II: MANAGING THE WAITING LIST

4-II.A. OVERVIEW

The PHA must have policies regarding various aspects of organizing and managing the waiting list of applicant families. This includes opening the list to new applicants, closing the list to new applicants, notifying the public of waiting list openings and closings, updating waiting list information, purging the list of families that are no longer interested in or eligible for assistance, as well as conducting outreach to ensure a sufficient number of applicants.

In addition, HUD imposes requirements on how a PHA may structure its waiting list and how families must be treated if they apply for assistance from a PHA that administers more than one assisted housing program.

4-II.B. ORGANIZATION OF THE WAITING LIST [24 CFR 982.204 and 205]

The PHA's HCV waiting list must be organized in such a manner to allow the PHA to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this plan.

The waiting list must contain the following information for each applicant listed:

- Applicant name;
- Family unit size;
- Date and time of application;
- Qualification for any local preference;
- Racial or ethnic designation of the head of household.

HUD requires the PHA to maintain a single waiting list for the HCV program unless it serves more than one county or municipality. Such PHAs are permitted, but not required, to maintain a separate waiting list for each county or municipality served.

PHA Policy

The PHA will maintain a single waiting list for the HCV program. The PHA will maintain a separate waiting list for the Project Based Voucher program.

HUD directs that a family that applies for assistance from the HCV program must be offered the opportunity to be placed on the waiting list for any public housing, project-based voucher or moderate rehabilitation program the PHA operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs.

HUD permits, but does not require, that PHAs maintain a single merged waiting list for their public housing, Section 8, and other subsidized housing programs.

A family's decision to apply for, receive, or refuse other housing assistance must not affect the family's placement on the HCV waiting list, or any preferences for which the family may qualify.

PHA Policy

The PHA will not merge the HCV waiting list with the waiting list for any other program the PHA operates.

4-II.C. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206]

Closing the Waiting List

A PHA is permitted to close the waiting list if it has an adequate pool of families to use its available HCV assistance. Alternatively, the PHA may elect to continue to accept applications only from certain categories of families that meet particular preferences or funding criteria.

PHA Policy

The PHA will open and close the HCV Waiting List as defined in Chapter 4, Section 4.I.D Placement on the Waiting List. Once the waiting list is closed according to the procedure in the section noted above, the PHA shall utilize a lottery system to randomly select applicants to be placed on the waiting list after the residency preference is applied. Where the PHA has particular selection or funding criteria, such as specialized vouchers that require a specific category of family, the PHA may elect to continue to accept applications from these applicants while closing the HCV waiting list to others.

Reopening the Waiting List

If the waiting list has been closed, it cannot be reopened until the PHA publishes a notice in local newspapers of general circulation, minority media, and other suitable media outlets. The notice must comply with HUD fair housing requirements and must specify who may apply, and where and when applications will be received.

PHA Policy

The PHA will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice.

The PHA will give public notice by publishing the relevant information in suitable media outlets including, but not limited to:

City of Dubuque Website

Telegraph Herald

4-II.D. FAMILY OUTREACH [HCV GB, pp. 4-2 to 4-4]

The PHA must conduct outreach as necessary to ensure that the PHA has a sufficient number of applicants on the waiting list to use the HCV resources it has been allotted.

Because HUD requires the PHA to admit a specified percentage of extremely low-income families to the program (see Chapter 4, Part III), the PHA may need to conduct special outreach to ensure that an adequate number of such families apply for assistance [HCV GB, p. 4-20 to 4-21].

PHA outreach efforts must comply with fair housing requirements. This includes:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

PHA outreach efforts must be designed to inform qualified families about the availability of assistance under the program. These efforts may include, as needed, any of the following activities:

- Submitting press releases to local newspapers, including minority newspapers
- Developing informational materials and flyers to distribute to other agencies
- Providing application forms to other public and private agencies that serve the low income population
- Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities

PHA Policy

The PHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in the PHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

PHA Policy

While the family is on the waiting list, the family must immediately inform the PHA of changes in contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing.

4-II.F. UPDATING THE WAITING LIST [24 CFR 982.204]

HUD requires the PHA to establish policies to use when removing applicant names from the waiting list.

Purging the Waiting List

The decision to withdraw an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to a PHA request for information or updates, and the PHA determines that the family did not respond because of the family member's disability, the PHA must reinstate the applicant family to their former position on the waiting list [24 CFR 982.204(c)(2)].

PHA Policy

The waiting list will be updated as needed to ensure that all applicants and applicant information is current and timely.

To update the waiting list, the PHA will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that the PHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

The family's response must be in writing and may be delivered in person, by mail, by email, or by fax. Responses should be postmarked or received by the PHA not later than 15 business days from the date of the PHA letter.

If the family fails to respond within 15 business days, the family will be removed from the waiting list without further notice.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have 15 business days to respond from the date the letter was re-sent.

If a family is removed from the waiting list for failure to respond, the PHA may reinstate the family if it is determined that the lack of response was due to PHA error, or to circumstances beyond the family's control, as a result of a family member's disability, or as a direct result of status as a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, including an adverse factor resulting from such abuse.

Removal from the Waiting List

PHA Policy

If at any time an applicant family is on the waiting list, the PHA determines that the family is not eligible for assistance (see Chapter 3), the family will be removed from the waiting list.

If a family is removed from the waiting list because the PHA has determined the family is not eligible for assistance, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review regarding the PHA's decision (see Chapter 16) [24 CFR 982.201(f)].

PART III: SELECTION FOR HCV ASSISTANCE

4-III.A. OVERVIEW

As vouchers become available, families on the waiting list must be selected for assistance in accordance with the policies described in this part.

The order in which families are selected from the waiting list depends on the selection method chosen by the PHA and is impacted in part by any selection preferences for which the family qualifies. The availability of targeted funding also may affect the order in which families are selected from the waiting list.

The PHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to the PHA's selection policies [24 CFR 982.204(b) and 982.207(e)].

4-III.B. SELECTION AND HCV FUNDING SOURCES

Special Admissions [24 CFR 982.203]

HUD may award funding for specifically-named families living in specified types of units (e.g., a family that is displaced by demolition of public housing; a non-purchasing family residing in a HOPE 1 or 2 projects). In these cases, the PHA may admit such families whether or not they are on the waiting list, and, if they are on the waiting list, without considering the family's position on the waiting list. These families are considered non-waiting list selections. The PHA must maintain records showing that such families were admitted with special program funding.

Targeted Funding [24 CFR 982.204(e)]

HUD may award a PHA funding for a specified category of families on the waiting list. The PHA must use this funding only to assist the families within the specified category. In order to assist families within a targeted funding category, the PHA may skip families that do not qualify within the targeted funding category. Within this category of families, the order in which such families are assisted is determined according to the policies provided in Section 4-III.C.

PHA Policy

The PHA administers the following types of targeted funding:

Non-Elderly Disabled Vouchers

Project-Based Assisted Living

Tenant Protection

Family Unification Program

VASH Program

Regular HCV Funding

Regular HCV funding may be used to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies provided in Section 4-III.C.

4-III.C. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

PHA Policy

The PHA will use the following local preferences:

1. The PHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding.
2. The PHA will offer a preference to families that include victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking who have either been referred by a partnering service agency or consortia or are seeking an emergency transfer under VAWA from the PHA's public housing program or other covered housing program operated by the PHA.

The PHA will work with the following partnering service agencies:

Dubuque YMCA/YWCA

Friends of the Family

Opening Doors

Crescent Community Health Center

Visiting Nurses Association

The applicant must certify that the abuser will not reside with the applicant unless the PHA gives prior written approval.

3. When an emergency is declared that restricts movement of residents, the PHA may provide preference to applicants living within the City of Dubuque or other local area defined by the emergency restriction areas to ensure residents' ability to avoid homelessness. As soon as the emergency declaration has expired this local preference will no longer be applicable.
4. An applicant will be assigned one (1) preference point for being a resident of the City of Dubuque defined by HUD as the jurisdiction that the PHA is allowed to serve. The residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, national origin, gender, religion, disability, or age of any member of an

applicant family. Applicants who are working or who have been notified that they are hired to work in the residency preference area will receive the residency preference point.

The PHA will first assist families that have been terminated from the HCV program due to insufficient funding and then assist families that qualify for the VAWA preference.

Income Targeting Requirement [24 CFR 982.201(b)(2)]

HUD requires that extremely low-income (ELI) families make up at least 75 percent of the families admitted to the HCV program during the PHA's fiscal year. ELI families are those with annual incomes at or below the federal poverty level or 30 percent of the area median income, whichever number is higher. To ensure this requirement is met, a PHA may skip non-ELI families on the waiting list in order to select an ELI family.

Low-income families admitted to the program that are "continuously assisted" under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

PHA Policy

The PHA will monitor progress in meeting the income targeting requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

Order of Selection

The PHA system of preferences may select families based on local preferences according to the date and time of application or by a random selection process (lottery) [24 CFR 982.207(c)]. If a PHA does not have enough funding to assist the family at the top of the waiting list, it is not permitted to skip down the waiting list to a family that it can afford to subsidize when there are not sufficient funds to subsidize the family at the top of the waiting list [24 CFR 982.204(d) and (e)].

PHA Policy

Families will be selected from the waiting list based on the targeted funding or selection preference(s) for which they qualify, and in accordance with the PHA's hierarchy of preferences, if applicable. Within each targeted funding or preference category, families will be selected on a first-come, first-served basis according to the date and time their complete application is received by the PHA. Documentation will be maintained by the PHA as to whether families on the list qualify for and are interested in targeted funding. If a higher placed family on the waiting list is not qualified or not interested in targeted funding, there will be a notation maintained so that the PHA does not have to ask higher placed families each time targeted selections are made.

4-III.D. NOTIFICATION OF SELECTION

When a family has been selected from the waiting list, the PHA must notify the family [24 CFR 982.554(a)].

PHA Policy

The PHA will notify the family by first class mail when it is selected from the waiting list. The notification will include a full application packet and information about what constitutes acceptable documentation. If the applicant family fails to respond to the request for the Final Application by the deadline listed in the paperwork, a letter will be mailed giving applicant an additional 10 business days to respond. If applicant fails to respond by deadline, they will be removed from the waiting list.

Once the applicant family responds to the request with updated information and is determined eligible, the PHA will notify the family by phone, email, mail or applicant's authorized contact person to inform the family of the following:

Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview/briefing.

Who is required to attend the interview/briefing

All documents that must be provided at the interview/briefing, including information about what constitutes acceptable documentation

If a notification letter is returned to the PHA with no forwarding address, the family will be removed from the waiting list. A notice of denial (see Chapter 3) will be sent to the family's address of record, as well as to any known alternate address.

4-III.E. THE APPLICATION INTERVIEW

HUD recommends that the PHA obtain the information and documentation needed to make an eligibility determination through a face-to-face interview with a PHA representative [HCV GB, pg. 4-16]. Being invited to attend an interview does not constitute admission to the program.

Assistance cannot be provided to the family until all SSN documentation requirements are met. However, if the PHA determines that an applicant family is otherwise eligible to participate in the program, the family may retain its place on the waiting list for a period of time determined by the PHA [Notice PIH 2018-24].

Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability.

PHA Policy

Families selected from the waiting list are required to participate in an eligibility interview.

The head of household and the spouse/cohead will be strongly encouraged to attend the interview together. However, either the head of household or the spouse/cohead may

attend the interview on behalf of the family. Verification of information pertaining to adult members of the household not present at the interview will not begin until signed release forms are returned to the PHA.

The head of household or spouse/cohead must provide acceptable documentation of legal identity. (Chapter 7 provides a discussion of proper documentation of legal identity.) If the family representative does not provide the required documentation at the time of the interview, they will be required to provide it within 10 business days.

Pending disclosure and documentation of social security numbers, the PHA will allow the family to retain its place on the waiting list for *30 days*. If not all household members have disclosed their SSNs at the next time the PHA is issuing vouchers, the PHA will issue a voucher to the next eligible applicant family on the waiting list.

The family must provide the information necessary to establish the family's eligibility and determine the appropriate level of assistance, and must complete required forms, provide required signatures, and submit required documentation. If any materials are missing, the PHA will provide the family with a written list of items that must be submitted.

Any required documents or information that the family is unable to provide at the interview must be provided within 10 business days of the interview (Chapter 7 provides details about longer submission deadlines for particular items, including documentation of eligible noncitizen status). If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial (See Chapter 3).

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For limited English proficient (LEP) applicants, the PHA will provide translation services in accordance with the PHA's LEP plan.

If the family is unable to attend a scheduled interview, the family should contact the PHA in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend a scheduled interview, the PHA will send another notification letter with a new interview appointment time. Applicants who fail to attend two scheduled interviews without PHA approval will be denied assistance based on the family's failure to supply information needed to determine eligibility. A notice of denial will be issued in accordance with policies contained in Chapter 3.

4-III.F. COMPLETING THE APPLICATION PROCESS

The PHA must verify all information provided by the family (see Chapter 7). Based on verified information, the PHA must make a final determination of eligibility (see Chapter 3) and must confirm that the family qualified for any special admission, targeted funding admission, or selection preference that affected the order in which the family was selected from the waiting list.

PHA Policy

If the PHA determines that the family is ineligible, the PHA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review (Chapter 16).

If a family fails to qualify for any criteria that affected the order in which it was selected from the waiting list (e.g. targeted funding, extremely low-income), the family will be returned to its original position on the waiting list. The PHA will notify the family in writing that it has been returned to the waiting list, and will specify the reasons for it.

If the PHA determines that the family is eligible to receive assistance, the PHA will invite the family to attend a briefing in accordance with the policies in Chapter 5.

Chapter 5

BRIEFINGS AND VOUCHER ISSUANCE

INTRODUCTION

This chapter explains the briefing and voucher issuance process. When a family is determined to be eligible for the Housing Choice Voucher (HCV) program, the PHA must ensure that the family fully understands the way the program operates and the family's obligations under the program. This is accomplished through both an oral briefing and provision of a briefing packet containing the HUD-required documents and other information the family needs to know in order to lease a unit under the program. Once the family is fully informed of the program's requirements, the PHA issues the family a voucher. The voucher includes the unit size for which the family qualifies based on the PHA's subsidy standards, as well as the issue and expiration date of the voucher. The voucher is the document that authorizes the family to begin its search for a unit, and limits the amount of time the family has to successfully locate an acceptable unit.

This chapter describes HUD regulations and PHA policies related to these topics in two parts:

Part I: Briefings and Family Obligations. This part details the program's requirements for briefing families orally, and for providing written materials describing the program and its requirements. It includes a particular focus on the family's obligations under the program.

Part II: Subsidy Standards and Voucher Issuance. This part discusses the PHA's standards for determining how many bedrooms a family of a given composition qualifies for, which in turn affects the amount of subsidy the family can receive. It also discusses the policies that dictate how vouchers are issued, and how long families have to locate a unit.

PART I: BRIEFINGS AND FAMILY OBLIGATIONS

5-I.A. OVERVIEW

HUD regulations require the PHA to conduct mandatory briefings for applicant families who qualify for a voucher. The briefing provides a broad description of owner and family responsibilities, explains the PHA's procedures, and includes instructions on how to lease a unit. This part describes how oral briefings will be conducted, specifies what written information will be provided to families, and lists the family's obligations under the program.

5-I.B. BRIEFING [24 CFR 982.301]

Notification of Briefing

Prior to issuance of a voucher, the PHA must give the family an oral briefing and provide the family with a briefing packet containing written information about the program. Families may be briefed in individual face-to-face meetings, through group briefing sessions, or via remote briefing sessions.

PHA Policy

Families will be notified of their eligibility for assistance at the time they are invited to a briefing. The notice will be sent by first class mail and will also be sent by email if the family has provided a valid email address to the PHA.

The notice will advise the family of the type of briefing, who is required to be present at the briefing, and the date and time of the briefing. The notice will also inform the family of any additional requirements for in-person or remote briefings as addressed in relevant policy elsewhere in this section.

If the notice is returned by the post office with no forwarding address, the applicant will be denied and their name will not be placed back on the waiting list. If the notice is returned by the post office with a forwarding address, the notice will be resent to the address indicated.

In-Person Briefings

At the briefing, the PHA must ensure effective communication in accordance with Section 504 requirements (Section 504 of the Rehabilitation Act of 1973) and ensure that the briefing site is accessible to individuals with disabilities. For a more thorough discussion of accessibility requirements, refer to Chapter 2.

PHA Policy

In-person briefings will generally be conducted in group meetings. At the family's written request, the PHA may provide an individual briefing.

Generally, the head of household is required to attend the briefing. If the head of household is unable to attend, the PHA may approve another adult family member to attend the briefing.

Families that attend group briefings and still need individual assistance will be referred to an appropriate PHA staff person.

Briefings will be conducted in English. For limited English proficient (LEP) applicants, the PHA will provide interpretation services in accordance with the PHA's LEP plan (See Chapter 2).

Attendance

PHA Policy

Applicants who fail to attend a scheduled in-person briefing will be scheduled for another briefing automatically. The PHA will notify the family of the date and time of the second scheduled briefing. Applicants who fail to attend two scheduled briefings, without prior PHA approval, will be denied assistance (see Chapter 3).

Remote Briefings [Notice PIH 2020-32]

Remote briefings may be conducted over the phone, via video conferencing, or through other virtual platforms.

PHA Policy

The PHA has the sole discretion to require that briefings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster. If the PHA schedules a remote briefing, the PHA will conduct a face-to-face briefing upon request of the applicant as a reasonable accommodation for a person with a disability if safety and health concerns can be reasonably addressed.

In addition, the PHA will conduct a briefing remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the briefing, or if the applicant believes an in-person briefing would create an undue health risk. The PHA will consider other reasonable requests for a remote briefing on a case-by-case basis.

The applicant will be emailed a notice with the link to the online briefing that outlines the timeframe for completion. They will also be provided a link to the online briefing packet. They will be provided 10 business days to watch the briefing, complete the online questionnaire and return required paperwork. If PHA does not receive the questionnaire and completed required paperwork within 10 business days, applicant will be denied assistance without further notice.

Accessibility Requirements for Persons with Disabilities and LEP Individuals

As with in-person briefings, the platform for conducting remote briefings must be accessible and the briefing conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual.

If no method of conducting a remote briefing is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual their inability to participate in the remote briefing, and the PHA should consider whether postponing the remote briefing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances.

Limited English Proficiency (LEP) requirements also apply to remote briefings, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote briefings.

Conducting Remote Briefings

The PHA must ensure that the lack of technology or inability to use technology for remote briefings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA must ensure that the family has appropriate technological access in order to fully participate in the remote briefing.

PHA Policy

The applicant will be emailed a notice with the link to the online briefing that outlines the timeframe for completion. They will also be provided a link to the online briefing packet. They will be provided 10 business days to watch the briefing, complete the online questionnaire and return required paperwork. If PHA does not receive the questionnaire and completed required paperwork, or notification of technology barriers from the participants within 10 business days, applicant will be denied assistance without further notice. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person briefing or have a one-on-one briefing over the phone, as appropriate.

The PHA will provide a paper copy of the briefing packet upon family request, and may reschedule the briefing to allow adequate time for the family to receive the physical briefing packet.

The PHA will ensure that all electronic information stored or transmitted as part of the briefing meets the requirements for accessibility for persons with disabilities and persons with LEP, and is secure, including ensuring personally identifiable information (PII) is protected.

The PHA will ensure that families who participate in remote briefings have the opportunity to ask questions as part of the briefing.

If families lose connectivity during any remote briefing or otherwise feel they were unable to access information presented during the briefing, the family may request a one-on-one briefing over the phone or in person with the PHA.

Oral Briefing [24 CFR 982.301(a)]

Each briefing must provide information on the following subjects:

- How the Housing Choice Voucher program works;
- Family and owner responsibilities;
- Where the family can lease a unit, including renting a unit inside or outside the PHA's jurisdiction;
- An explanation of how portability works. The PHA may not discourage the family from choosing to live anywhere in the PHA jurisdiction or outside the PHA jurisdiction under portability, unless otherwise expressly authorized by statute, regulation, PIH Notice, or court order;
- The PHA must inform the family of how portability may affect the family's assistance through screening, subsidy standards, payment standards, and any other elements of the portability process which may affect the family's assistance;
- The advantages of areas that do not have a high concentration of low-income families; and
- For families receiving welfare-to-work vouchers, a description of any local obligations of a welfare-to-work family and an explanation that failure to meet the obligations is grounds for denial of admission or termination of assistance.

In briefing a family that includes a person with disabilities, PHA must also take steps to ensure effective communication.

Briefing Packet [24 CFR 982.301(b); New HCV GB, *Housing Search and Leasing*, p. 7]

Documents and information provided in the briefing packet must include the following:

- The term of the voucher, voucher suspensions, and the PHA's policies on any extensions of the term. If the PHA allows extensions, the packet must explain how the family can request an extension.
- A description of the method used to calculate the housing assistance payment for a family, including how the PHA determines the payment standard for a family, how the PHA determines total tenant payment for a family, and information on the payment standard and utility allowance schedule.
- An explanation of how the PHA determines the maximum allowable rent for an assisted unit.
- Where the family may lease a unit and an explanation of how portability works, including information on how portability may affect the family's assistance through screening, subsidy standards, payment standards, and any other elements of the portability process that may affect the family's assistance.
- The HUD-required tenancy addendum, which must be included in the lease.
- The form the family must use to request approval of tenancy, and a description of the procedure for requesting approval for a tenancy.
- A statement of the PHA policy on providing information about families to prospective owners.
- The PHA subsidy standards including when and how exceptions are made.
- Materials (e.g., brochures) on how to select a unit and any additional information on selecting a unit that HUD provides (e.g., HUD brochure entitled, "A Good Place to Live").
- Information on federal, state and local equal opportunity laws and a copy of the housing discrimination complaint form, including information on how to complete the form and file a fair housing complaint.
- A list of landlords known to the PHA who may be willing to lease a unit to the family or other resources (e.g., newspapers, organizations, online search tools) known to the PHA that may assist the family in locating a unit. PHAs must ensure that the list of landlords or other resources covers areas outside of poverty or minority concentration.
- Notice that if the family includes a person with disabilities, the family may request a list of available accessible units known to the PHA.
- The family obligations under the program, including any obligations of a welfare-to-work family, and any obligations of other special programs if the family is participating in one of those programs.
- The grounds on which the PHA may terminate assistance for a participant family because of family action or failure to act.
- PHA informal hearing procedures including when the PHA is required to offer a participant family the opportunity for an informal hearing, and how to request the hearing.

- An explanation of the advantages of moving to an area that does not have a high concentration of low-income families.
- The HUD pamphlet on lead-based paint entitled, “Protect Your Family from Lead in Your Home.”

If the PHA is located in a metropolitan area, the following additional information must be included in the briefing packet in order to receive full points under SEMAP Indicator 7, Expanding Housing Opportunities [24 CFR 985.3(g)]:

- Maps showing areas with housing opportunities outside areas of poverty or minority concentration, both within its jurisdiction and its neighboring jurisdiction
- Information about the characteristics of these areas including job opportunities, schools, transportation, and other services
- An explanation of how portability works, including a list of portability contact persons for neighboring PHAs with names, addresses, and telephone numbers

Additional Items to Be Included in the Briefing Packet

In addition to items required by the regulations, PHAs may wish to include supplemental materials to help explain the program to both participants and owners [HCV GB p. 8-7, Notice PIH 2017-12].

PHA Policy

The PHA will provide the following additional materials in the briefing packet:

Information on how to fill out and file a housing discrimination complaint form

The form HUD-5380 domestic violence certification form and the form HUD-5382 notice of occupancy rights, which contain information on VAWA protections for victims of domestic violence, dating violence, sexual assault, and stalking

“Is Fraud Worth It?” (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse

“What You Should Know about EIV,” a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2017-12

5-I.C. FAMILY OBLIGATIONS

Obligations of the family are described in the housing choice voucher (HCV) regulations and on the voucher itself. These obligations include responsibilities the family is required to fulfill, as well as prohibited actions. The PHA must inform families of these obligations during the oral briefing, and the same information must be included in the briefing packet. When the family's unit is approved and the HAP contract is executed, the family must meet those obligations in order to continue participating in the program. Violation of any family obligation may result in termination of assistance, as described in Chapter 12.

Time Frames for Reporting Changes Required by Family Obligations

PHA Policy

Unless otherwise noted below, when family obligations require the family to respond to a request or notify the PHA of a change, notifying the PHA of the request or change within 10 business days is considered prompt notice.

When a family is required to provide notice to the PHA, the notice must be in writing.

Family Obligations [24 CFR 982.551]

The family obligations of the voucher are listed as follows:

- The family must supply any information that the PHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
- The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Any information supplied by the family must be true and complete.
- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

PHA Policy

Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit.

- The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.

- The family must not commit any serious or repeated violation of the lease.

PHA Policy

The PHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction or an owner's notice to evict, police reports, and affidavits from the owner, neighbors, or other credible parties with direct knowledge.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises, and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests. Any incidents of, or criminal activity related to, domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be construed as serious or repeated lease violations by the victim [see 24 CFR 5.2005(c)(1)].

- The family must notify the PHA and the owner before moving out of the unit or terminating the lease.

PHA Policy

The family must comply with lease requirements regarding written notice to the owner.

The family must provide written notice to the PHA at the same time the owner is notified.

- The family must promptly give the PHA a copy of any owner eviction notice.
- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

PHA Policy

The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. The PHA will determine eligibility of the new member in accordance with the policies in Chapter 3.

- The family must promptly notify the PHA in writing if any family member no longer lives in the unit.

- If the PHA has given approval, a foster child or a live-in aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when PHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (sections I.K and I.M), and Chapter 11 (section II.B).
- The family must not sublease the unit, assign the lease, or transfer the unit.

PHA Policy

Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

- The family must supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.

- The family must promptly notify the PHA when the family is absent from the unit.

PHA Policy

Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than two weeks or 14 calendar days.. Written notice must be provided to the PHA at the start of the extended absence.

Any absences extending beyond 14 consecutive days must have PHA approval in writing prior to the absence. The family may apply for PHA approval for an extended absence by submitting a written request to the PHA and the owner prior to the absence. The family must allow sufficient time for a written response by the HA (no less than two weeks.) Absences of 14 days or longer without prior written HA approval shall be considered abandonment of the unit. Approval for absences from residence and address usage longer than 14 days shall be given due to physician-approved medical causes. However, in no instance shall the tenant be absent from the assisted unit for more than 180 consecutive calendar days. Absences for longer than 180 consecutive calendar days shall be cause for termination.

- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].
- PHA Policy
- All utilities and services for which the participant is responsible shall be provided in an approved family member's name (approved member of an assisted family) unless prior authorization is granted by the Housing Agency. Any violation of this policy shall be cause for termination.
- The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).
- Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 14, Program Integrity for additional information).
- Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for HUD and PHA policies related to drug-related and violent criminal activity.
- Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and PHA policies related to alcohol abuse.
- An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.

- A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]

PART II: SUBSIDY STANDARDS AND VOUCHER ISSUANCE

5-II.A. OVERVIEW

The PHA must establish subsidy standards that determine the number of bedrooms needed for families of different sizes and compositions. This part presents the policies that will be used to determine the family unit size (also known as the voucher size) a particular family should receive, and the policies that govern making exceptions to those standards. The PHA must also establish policies related to the issuance of the voucher, to the voucher term, and to any extensions of the voucher term.

5-II.B. DETERMINING FAMILY UNIT (VOUCHER) SIZE [24 CFR 982.402]

For each family, the PHA determines the appropriate number of bedrooms under the PHA subsidy standards and enters the family unit size on the voucher that is issued to the family. The family unit size does not dictate the size of unit the family must actually lease, nor does it determine who within a household will share a bedroom/sleeping room.

The following requirements apply when the PHA determines family unit size:

- The subsidy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.
- The subsidy standards must be consistent with space requirements under the housing quality standards.
- The subsidy standards must be applied consistently for all families of like size and composition.
- A child who is temporarily away from the home because of placement in foster care is considered a member of the family in determining the family unit size.
- A family that consists of a pregnant woman (with no other persons) must be treated as a two-person family.
- Any live-in aide (approved by the PHA to reside in the unit to care for a family member who is disabled or is at least 50 years of age) must be counted in determining the family unit size;

- Unless a live-in-aide resides with a family, the family unit size for any family consisting of a single person must be either a zero- or one-bedroom unit, as determined under the PHA subsidy standards.

PHA Policy

The PHA will assign one bedroom for each two persons within the household, except in the following circumstances:

Head of Household residing with an adult who is not considered a co-head or spouse shall be allocated a separate bedroom resulting in a 2 bedroom voucher. A Head of Household who is residing with a minor child shall be allocated a bedroom apart from the minor child resulting in a 2 bedroom voucher. A Head of Household who is residing with more than one adult or minor child shall be allocated a voucher for a bedroom size that factors two persons per bedroom with the following considerations:

Persons of the opposite sex (other than spouses, and children under age 5) will be allocated separate bedrooms.

Live-in aides will be allocated a separate bedroom.

Single person families will be allocated one bedroom.

The PHA will reference the following chart in determining the appropriate voucher size for a family:

Voucher Size	Persons in Household (Minimum – Maximum)
1 Bedroom	1-2
2 Bedrooms	2-4
3 Bedrooms	3-6
4 Bedrooms	4-8
5 Bedrooms	6-10

Adding additional persons to the household shall not increase the voucher issuance until the annual recertification or unit change, if needed, as long as adding the person does not overcrowd the current unit. The dwelling unit must have at least one bedroom or living/sleeping room for each two persons.

5-II.C. EXCEPTIONS TO SUBSIDY STANDARDS

In determining family unit size for a particular family, the PHA may grant an exception to its established subsidy standards if the PHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances [24 CFR 982.402(b)(8)]. Reasons may include, but are not limited to:

- A need for an additional bedroom for medical equipment
- A need for a separate bedroom for reasons related to a family member's disability, medical or health condition

For a single person who is not elderly, disabled, or a remaining family member, an exception cannot override the regulatory limit of a zero or one bedroom [24 CFR 982.402(b)(8)].

PHA Policy

The PHA will consider granting an exception for any of the reasons specified in the regulation: the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The family must request any exception to the subsidy standards in writing. The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source (e.g., doctor or health professional), unless the disability and the disability-related need for accommodation is readily apparent or otherwise known. The family's continued need for an additional bedroom due to special medical equipment must be re-verified at annual reexamination.

The PHA will notify the family of its determination within 10 business days of receiving the family's request. If a participant family's request is denied, the notice will inform the family of their right to request an informal hearing.

5-II.D. VOUCHER ISSUANCE [24 CFR 982.302]

When a family is selected from the waiting list (or as a special admission as described in Chapter 4), or when a participant family wants to move to another unit, the PHA issues a Housing Choice Voucher, form HUD-52646. This chapter deals only with voucher issuance for applicants. For voucher issuance associated with moves of program participants, please refer to Chapter 10.

The voucher is the family's authorization to search for housing. It specifies the unit size for which the family qualifies, and includes both the date of voucher issuance and date of expiration. It contains a brief description of how the program works and explains the family obligations under the program. The voucher is evidence that the PHA has determined the family to be eligible for the program, and that the PHA expects to have money available to subsidize the family if the family finds an approvable unit. However, the PHA does not have any liability to any party by the issuance of the voucher, and the voucher does not give the family any right to participate in the PHA's housing choice voucher program [Voucher, form HUD-52646]

A voucher can be issued to an applicant family only after the PHA has determined that the family is eligible for the program based on verification of information received within the 60 days prior to issuance [24 CFR 982.201(e)] and after the family has attended an oral briefing [HCV 8-1].

PHA Policy

Vouchers will be issued to eligible applicants immediately following the mandatory briefing.

The PHA should have sufficient funds to house an applicant before issuing a voucher. If funds are insufficient to house the family at the top of the waiting list, the PHA must wait until it has adequate funds before it calls another family from the list [HCV GB p. 8-10].

PHA Policy

Prior to issuing any vouchers, the PHA will determine whether it has sufficient funding in accordance with the policies in Part VIII of Chapter 16.

If the PHA determines that there is insufficient funding after a voucher has been issued, the PHA may rescind the voucher and place the affected family back on the waiting list.

5-II.E. VOUCHER TERM AND EXTENSIONS

Voucher Term [24 CFR 982.303]

The initial term of a voucher must be at least 60 calendar days. The initial term must be stated on the voucher [24 CFR 982.303(a)].

PHA Policy

The initial voucher term will be 60 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 60-day period unless the PHA grants an extension.

Extensions of Voucher Term [24 CFR 982.303(b)]

The PHA has the authority to grant extensions of search time, to specify the length of an extension, and to determine the circumstances under which extensions will be granted. There is no limit on the number of extensions that the PHA can approve. Discretionary policies related to extension and expiration of search time must be described in the PHA's administrative plan [24 CFR 982.54].

PHAs must approve additional search time if needed as a reasonable accommodation to make the program accessible to and usable by a person with disabilities. The extension period must be reasonable for the purpose. The family must be notified in writing of the PHA's decision to approve or deny an extension. The PHA's decision to deny a request for an extension of the voucher term is not subject to informal review [24 CFR 982.554(c)(4)].

PHA Policy

The PHA will approve additional extensions only in the following circumstances:

- It is necessary as a reasonable accommodation for a person with disabilities.

- It is necessary due to reasons beyond the family's control, as determined by the PHA. Following is a list of extenuating circumstances that the PHA may consider in making its decision. The presence of these circumstances does not guarantee that an extension will be granted:

 - Serious illness or death in the family

 - Other family emergency

 - Obstacles due to employment

 - Whether the family has already submitted requests for tenancy approval that were not approved by the PHA

 - Whether family size or other special circumstances make it difficult to find a suitable unit

Any request for an additional extension must include the reason(s) an additional extension is necessary. The PHA may require the family to provide documentation to support the request or obtain verification from a qualified third party.

All requests for extensions to the voucher term must be made in writing and submitted to the PHA prior to the expiration date of the voucher (or extended term of the voucher).

The PHA will decide whether to approve or deny an extension request within 10 business days of the date the request is received, and will immediately provide the family written notice of its decision.

The maximum voucher term would be 120 days.

Suspensions of Voucher Term [24 CFR 982.303(c)]

The PHA must provide for suspension of the initial or any extended term of the voucher from the date the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied.

Expiration of Voucher Term

Once a family's housing choice voucher term (including any extensions) expires, the family is no longer eligible to search for housing under the program. If the family still wishes to receive assistance, the PHA may require that the family reapply, or may place the family on the waiting list with a new application date but without requiring reapplication. Such a family does not become ineligible for the program on the grounds that it was unable to locate a unit before the voucher expired [HCV GB p. 8-13].

PHA Policy

If an applicant family's voucher term or extension expires before the PHA has approved a tenancy, the PHA will require the family to reapply for assistance.

Within 10 business days after the expiration of the voucher term or any extension, the PHA will notify the family in writing that the voucher term has expired and that the family must reapply when the waiting list is open in order to be placed on the waiting list.

Chapter 6

INCOME AND SUBSIDY DETERMINATIONS

[24 CFR Part 5, Subparts E and F; 24 CFR 982]

INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's payment and the PHA's subsidy. The PHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. This chapter describes HUD regulations and PHA policies related to these topics in three parts as follows:

Part I: Annual Income. HUD regulations specify the sources of income which are excluded from the family's annual income. These requirements and PHA policies for calculating annual income are found in Part I.

Part II: Assets. HUD regulations specify the types of assets which are excluded from a family's annual income. These requirements and PHA policies for calculating income from assets are found in Part II.

Part III: Adjusted Income. Once annual income has been established, HUD regulations require the PHA to subtract from annual income any of five mandatory deductions for which a family qualifies and allow the PHA to adopt additional permissive deductions. These requirements and PHA policies for calculating adjusted income are found in Part III.

Part IV: Calculating Family Share and PHA Subsidy. This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining PHA subsidy and required family payment.

PART I: ANNUAL INCOME

6-I.A. OVERVIEW [24 CFR 5.609]

Annual income includes:

- All amounts, not specifically excluded in **24 CFR 5.609(b)**;
- All amounts received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse;
- Unearned income by or on behalf of each dependent who is under 18 years of age; and
- Imputed returns of an asset based on the current passbook savings rate, as determined by HUD, when the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually) and the actual returns from a given asset cannot be calculated.

In addition to this general definition, the regulations at 24 CFR 5.609(b) provide a comprehensive listing of all sources of income that are excluded from annual income. Note, unlike in previous versions of the regulations, the current regulations governing annual income do not list sources of income that are to be included. Instead, HUD relies on the definition of excluded income under 24 CFR 5.609(b) to provide the scope of what is included. To that end, generally, all income is included unless it is specifically excluded by regulation.

Annual income includes “all amounts received,” not the amount that a family may be legally entitled to receive but did not receive. For example, a family’s child support or alimony income must be based on payments received, not the amounts to which the family is entitled by court or agency orders [Notice PIH 2023-27].

Annual income also includes all actual anticipated income from assets (provided the income is not otherwise excluded) even if the asset itself is excluded from net family assets [Notice PIH 2023-27]. 24 CFR 5.603(b)(1) describes HUD regulations for treating specific types of income and assets. The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

- Annual Income Full Definition (Exhibit 6-1)
- Treatment of Family Assets (Exhibit 6-2)
- The Effect of Welfare Benefit Reduction (Exhibit 6-3)

Sections 6-I.B and 6-I.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. Verification requirements for annual income are discussed in Chapter 7.

6-I.B. HOUSEHOLD COMPOSITION AND INCOME

Overview

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition in accordance with HUD regulations and PHA policies in Chapter 11. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources (both earned and unearned) is excluded [24 CFR 5.609(b)(8)].
Foster child or foster adult	Income from all sources (both earned and unearned) is excluded [24 CFR 5.609(b)(8)].
Head, spouse, or cohead Other adult family members	All sources of income not specifically excluded by the regulations are included [24 CFR 5.609(a)].
Minors	Earned income of children under 18 years of age is excluded [24 CFR 5.609(b)(3)]. All sources of unearned income, except those specifically excluded by the regulations, are included [24 CFR 5.609(a)].
Full-time students 18 years of age or older (not head, spouse, or cohead)	Earned income in excess of the dependent deduction is excluded [24 CFR 5.609(b)(14)]. All sources of unearned income, except those specifically excluded by the regulations, are included.

Temporarily Absent Family Members

The current regulations governing annual income do not specifically address temporarily absent family members. The regulations also do not define “temporarily” or “permanently” absent or specify a timeframe associated with a temporary versus a permanent absence.

PHA Policy

Unless specifically excluded by the regulations, the income of all family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit.

Generally, an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally, an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students

PHA Policy

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to the PHA indicating that the student has established a separate household, or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care (as confirmed by the state child welfare agency) are considered members of the family [24 CFR 5.403].

PHA Policy

If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will continue to be counted as a family member.

Absent Head, Spouse, or Cohead

PHA Policy

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted [HCV GB, p. 5-22].

PHA Policy

The PHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head, spouse, or cohead qualifies as an elderly person or a person with disabilities.

Joint Custody of Dependents

PHA Policy

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, school records, or an IRS return showing which family has claimed the child for income tax purposes.

Caretakers for a Child

PHA Policy

The approval of a caretaker is at the owner and PHA's discretion and subject to the owner and PHA's screening criteria. If neither a parent nor a designated guardian remains in a household receiving HCV assistance, the PHA will take the following actions.

- (1) If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
- (2) If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the PHA will extend the caretaker's status as an eligible visitor.
- (3) At any time that custody or guardianship legally has been awarded to a caretaker, the housing choice voucher will be transferred to the caretaker.
- (4) During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

6-I.C. CALCULATING ANNUAL INCOME

The methodology used for calculating income differs depending on whether income is being calculated at initial occupancy, interim reexamination, or at annual reexamination. However, income from assets is always anticipated regardless of certification type.

Anticipating Annual Income [24 CFR 5.609(c)(1)]

At initial occupancy and for an interim reexamination of family income, the PHA is required to use anticipated income (current income) for the upcoming 12-month period following the new admission or interim reexamination effective date. Policies related to verifying income are found in Chapter 7.

PHA Policy

When the PHA cannot readily anticipate income based upon current circumstances (e.g., in the case of temporary, sporadic, or variable employment, seasonal employment, unstable working hours, or suspected fraud), the PHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.

Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the PHA to show why the historic pattern does not represent the family's anticipated income.

In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit trail will be left as to how the PHA annualized projected income.

Known Changes in Income

If the PHA verifies an upcoming increase or decrease in income, annual income will be projected by applying each income amount to the appropriate part of the 12-month period.

Example: An employer reports that a full-time employee who has been receiving \$8/hour will begin to receive \$8.25/hour in the eighth week after the effective date of the new admission or interim reexamination. In such a case the PHA would calculate annual income as follows: $(\$8/\text{hour} \times 40 \text{ hours} \times 7 \text{ weeks}) + (\$8.25 \times 40 \text{ hours} \times 45 \text{ weeks})$.

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases the PHA will calculate annual income using current circumstances and then, should the change in income require the PHA to conduct an interim reexamination, conduct an interim reexamination in accordance with PHA policy in Chapter 11.

**Calculating Annual Income at Annual Reexamination [24 CFR.609(c)(2);
Notice PIH 2023-27]**

At annual reexamination, PHAs must first determine the family's income for the previous 12-month period and use this amount as the family income for annual reexaminations; however, adjustments to reflect current income must be made. Any change of income since the family's last annual reexamination, including those that did not meet the threshold to process an interim reexamination of family income in accordance with PHA policies in Chapter 11 and HUD regulations, must be considered. If, however, there have been no changes to income, then the amount of income calculated for the previous 12-month period is the amount that will be used to determine the family's rental assistance. Income from assets is always anticipated, irrespective of the income examination type. Policies related to conducting annual reexaminations are located in Chapter 11.

6-I.D. EARNED INCOME

Wages and Related Compensation [24 CFR 5.609(a); Notice PIH 2023-27]

The earned income of each member of the family who is 18 years of age or older, or who is the head of household or spouse/cohead regardless of age, is included in annual income. Income received as a day laborer or seasonal worker is also included in annual income, even if the source, date, or amount of the income varies [24 CFR 5.609 (b)(24)].

Earned income means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits [24 CFR 5.100].

A *day laborer* is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future [24 CFR 5.603(b)].

A *seasonal worker* is defined as an individual who is hired into a short-term position(e.g., for which the customary employment period for the position is six months or fewer) and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry [24 CFR 5.603(b)]. Some examples of seasonal work include employment limited to holidays or agricultural seasons. Seasonal work may include but is not limited to employment as a lifeguard, ballpark vendor, or snowplow driver [Notice PIH 2023-27].

PHA Policy

The PHA will include in annual income the full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation.

For persons who regularly receive bonuses or commissions, the PHA will verify and then average amounts received for the two years preceding admission or interim reexamination. If only a one-year history is available, the PHA will use the prior year amounts. In either case the family may provide, and the PHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the PHA will count only the amount estimated by the employer. The file will be documented appropriately.

Military Pay

All regular pay, special pay and allowances of a member of the Armed Forces are counted except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11)].

Earnings of a Minor [24 CFR 5.609(b)(3)]

A minor is a member of the family, other than the head of household or spouse, who is under 18 years of age. Employment income earned by minors is not included in annual income. All other sources of unearned income, except those specifically excluded by the regulations, are included.

Earned Income of Full-Time Students [24 CFR 5.609(b)(14)]

The earned income of a dependent full-time student in excess of the amount of the dependent deduction is excluded from annual income. All sources of unearned income, except those specifically excluded by the regulations, are included.

A family member other than the head of household or spouse/cohead is considered a full-time student if they are attending school or vocational training on a full-time basis [24 CFR 5.603(b)]. To be considered “full-time,” a student must be considered “full-time” by an educational institution with a degree or certificate program [HCV GB, p. 5-29].

**6-I.E. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES
[24 CFR 5.617; Streamlining Final Rule (SFR) Federal Register 3/8/16;
Notice PIH 2023-27]**

HOTMA removed the statutory authority for the EID. The EID is available only to families that are eligible for and participating on the program as of December 31, 2023, or before; no new families may be added on or after January 1, 2024. If a family is receiving the EID prior to or on the effective date of December 31, 2023, they are entitled to the full amount of the benefit for a full 24-month period. The policies below are applicable only to such families. No family will still be receiving the EID after December 31, 2025. The EID will sunset on January 1, 2026, and the PHA policies below will no longer be applicable as of that date or when the last qualifying family exhausts their exclusion period, whichever is sooner.

Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with their "baseline income." The family member's baseline income is their income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that they are participating in the EID.

Calculation Method

Initial 12-Month Exclusion

During the initial exclusion period of 12 consecutive months, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded.

PHA Policy

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

Second 12-Month Exclusion

During the second exclusion period of 12 consecutive months, the PHA must exclude at least 50 percent of any increase in income attributable to employment or increased earnings.

PHA Policy

During the second 12-month exclusion period, the PHA will exclude 100 percent of any increase in income attributable to new employment or increased earnings.

Lifetime Limitation

The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. During the 24-month period, an individual remains eligible for EID even if they begin to receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance. The EID will sunset on January 1, 2026. In no circumstances will a family member's exclusion period continue past January 1, 2026.

6-I.F. BUSINESS AND SELF-EMPLOYMENT INCOME [24 CFR 5.609(b)(28); Notice PIH 2023-27]

Annual income includes “net income from the operation of a business or profession. *Net income* is gross income minus business expenses that allows the business to operate. *Gross income* is all income amounts received into the business, prior to the deduction of business expenses.

Expenditures for business expansion or amortization of capital indebtedness may not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.”

PHA Policy

To determine business expenses that may be deducted from gross income, the PHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described herein.

Independent Contractors

Income received as an independent contractor is included in annual income, even if the source, date, or amount of the income varies [24 CFR 5.609 (b)(24)].

An *independent contractor* is defined as an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done [24 CFR 5.603(b)].

Business Expansion

HUD regulations do not permit the PHA to deduct from gross income expenses for business expansion.

PHA Policy

Business expansion is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

Capital Indebtedness

HUD regulations do not permit the PHA to deduct from gross income the amortization of capital indebtedness.

PHA Policy

Capital indebtedness is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the PHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

Negative Business Income

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

Withdrawal of Cash or Assets from a Business

HUD regulations require the PHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

PHA Policy

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of \$2,000 to help a business get started, the PHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

Co-owned Businesses

PHA Policy

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

Assets Owned by a Business Entity

If a business entity (e.g., limited liability company or limited partnership) owns the asset, then the family's asset is their ownership stake in the business, not some portion of the business's assets. However, if the family holds the assets in their own name (e.g., they own one-third of a restaurant) rather than in the name of a business entity, then the percentage value of the asset owned by the family is what is counted toward net family assets (e.g., one-third of the value of the restaurant) [Notice PIH 2023-27].

6-I.G. STUDENT FINANCIAL ASSISTANCE [FR Notice 2/14/23 and Notice PIH 2023-27]

Introduction

Section 479B of the HEA requires that all assistance under Title IV of the HEA and Bureau of Indian Affairs student financial assistance, even assistance provided to students in excess of tuition and required fees or charges, be excluded from HUD income calculations.

For Section 8 programs only, however, for over 10 years through FY 2022, HUD appropriations have included a provision that for certain students receiving Section 8 assistance, any amounts received in excess of tuition and any other required fees and charges are considered income (with the exception of students who lived with their parents or who were over the age of 23 with a dependent child).

While the language in various consolidated appropriations acts is limited to federal fiscal year covered by the act, this does not rule out the possibility that similar language will be included in future years' appropriations bills.

- For any funds from a year where HUD's appropriations acts include this limitation, it will apply with respect to Section 8 participants. The PHA will follow the pre-HOTMA Section 8 student financial assistance limitation described below.
- During years in which an appropriations act does not contain this Section 8 student financial assistance limitation (or any other such limitation), then the determination of student financial assistance as included/excluded income for all Section 8 students defaults to the methodology described for the public housing program and listed below.

Pre-HOTMA Section 8 Student Financial Assistance Limitation [FR 4/10/06; Notice PIH 2015-21]

In 2005, Congress passed a law (for Section 8 programs only) requiring that certain student financial assistance be included in annual income. Prior to that, the full amount of student financial assistance was excluded. For some students, the full exclusion still applies.

The regulation requiring the inclusion of certain student financial assistance applies only to students who satisfy all of the following conditions:

- They are enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965.
- They are seeking or receiving Section 8 assistance on their own—that is, apart from their parents—through the HCV program, the project-based voucher program, or the moderate rehabilitation program.
- They are under 24 years of age **OR** they have no dependent children.

For students who satisfy these three conditions, any financial assistance in excess of tuition and any other required fees and charges received: (1) under the 1965 HEA, (2) from a private source, or (3) from an institution of higher education, as defined under the 1965 HEA, must be included in annual income.

To determine annual income in accordance with the above requirements, the PHA will use the definitions of *dependent child*, *institution of higher education*, and *parents* in Chapter 3, along with the following definitions [FR 4/10/06, pp. 18148-18150]:

- *Assistance under the Higher Education Act of 1965* includes Pell Grants, Federal Supplement Educational Opportunity Grants, Academic Achievement Incentive Scholarships, State Assistance under the Leveraging Educational Assistance Partnership Program, the Robert G. Byrd Honors Scholarship Program, and Federal Work Study programs.
- *Assistance from private sources* means assistance from nongovernmental sources, including parents, guardians, and other persons not residing with the student in an HCV assisted unit.
- *Tuition and fees* are defined in the same manner in which the Department of Education defines *tuition and fees* [Notice PIH 2015-21].
 - This is the amount of tuition and required fees covering a full academic year most frequently charged to students.
 - The amount represents what a typical student would be charged and may not be the same for all students at an institution.
 - If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an academic year is used to estimate average tuition.
 - Required fees include all fixed-sum charges that are required of a large proportion of all students. Examples include, but are not limited to, writing and science lab fees and fees specific to the student's major or program (i.e., nursing program).
 - Expenses related to attending an institution of higher education must **not** be included as tuition. Examples include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed-sum charges.

Any student financial assistance not subject to inclusion under the regulations is fully excluded from annual income, whether it is paid directly to the student or to the educational institution the student is attending. This includes any financial assistance received by:

- Students residing with parents who are seeking or receiving Section 8 assistance
- Students who are enrolled in an educational institution that does **not** meet the 1965 HEA definition of *institution of higher education*
- Students who are over 23 **AND** have at least one dependent child, as defined in section 3-II.E
- Students who are receiving financial assistance through a governmental program not authorized under the 1965 HEA.

HOTMA Student Financial Assistance Requirements [24 CFR 5.609(b)(9)]

The regulations under HOTMA distinguish between two categories of student financial assistance paid to both full-time and part-time students.

Types of Assistance

Any assistance to students under section 479B of the Higher Education Act of 1965 (Title IV of the HEA) must be excluded from the family's annual income [24 CFR 5.609(b)(9)(i)].

Examples of assistance under title IV of the HEA include:

- Federal Pell Grants;
- Teach Grants;
- Federal Work Study Programs;
- Federal Perkins Loans;
- Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act (WIOA); or
- Bureau of Indian Affairs/Education student assistance programs
 - The Higher Education Tribal Grant
 - The Tribally Controlled Colleges or Universities Grant Program

Any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education not otherwise excluded by the Federally mandated income exclusions are excluded [24 CFR 5.609(b)(9)(ii)]. *Actual covered costs* are defined as the actual costs of:

- Tuition, books, and supplies;
 - Including supplies and equipment to support students with learning disabilities or other disabilities
- Room and board; and
- Other fees required and charged to a student by the education institution.

For a student who is not the head of household or spouse/cohead, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

Further, to qualify, other student financial assistance must be expressly:

- For tuition, book, supplies, room and board, or other fees required and charged to the student by the educational institution;
- To assist a student with the costs of higher education; or
- To assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the educational institution and not residing in an assisted unit.

The student financial assistance may be paid directly to the student or to the educational institution on the student's behalf. However, any student financial assistance paid to the student must be verified by the PHA.

The financial assistance must be a grant or scholarship received from:

- The Federal government;
- A state, tribal, or local government ;
- A private foundation registered as a nonprofit;
- A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- An institution of higher education.

Student financial assistance, does not include:

- Financial support provided to the student in the form of a fee for services performed; (e.g., a work study or teaching fellowship that is not excluded under section 479B of the Higher Education Act HEA);
- Gifts, including gifts from family or friends; or
- Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under the HEA, exceeds the actual covered costs of the student.

Calculating Income from Student Financial Assistance [HOTMA Student Financial Assistance Resource Sheet; Notice PIH 2023-27]

The formula for calculating the amount of other student financial assistance that is excluded from income always begins with deducting the assistance received under 479B of the HEA from the total actual covered costs, because the 479B assistance is intended to pay the student's actual covered costs. When a student receives assistance from both Title IV of the HEA and from other sources, the assistance received under Title IV of the HEA must be applied to the student's actual covered costs first and then other student financial assistance is applied to any remaining actual covered costs. Once actual costs are covered, any remaining student financial assistance is considered income.

PHA Policy

If a student only receives financial assistance under Title IV of the HEA and does not receive any other student financial assistance, the PHA will exclude the full amount of the assistance received under Title IV from the family's annual income. The PHA will not calculate actual covered costs in this case.

If the student does not receive any assistance under Title IV of the HEA but does receive assistance from another source, the PHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The PHA will then subtract the total amount of the student's financial assistance from the student's actual covered costs. The PHA will include any amount of financial assistance in excess of the student's actual covered costs in the family's annual income.

Example 1

- Actual covered costs: \$20,000
- Other student financial assistance: \$25,000
- Excluded income: \$20,000 (\$25,000 in financial assistance - \$20,000 in actual covered costs)
- Included income: \$5,000

When a student receives assistance from both Title IV of the HEA and from other sources, the PHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The assistance received under Title IV of the HEA will be applied to the student's actual covered costs first and then the other student financial assistance will be applied to any remaining actual covered costs.

If the amount of assistance excluded under Title IV of the HEA equals or exceeds the actual covered costs, none of the assistance included under other student financial assistance" would be excluded from income.

Example 2

- Actual covered costs: \$25,000
- Title IV HEA assistance: \$26,000
- Title IV HEA assistance covers the students entire actual covered costs.
- Other Student Financial Assistance: \$5,000
- Excluded income: The entire Title IV HEA assistance of \$26,000
- Included income: All other financial assistance of \$5,000

If the amount of assistance excluded under Title IV of the HEA is less than the actual covered costs, the PHA will exclude the amount of other student financial assistance up to the amount of the remaining actual covered costs.

Example 3

- Actual covered costs: \$22,000
- Title IV HEA assistance: \$15,000
- The remaining amount not covered by Title IV HEA assistance is \$7,000 (\$22,000 in actual covered costs - \$15,000 in Title IV HEA assistance).
- Other Student Financial Assistance: \$5,000
- \$7,000 in remaining actual covered costs - \$5,000 in other financial assistance
- Excluded income: \$15,000 entire amount of the Title IV HEA Assistance + \$5,000 in other financial assistance
- Included income: \$0

Example 4

- Actual covered costs: \$18,000
- Title IV HEA Assistance: \$15,000
- The remaining amount not covered by Title IV HEA assistance is \$3,000 (\$18,000 in actual covered costs - \$15,000 in Title IV HEA Assistance)
- Other student Financial Assistance: \$5,000
- When other student financial assistance is applied, financial assistance exceeds actual covered costs by \$2,000 (\$3,000 in actual covered costs - \$5,000 in other financial assistance).
- Included income: \$2,000 (the amount by which the financial aid exceeds the student's actual covered costs).

6-I.H. PERIODIC PAYMENTS

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are not included in annual income. Regulations do not specify which types of periodic payments are included in annual income.

Income that has a discrete end date and will not be repeated beyond the coming year is excluded from a family's annual income because it is nonrecurring income. However, this does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that can be extended. For example, a family receives income from a guaranteed income program in their city that has a discrete beginning and end date. While the guaranteed income will be repeated in the coming year, it will end before the family's next annual reexamination. This income is fully excluded from annual income.

Insurance payments and settlements for personal or property losses, including but not limited to payments under health insurance, motor vehicle insurance, and workers' compensation, are excluded from annual income. However, periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that are received in lieu of wages for workers' compensation are included in annual income. Payments received in lieu of wages for worker's compensation are excluded, even if paid in periodic payments, if the income will last for a period of less than one year.

Lump-Sum Payments for the Delayed Start of a Periodic Payment [24 CFR 5.609(b)(16)]

Deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs (VA) disability benefits that are received in a lump sum amount or in prospective monthly amounts are excluded from annual income.

PHA Policy

The PHA will include in annual income lump sums received as a result of delays in processing periodic payments (other than those specifically excluded by the regulation), such as unemployment or welfare assistance.

When a delayed-start payment is received that is to be included and the family reports this during the period in which the PHA is processing an annual reexamination, the PHA will adjust the family's rent retroactively for the period the payment was intended to cover.

If the delayed-start payment is received outside of the time the PHA is processing an annual reexamination, then the PHA will consider whether the amount meets the threshold to conduct an interim reexamination. If so, the PHA will conduct an interim in accordance with PHA policies in Chapter 11. If not, the PHA will consider the amount when processing the family's next annual recertification.

Retirement Accounts [24 CFR 5.609(b)(26); Notice PIH 2023-27]

Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals is not considered actual income from assets.

However, any distribution of periodic payments from such accounts is included in annual income at the time they are received by the family.

An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value.

Social Security Benefits [Notice PIH 2018-24]

The PHA is required to use the gross benefit amount to calculate annual income from Social Security benefits.

Annually in October, the Social Security Administration (SSA) announces the cost-of-living adjustment (COLA) by which federal Social Security and SSI benefits are adjusted to reflect the increase, if any, in the cost of living. The federal COLA does not apply to state-paid disability benefits. Effective the day after the SSA has announced the COLA, PHAs are required to factor in the COLA when determining Social Security and SSI annual income for all annual reexaminations and interim reexaminations of family income that have not yet been completed and will be effective January 1 or later of the upcoming year [Notice PIH 2023-27]. When a family member's benefits are garnished, levied, or withheld to pay restitution, child support, tax debt, student loan debt, or other debts, the PHA must use the gross amount of the income, prior to the reduction, to determine a family's annual income.

PHA Policy

Annual income includes "all amounts received," not the amount that a family may be legally entitled to receive but which they do not receive. When the SSA overpays an individual, resulting in a withholding or deduction from their benefit amount until the overpayment is paid in full, the PHA will use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount.

Alimony and Child Support

PHA Policy

The PHA will count all regular payments of alimony or child support awarded as part of a divorce or separation agreement.

The PHA will count court-awarded amounts for alimony and child support unless the family certifies and the PHA verifies that the payments are not being made.

In order to verify that payments are not being made, the PHA will review child support payments over the last three months.

If payments are being made regularly, the PHA will use the amount received during the last 12 months (excluding any lump sums received). If payments have been made for a period less than 12 months, the PHA will average all payments that have been made.

At new admission or interim recertification, if any lump sum payments were made in the past 12 months, the PHA will determine the likelihood of the family receiving another similar payment within the next 12 months before deciding whether or not this amount will be included in the calculation of annual income.

If the PHA determines and can appropriately verify that the family in all likelihood will not receive a similar payment, then the amount will not be considered when projecting annual income.

If the PHA determines that it is likely that the family will receive a similar payment and can appropriately verify it, the amount will be included when projecting annual income.

If no payments have been made in the past three months and there are no lump sums, the PHA will not include alimony or child support in annual income.

6-I.I. NONRECURRING INCOME [24 CFR 5.609(b)(24) and Notice PIH 2023-27]

Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income as nonrecurring income, even if the source, date, or amount of the income varies.

Income that has a discrete end date and will not be repeated beyond the coming year during the family's upcoming annual reexamination period will be excluded from a family's annual income as nonrecurring income. This exclusion does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that can be extended.

Income amounts excluded under this category may include, but are not limited to:

- Nonrecurring payments made to the family or to a third party on behalf of the family to assist with utilities;
- Payments for eviction prevention;
- Security deposits to secure housing;
- Payments for participation in research studies (depending on the duration); and
- General one-time payments received by or on behalf of the family.

Nonrecurring income that is excluded under the regulations includes:

- Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment [24 CFR 5.609(b)(24)(i)].
- Direct federal or state payments intended for economic stimulus or recovery [24 CFR 5.609(b)(24)(ii)].
- Amounts directly received by the family as a result of state refundable tax credits or state or federal tax refunds at the time they are received [24 CFR 5.609(b)(24)(iii) and (iv)].
- Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries) [24 CFR 5.609(b)(24)(v)].
- Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization [24 CFR 5.609(b)(24)(vi)]. When calculating annual income, PHAs are prohibited from assigning monetary value to non-monetary in-kind donations received by the family [Notice PIH 2023-27]. Non-recurring, non-monetary in-kind donations from friends and family are excluded as non-recurring income.
- Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings [24 CFR 5.609(b)(24)(vii)].

6-I.J. WELFARE ASSISTANCE

Overview

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments.

Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]

The PHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 6-3. The requirements are summarized below. This rule applies only if a family was receiving HCV assistance at the time the sanction was imposed.

Covered Families

The families covered by 24 CFR 5.615 are those “who receive welfare assistance or other public assistance benefits (‘welfare benefits’) from a State or other public agency (‘welfare agency’) under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance” [24 CFR 5.615(b)]

Imputed Income

When a welfare agency imposes a sanction that reduces a family’s welfare income because the family commits fraud or fails to comply with the agency’s economic self-sufficiency program or work activities requirement, the PHA must include in annual income “imputed” welfare income. The PHA must request that the welfare agency provide the reason for the reduction of benefits and the amount of the reduction of benefits. The imputed welfare income is the amount that the benefits were reduced as a result of the sanction.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

Offsets

The amount of the imputed welfare income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

6-I.K. STATE PAYMENTS TO ALLOW INDIVIDUALS WITH DISABILITIES TO LIVE AT HOME [24 CFR 5.609(b)(19)]

Payments made by or authorized by a state Medicaid agency (including through a managed care entity) or other state or federal agency to an assisted family to enable a member of the assisted family who has a disability to reside in the family's assisted unit are excluded.

Authorized payments may include payments to a member of the assisted family through state Medicaid-managed care systems, other state agencies, federal agencies or other authorized entities.

The payments must be received for caregiving services a family member provides to enable another member of the assisted family who has a disability to reside in the family's assisted unit. Payments to a family member for caregiving services for someone who is not a member of the assisted family (such as for a relative that resides elsewhere) are not excluded from income.

Furthermore, if the agency is making payments for caregiving services to the family member for an assisted family member and for a person outside of the assisted family, only the payments attributable to the caregiving services for the caregiver's assisted family member would be excluded from income.

6-I.L. CIVIL RIGHTS SETTLEMENTS [24 CFR 5.609(b)(25); FR Notice 2/14/23]

Regardless of how the settlement or judgment is structured, civil rights settlements or judgments, including settlements or judgments for back pay, are excluded from annual income. This may include amounts received because of litigation or other actions, such as conciliation agreements, voluntary compliance agreements, consent orders, other forms of settlement agreements, or administrative or judicial orders under the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act (Section 504), the Americans with Disabilities Act, or any other civil rights or fair housing statute or requirement.

While these civil rights settlement or judgment amounts are excluded from income, the settlement or judgment amounts will generally be counted toward the family's net family assets (e.g., if the funds are deposited into the family's savings account or a revocable trust under the control of the family or some other asset that is not excluded from the definition of *net family assets*). Income generated on the settlement or judgment amount after it has become a net family asset is not excluded from income. For example, if the family received a settlement or back pay and deposited the money in an interest-bearing savings account, the interest from that account would be income at the time the interest is received.

Furthermore, if a civil rights settlement or judgment increases the family's net family assets such that they exceed \$50,000 (as annually adjusted by an inflationary factor), then income will be imputed on the net family assets pursuant to 24 CFR 5.609(a)(2). If the imputed income, which HUD considers unearned income, increases the family's annual adjusted income by 10 percent or more, then an interim reexamination of income will be required unless the addition to the family's net family assets occurs within the last three months of the family's income certification period and the PHA or owner chooses not to conduct the examination.

6-I.M. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME [24 CFR 5.609(b)]

Other exclusions contained in 24 CFR 5.609(b) that have not been discussed earlier in this chapter include the following:

- Payments received for the care of foster children or foster adults or state or tribal kinship or guardianship care payments [24 CFR 5.609(b)(4)].
- Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation [24 CFR 5.609(b)(5)]. However, periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that are received in lieu of wages for workers' compensation are included in annual income [Notice PIH 2023-27].
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member [24 CFR 5.609(b)(6)].
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled [24 CFR 5.609(b)(7)].
- Income and distributions from any Coverdell education savings account under Section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under Section 529 of such Code [24 CFR 5.609(b)(10)].
- Income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by federal, state, or local government [24 CFR 5.609(b)(10)].
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11)].
- Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance [24 CFR 5.609(b)(17)]. This income exclusion applies only to veterans in need of regular aid and attendance and not to other beneficiaries of the payments, such as a surviving spouse [Notice PIH 2023-27].
- Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car) [24 CFR 5.609(b)(20)]. The loan borrower or co-borrower must be a member of the family for this income exclusion to be applicable [Notice PIH 2023-27].

- Payments received by tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other federal law [24 CFR 5.609(b)(21)]. Generally, payments received by tribal members in excess of the first \$2,000 of per capita shares are included in a family's annual income for purposes of determining eligibility. However, as explained in Notice PIH 2023-27, payments made under the Cobell Settlement, and certain per capita payments under the recent Tribal Trust Settlements, must be excluded from annual income in HUD programs that adopt the definitions of *annual income* in 24 CFR 5.609, the Census Long Form, and the IRS Form 1040, including the programs affected by Notice PIH 2023-27.
- Replacement housing "gap" payments made in accordance with 49 CFR Part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments [24 CFR 5.609(b)(23)].
- Income earned on amounts placed in a family's Family Self-Sufficiency account [24 CFR 5.609(b)(27)].
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program [24 CFR 5.609(i)(12)(ii)].
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(b)(12)(i)].
- Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development [24 CFR 5.609 I(12)(ii)].

Incremental earnings and benefits to any family member resulting from participation in qualifying training program funded by HUD or in qualifying federal, state, tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program unless those amounts are excluded under 24 CFR 5.609(b)(9)(i) [24 CFR 5.609(b)(12)(iv)].

PHA Policy

The PHA defines *training program* as “a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education” [expired Notice PIH 98-2, p. 3].

The PHA defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

In calculating the incremental difference, the PHA will use as the pre-enrollment income the total annualized amount of the family member’s welfare assistance and earnings reported on the family’s most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with the PHA’s interim reporting requirements (see Chapter 11).

- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(b)(13)].
- Adoption assistance payments for a child in excess of the amount of the dependent deduction per adopted child [24 CFR 5.609(b)(15)].
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(b)(20)].
- Amounts that HUD is required by federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(b) apply. HUD will publish a notice in the *Federal Register* to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

HUD publishes an updated list of these exclusions periodically. The most recent list of exclusions was published in the *Federal Register* on May 20, 2014. It includes:

- (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))
- (b) Benefits under Section 1780 of the School Lunch Act and Child Nutrition Act of 1966, including WIC
- (c) Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- (d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
- (e) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
- (f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
- (g) Payments received under programs funded in whole or in part under the Workforce Investment Act of 1998 (29 U.S.C. 2931)
- (h) Deferred disability benefits from the Department of Veterans Affairs, whether received as a lump sum or in monthly prospective amounts
- (i) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04)
- (j) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b))
- (k) A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010
- (l) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)
- (m) Benefits under the Indian Veterans Housing Opportunity Act of 2010 (only applies to Native American housing programs)
- (n) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- (o) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent Orange* product liability litigation, M.D.L. No. 381 (E.D.N.Y.)

- (p) Payments received under 38 U.S.C. 1833(c) to children of Vietnam veterans born with spinal bifida, children of women Vietnam veterans born with certain birth defects, and children of certain Korean service veterans born with spinal bifida
- (q) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)
- (r) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- (s) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j))
- (t) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)
- (u) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965j, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs, the exception found in § 237 of Public Law 109–249 applies and requires that the amount of financial assistance in excess of tuition and mandatory fees shall be considered income in accordance with the provisions codified at 24 CFR 5.609(b)(9), except for those persons with disabilities as defined by 42 U.S.C. 1437a(b)(3)(E) (Pub. L. 109–249) (See Section 6-I.L. for exceptions.)
- (v) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- (w) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)
- (x) Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002
- (y) Payments made from the proceeds of Indian tribal trust cases as described in Notice PIH 2013–30, "Exclusion from Income of Payments under Recent Tribal Trust Settlements" (25 U.S.C. 117b(a))
- (z) Major disaster and emergency assistance received under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by states, local governments, and disaster assistance organizations
- (aa) Distributions from an ABLE account, and actual or imputed interest on the ABLE account balance [See also Notice PIH 2019-09]

PART II: ASSETS

6-II.A. OVERVIEW

Annual income includes all actual anticipated income from assets (unless otherwise excluded by the regulations) even if the asset itself is excluded from net family assets [Notice PIH 2023-27].

The regulation at 24 CFR 5.603(b)(3) provides a list of items that are excluded from the calculation of net family assets. Note, unlike previous versions of the regulations, the current regulations do not list types of assets that are included in annual income. Instead, HUD relies on the definition of items excluded from assets to provide the scope of what is included. Exhibit 6-2 provides the regulatory definition of *net family assets*.

Optional policies for family self-certification of assets are found in Chapter 7. Policies related to the asset limitation may be found in Chapter 3.

Income from assets is always anticipated, irrespective of the income examination type.

PHA Policy

The PHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. The PHA will use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected, (2) it is not feasible to anticipate a level of income over 12 months, or (3) the PHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income, but the property is currently vacant, the PHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

Any time current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to the PHA to show why the asset income determination does not represent the family's anticipated asset income.

6-II.B. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

[24 CFR 5.603(b)(2)]

PHAs must include the value of any business or family assets disposed of by an applicant or participant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application or reexamination, as applicable, in excess of the consideration received for the asset. An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value. [Notice PIH 2023-27].

Minimum Threshold

The *HCV Guidebook* permits the PHA to set a threshold below which assets disposed of for less than fair market value will not be counted [HCV GB, p. 5-27].

PHA Policy

The PHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.

Separation or Divorce

The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

PHA Policy

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

Foreclosure or Bankruptcy

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

Asset Owned by a Business Entity

If a business entity (e.g., limited liability company or limited partnership) owns the asset, then the family's asset is their ownership stake in the business, not some portion of the business's assets. However, if the family holds the assets in their own name (e.g., they own one third of a restaurant) rather than in the name of a business entity, then the percentage value of the asset owned by the family is what is counted toward net family assets (e.g., one-third of the value of the restaurant) [Notice PIH 2023-27].

Family Declaration

PHA Policy

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value.

The PHA may verify the value of the assets disposed of if other information available to the PHA does not appear to agree with the information reported by the family.

6-II.C. ASSET INCLUSIONS AND EXCLUSIONS

Checking and Savings Accounts [Notice PIH 2023-27]

HUD considers bank accounts as non-necessary items of personal property. Whether or not non-necessary personal property is counted toward net family assets depends on the combined value of all of the family's assets.

- When the combined value of net family assets is greater than \$50,000, as adjusted by inflation, checking and/or savings accounts would be counted toward net family assets.
- When the combined value of all non-necessary personal property does not exceed \$50,000, as adjusted by inflation, all non-necessary personal property is excluded from net family assets. In this case, the value of the family's checking and/or savings accounts would not be considered when calculating net family assets.

However, actual income from checking and savings accounts is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded.

ABLE Accounts [24 CFR 5.609(b)(10); Notice PIH 2019-09]

An Achieving a Better Life Experience (ABLE) account is a type of tax-advantaged savings account that an eligible individual can use to pay for qualified disability expenses. Section 103 of the ABLE Act mandates that an individual's ABLE account (specifically, its account balance, contributions to the account, and distributions from the account) is excluded when determining the designated beneficiary's eligibility and continued occupancy under certain federal means-tested programs. The PHA must exclude the entire value of the individual's ABLE account from the household's assets. Distributions from the ABLE account are also not considered income. However, all wage income received, regardless of which account the money is paid to, is included as income.

***Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds
[24 CFR 5.603(b)(1)]***

HUD considers financial investments such as stocks and bonds non-necessary items of personal property. Whether non-necessary personal property is counted toward net family assets depends on the combined value of all of the family's assets.

- When the combined value of net family assets is greater than \$50,000, as adjusted by inflation, financial investments such as stocks and bonds are considered part of net family assets. In this case, the value of the family's checking and/or savings accounts would be counted toward net family assets.
- When the combined value of all non-necessary personal property does not exceed \$50,000, as adjusted by inflation, all non-necessary personal property is excluded from net family assets. In this case, the value of the family's financial investments such as stocks and bonds would not be considered when calculating net family assets.

However, actual income from financial accounts is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded. When a stock issues dividends in some years but not others (e.g., due to market performance), the dividend is counted as the actual return when it is issued, but when no dividend is issued, the actual return is \$0. When the stock never issues dividends, the actual return is \$0.

PHA Policy

The PHA will include interest or dividends earned by investment accounts as actual income from assets even when the earnings are reinvested.

The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

In determining the market value of an investment account, the PHA will use the value of the account on the most recent investment report.

Necessary and Non-Necessary Personal Property [24 CFR 5.603(b)(3)(i)]

All assets are categorized as either *real property* (e.g., land, a home) or *personal property*.

Personal property includes tangible items, like boats, as well as intangible items, like bank accounts.

The value of necessary items of personal property is excluded from the calculation of net family assets. Necessary items of personal property include a car used for commuting or medical devices.

HUD defines *necessary personal property* as items essential to the family for the maintenance, use, and occupancy of the premises as a home; or they are necessary for employment, education, or health and wellness. Necessary personal property includes more than merely items that are indispensable to the bare existence of the family. It may include personal effects (such as items that are ordinarily worn or utilized by the individual), items that are convenient or useful to a reasonable existence, and items that support and facilitate daily life within the family's home. Necessary personal property also includes items that assist a household member with a disability, including any items related to disability-related needs, or that may be required for a reasonable accommodation for a person with a disability. Necessary personal property does not include bank accounts, other financial investments, or luxury items. Items of personal property that do not qualify as necessary personal property are classified as non-necessary personal property.

The combined value of all **non-necessary** items of personal property is only included in annual income when the combined total value exceeds \$50,000 (adjusted annually by HUD). When the combined value of all non-necessary personal property does not exceed \$50,000, as adjusted by inflation, all non-necessary personal property is excluded from net family assets.

While not an exhaustive list, the following table from Notice PIH 2023-27 provides examples of necessary and non-necessary personal property.

Necessary Personal Property	Non-Necessary Personal Property
Car(s)/vehicle(s) that a family relies on for transportation for personal or business use (e.g., bike, motorcycle, skateboard, scooter) Furniture, carpets, linens, kitchenware Common appliances Common electronics (e.g., radio, television, DVD player, gaming system) Clothing Personal effects that are not luxury items (e.g., toys, books) Wedding and engagement rings Jewelry used in religious/cultural celebrations and ceremonies Religious and cultural items Medical equipment and supplies Health care–related supplies Musical instruments used by the family Personal computers, phones, tablets, and related equipment Professional tools of trade of the family, for example professional books Educational materials and equipment used by the family, including equipment to accommodate persons with disabilities Equipment used for exercising (e.g., treadmill, stationary bike, kayak, paddleboard, ski equipment)	Recreational car/vehicle not needed for day-to-day transportation for personal or business use (campers, motorhomes, traveling trailers, all-terrain vehicles (ATVs)) Bank accounts or other financial investments (e.g., checking account, savings account, stocks/bonds) Recreational boat/watercraft Expensive jewelry without religious or cultural value, or which does not hold family significance Collectibles (e.g., coins/stamps) Equipment/machinery that is not used to generate income for a business Items such as gems/precious metals, antique cars, artwork, etc.

PHA Policy

In determining the value of non-necessary personal property, the PHA will use the family's estimate of the value. The PHA may obtain an appraisal if there is reason to believe that the family's estimated value is off by \$50 or more. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

Lump-Sum Additions to Net Family Assets [24 CFR 5.609(b)(24(viii)); Notice PIH 2023-27]

The regulations exclude income from lump-sum additions to family assets, including lottery or other contest winnings as a type of nonrecurring income.

In addition, lump sums from insurance payments, settlements for personal or property losses, and recoveries from civil actions or settlements based on claims of malpractice, negligence, or other breach of duty owed to a family member arising out of law that resulted in a member of the family becoming a family member with a disability are excluded from income.

Further, deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts are also excluded from income.

However, these amounts may count toward net family assets. The PHA must consider any actual or imputed returns from assets as income at the next applicable income examination. In the case where the lump sum addition to assets would lead to imputed income, which is unearned income, that increases the family's annual adjusted income by 10 percent or more, then the addition of the lump sum to the family's assets will trigger an immediate interim reexamination of income in accordance with Chapter 11. This reexamination of income must take place as soon as the lump sum is added to the family's net family assets unless the addition takes place in the last three months of family's income certification period and the PHA chooses not to conduct the examination.

For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, see sections 6-I.H and 6-I.I.

PHA Policy

Any lump-sum receipts are only counted as assets if they are retained by a family in a form recognizable as an asset. [RHIIP FAQs]. For example, if the family receives a \$1,000 lump sum for lottery winnings, and the family immediately spends the entire amount, the lump sum will not be counted toward net family assets.

Jointly Owned Assets [Notice PIH 2023-27]

For assets owned jointly by the family and one or more individuals outside of the assisted family, the PHA must include the total value of the asset in the calculation of net family assets, unless:

- The asset is otherwise excluded;
- The family can demonstrate that the asset is inaccessible to them; or
- The family cannot dispose of any portion of the asset without the consent of another owner who refuses to comply.

If the family demonstrates that they can only access a portion of an asset, then only that portion's value is included in the calculation of net family assets for the family.

Any income from a jointly owned asset must be included in annual income, unless:

- The income is specifically excluded;
- The family demonstrates that they do not have access to the income from that asset; or
- The family only has access to a portion of the income from that asset.

If the family demonstrates that they can only access a portion of the income from an asset, then only that portion's value is included in the calculation of income from assets.

If an individual is a beneficiary who is entitled to access the account's funds only upon the death of the account's owner, and may not otherwise withdraw funds from an account, then the account is not an asset to the assisted family, and the family should provide proper documentation demonstrating that they are only a beneficiary on the account.

Trusts [24 CFR 5.609(b)(2) and 5.603(b)(4)]

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

The following types of trust distributions are excluded from annual income:

- Distributions of the principal or corpus of the trust; and
- Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

The basis for determining how to treat trusts relies on information about who has access to either the principal in the account or the income from the account. There are two types of trusts, *revocable* and *irrevocable*.

When the creator sets up an *irrevocable trust*, the creator has no access to the funds in the account. Irrevocable trusts not under the control of any member of the family or household are not assets. Typically, special needs trusts are considered irrevocable. The value of the trust is not included in net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household [24 CFR 5.603(b)(4)]. Where an irrevocable trust is excluded from net family assets, the PHA must not consider actual income earned by the trust (e.g., interest earned, rental income if property is held in the trust) for so long as the income from the trust is not distributed. If the value of the trust is not considered part of the family's net assets, then distributions from the trust are treated as follows:

- All distributions from the trust's principal are excluded from income.
- Distributions of income earned by the trust (i.e., interest, dividends, realized gains, or other earnings on the trust's principal), are included as income unless the distribution is used to pay for the health and medical expenses for a minor.

A *revocable trust* is a trust that the creator of the trust may amend or end (revoke). When there is a revocable trust, the creator has access to the funds in the trust account.

The value of revocable trusts that are not under the control of the family are excluded from net family assets. This happens when a member of the assisted family is the beneficiary of a revocable trust, but the grantor is not a member of the assisted family. In this case the beneficiary does not "own" the revocable trust, and the value of the trust is excluded from net family assets. For the revocable trust to be considered excluded from net family assets, no family or household member may be the account's trustee. If this is the case, then distributions from the trust are treated as follows:

- All distributions from the trust's principal are excluded from income.
- Distributions of income earned by the trust (i.e., interest, dividends, realized gains, or other earnings on the trust's principal), are included as income unless the distribution is used to pay for the health and medical expenses for a minor.

Revocable trusts under the control of the family or household (e.g., the grantor is a member of the assisted family or household) are considered assets and must be included in net family assets.

If the value of the trust is considered part of the family's net assets, then distributions from the trust are not considered income to the family. The PHA must count all actual returns (e.g., interest earned) from the trust as income or, if the trust has no actual returns (e.g., if the trust is comprised of farmland that is not in use) and the total value of the combined net family assets exceeds \$50,000 (as that amount is updated for inflation), as imputed returns, as applicable.

Life Insurance [FR Notice 2/14/23 and Notice PIH 2023-27]

Net family assets do not include the value of term life insurance, which has no cash value to the individual before death.

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets. The cash value is the surrender value. While the cash value of an insurance policy is considered an asset, the face value of any policy is not. If such a policy earns dividends or interest that the family could elect to receive, the amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

Tax Refunds [24 CFR 5.603(b)(3)(xi) and Notice PIH 2023-27]

All amounts received by a family in the form of federal tax refunds or refundable tax credits are excluded from a family's net family assets for a period of 12 months after receipt by the family.

At the time of an annual or interim reexamination of income, if the federal tax refund was received during the 12 months preceding the effective date of the reexamination, then the amount of the refund that was received by the family is subtracted from the total value of the account in which the federal tax refund or refundable tax credits were deposited. When the subtraction results in a negative number, then the balance of the asset is considered \$0.

If the tax refund or refundable tax credit is deposited into another excluded asset, such as a retirement account or a Coverdell Education Savings Account, then the deposit will have no effect on the balance of the asset (i.e., there is no need for the PHA to subtract the amount of the deposit from the value of the excluded asset).

Asset Exclusions [24 CFR 5.603(b)]

The following are excluded from the calculations of net family assets:

- The value of any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals [24 CFR 5.603(b)(3)(iii)].
- The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located [24 CFR 5.603(b)(3)(iv)].
 - *Real property* as used in this part has the same meaning as that provided under the law of the state in which the property is located [24 CFR 5.100].
 - Examples of this include but are not limited to co-ownership situations (including situations where one owner is a victim of domestic violence), where one party cannot unilaterally sell the real property; property that is tied up in litigation; and inherited property in dispute [Notice PIH 2023-27].
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability [24 CFR 5.603(b)(3)(v)];
- The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 [24 CFR 5.603(b)(3)(vi)];

- The value of any qualified tuition program under Section 529 of such Code [24 CFR 5.603(b)(3)(vi)];
- The value of any “baby bond” account created, authorized, or funded by federal, state, or local government [24 CFR 5.603(b)(3)(vi)];
- Interests in Indian trust land [24 CFR 5.603(b)(3)(vii)];
- Equity in a manufactured home where the family receives assistance under 24 CFR part 982 [24 CFR 5.603(b)(3)(viii)];
- Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982 [24 CFR 5.603(b)(3)(ix)];
- Family Self-Sufficiency accounts [24 CFR 5.603(b)(3)(x)];
- Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family [24 CFR 5.603(b)(3)(xi)].
- The full amount of assets held in an irrevocable trust [Notice PIH 2023-27]; and
- The full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the participant family or household [Notice PIH 2023-27].

6-II.D. DETERMINING INCOME FROM ASSETS

In some cases, amounts that are excluded from net family assets may be included as annual income when disbursements are made to a family from an asset. In other cases, amounts are excluded from annual income as a lump-sum addition to net family assets, but those funds are then considered a net family asset if held in an account or other investment that is considered part of net family assets [Notice PIH 2023-27].

Net Family Assets

Net family assets are defined as the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

PHA Policy

Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions such as settlement costs and transfer taxes [New PH OCC GB, *Income Determinations*, p. 24].

The calculation of asset income sometimes requires the PHA to make a distinction between an asset's market value and its cash value.

- The market value of an asset is its worth in the market (e.g., the amount a buyer would pay for real estate or the total value of an investment account).
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

The cash value of real property or other assets with negative equity would be considered \$0 for the purposes of calculating net family assets. Negative equity in real property or other investments does not prohibit the family from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets [Notice PIH 2023-27].

Actual Income from Assets

Income from assets must be included on the Form HUD-50058 regardless of the amount of income. Actual income from assets is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded by 24 CFR 5.609(b).

Income or returns from assets are generally considered to be interest, dividend payments, and other actual income earned on the asset, and not the increase in market value of the asset. The increase in market value is relevant to the cash value of the asset for the purpose of determining total net family assets and imputing income.

The PHA may determine the net assets of a family based on a self-certification by the family that the net family assets do not exceed \$50,000 (adjusted annually by HUD), without taking additional steps to verify the accuracy of the declaration [24 CFR 5.618(b)]. Policies related to verification of assets are found in Chapter 7 of this policy.

The PHA may not calculate or include any imputed income from assets when net family assets total \$50,000 or less [24 CFR 5.609(b)(1)]. The actual income from assets must be included on the Form HUD-50058.

Imputed Income from Assets

When net family assets exceed \$50,000 (adjusted annually by HUD), the PHA may not rely on self-certification. If actual returns can be calculated, the PHA must include actual income from the asset on the Form HUD-50058 (for example, a savings account or CD where the rate of return is known). If actual returns cannot be calculated, the PHA must calculate imputed returns using the HUD-determined passbook rate (for example, real property or a non-necessary item of personal property such as a recreational boat). If the PHA can compute actual income from some but not all assets, the PHA must compute actual returns where possible and use the HUD-determined passbook rate for assets where actual income cannot be calculated [24 CFR 5.609(a)(2)].

An asset with an actual return of \$0 (such as a non-interest-bearing checking account), is not the same as an asset for which an actual return cannot be computed (such as non-necessary personal property). If the asset is a financial asset and there is no income generated (for example, a bank account with a zero percent interest rate or a stock that does not issue cash dividends), then the asset generates zero actual asset income, and imputed income is not calculated. When a stock issues dividends in some years but not others (e.g., due to market performance), the dividend is counted as the actual return when it is issued, and when no dividend is issued, the actual return is \$0. When the stock never issues dividends, the actual return is consistently \$0.

PART III: ADJUSTED INCOME

6-III.A. INTRODUCTION

Overview

HUD regulations require PHAs to deduct from annual income any of five mandatory deductions for which a family qualifies and allow the PHA to deduct other permissive deductions in accordance with PHA policy. The resulting amount is the family's adjusted income. Mandatory deductions are found in 24 CFR 5.611.

5.611 *Adjusted income* means annual income (as determined under § 5.609) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

(a) *Mandatory deductions*

- (1) \$480 for each dependent (adjusted annually by HUD, rounded to the next lowest multiple of \$25);
- (2) \$525 for any elderly family or disabled family (adjusted annually by HUD, rounded to the next lowest multiple of \$25);
- (3) The sum of the following, to the extent the sum exceeds ten percent of annual income:
 - (i) Unreimbursed health and medical care expenses of any elderly family or disabled family;
 - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed; and
- (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Chapter 7.

Anticipating Expenses

PHA Policy

Generally, the PHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and non-school periods and cyclical medical expenses), the PHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, the PHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. The PHA may require the family to provide documentation of payments made in the preceding year.

When calculating health and medical care expenses, the PHA will include those expenses anticipated to be incurred during the 12 months following the certification date which are not covered by an outside source, such as insurance. The allowance is not intended to give a family an allowance equal to last year's expenses, but to anticipate regular ongoing and anticipated expenses during the coming year. Since these expenses are anticipated, the *PH Occupancy Guidebook* states "it is likely that actual expenses will not match what was anticipated. Typically, this would not be considered an underpayment as long as at the time of the annual reexamination, the expenses were calculated based on the appropriate verification" [New PH OCC GB, *Income Determinations*, p. 30]. For annual reexaminations, the PHA will use information for the previous 12-month period.

6-III.B. DEPENDENT DEDUCTION

An allowance of \$480 is deducted from annual income for each dependent (which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25) [24 CFR 5.611(a)(1)]. *Dependent* is defined as any family member other than the head, spouse, or cohead who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

6-III.C. ELDERLY OR DISABLED FAMILY DEDUCTION

A single deduction of \$525 is taken for any elderly or disabled family (which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25) [24 CFR 5.611(a)(2)].

An *elderly family* is a family whose head, spouse, cohead, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403].

6-III.D. HEALTH AND MEDICAL CARE EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i) and 5.603(b)]

Unreimbursed health and medical care expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed ten percent of annual income.

This deduction is permitted only for families in which the head, spouse, or cohead is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

Definition of *Medical Expenses*

HUD regulations define *health and medical care expenses* at 24 CFR 5.603(b) to mean “any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.” Medical insurance premiums continue to be eligible health and medical care expenses. Health and medical care expenses may be deducted from annual income only if they are eligible and not otherwise reimbursed and may only be deducted for elderly or disabled families.

Although HUD revised the definition of *health and medical care expenses* to reflect the Internal Revenue Service (IRS) general definition of medical expenses, HUD is not permitting PHAs to specifically align their policies with IRS Publication 502 for determining which expenses are included in HUD’s mandatory deduction for health and medical care expenses. PHAs must review each expense to determine whether it is eligible in accordance with HUD’s definition of *health and medical care expenses*.

Families That Qualify for Both Health and Medical and Disability Assistance Expenses

PHA Policy

This policy applies only to families in which the head, spouse, or cohead is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either a health and medical care or disability assistance expenses, the PHA will consider them health and medical care expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-III.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]

Unreimbursed reasonable expenses for attendant care and auxiliary apparatus for each member of the family who is a person with disabilities may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed ten percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

Earned Income Limit on the Disability Assistance Expense Deduction

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

PHA Policy

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, the PHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When the PHA determines that the disability assistance expenses enable more than one family member to work, the expenses will be capped by the sum of the family members’ incomes.

Eligible Auxiliary Apparatus [Notice PIH 2023-27]

Auxiliary apparatus items may include expenses for wheelchairs, ramps, adaptations to vehicles, guide dogs, assistance animals, or special equipment to enable a person who is blind or has low vision to read or type or special equipment to assist a person who is deaf or hard of hearing.

Eligible Attendant Care [Notice PIH 2023-27]

Examples of attendant care expenses can include teaching a person with disabilities how to perform day-to-day tasks independently like cleaning, bathing, doing laundry, and cooking. Attendant care can be 24-hour care, or care during sporadic periods throughout the day. The family determines the type of attendant care that is appropriate for the person with disabilities.

PHA Policy

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, the PHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Payments to Family Members

No disability assistance expenses may be deducted for payments to a member of an assisted family [24 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

Necessary and Reasonable Expenses

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

PHA Policy

The PHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, the PHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and the PHA will consider, the family's justification for costs that exceed typical costs in the area.

Families That Qualify for Both Health and Medical and Disability Assistance Expenses

PHA Policy

This policy applies only to families in which the head or spouse is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either health and medical care or disability assistance expenses, the PHA will consider them health and medical care expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

6-III.F. CHILD CARE EXPENSE DEDUCTION

HUD defines *child care expenses* at 24 CFR 5.603(b) as “amounts anticipated to be paid by the family for the care of children under 13 years of age (including foster children) during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.”

Clarifying the Meaning of *Child* for This Deduction

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family’s household [VG, p. 26]. However, child care expenses for foster children that are living in the assisted family’s household are included when determining the family’s child care expenses [HCV GB, p. 5-29].

Qualifying for the Deduction

Determining Who Is Enabled to Pursue an Eligible Activity

PHA Policy

The family must identify the family member(s) enabled to pursue an eligible activity. The term *eligible activity* in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family’s request, the PHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

PHA Policy

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the child care expense being allowed by the PHA.

Furthering Education

PHA Policy

If the child care expense being claimed is to enable a family member to further their education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

Being Gainfully Employed

PHA Policy

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

Earned Income Limit on Child Care Expense Deduction

When a family member looks for work or furthers their education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 CFR 5.603(b)].

The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person with disabilities who receives the earned income disallowance (EID) or a full-time student whose earned income above \$480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person's earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes \$15,000 but because of the EID only \$5,000 is included in annual income, child care expenses are limited to \$5,000.

The PHA must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working [HCV GB, p. 5-30].

PHA Policy

When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, the PHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

Eligible Child Care Expenses

The type of care to be provided is determined by the assisted family. The PHA may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

Allowable Child Care Activities

PHA Policy

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, the PHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

Necessary and Reasonable Costs

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further their education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

PHA Policy

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, the PHA will use the schedule of child care costs from a qualified local entity that either subsidizes child care costs or licenses child care providers. Families may present, and the PHA will consider, justification for costs that exceed typical costs in the area.

6-III.G. HARDSHIP EXEMPTIONS [24 CFR 5.611(c), (d), and (e)]

Health and Medical Care and Disability Assistance Expenses [24 CFR 5.611(c); Notice PIH 2023-27]

The regulations provide for two types of hardship exemption categories for families that qualify for unreimbursed health and medical care expenses and/or disability assistance expenses. A family will benefit from this hardship exemption only if the family has eligible expenses that can be deducted in excess of five percent of annual income. In order to claim unreimbursed health and medical care expenses, the family must have a head, cohead, or spouse that is elderly or a person with a disability. In order to claim unreimbursed reasonable attendant care and auxiliary apparatus expenses, the family must include a person with a disability, and the expenses must enable any member of the family (including the member who is a person with a disability) to be employed.

Families may be eligible for relief under one of two categories; phased-in relief or general relief, as defined below.

Phased-In Relief

The first category is applicable to all families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income review. The family must receive phased-in relief if they are determined to be eligible. These families will begin receiving a 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first.

For these families, the threshold amount is phased-in as follows:

- The family is eligible for a deduction totaling the sum of expenses that exceeds 5 percent of annual income for the first 12 months.
- At the conclusion of 12 months, the family is eligible for a deduction totaling the sum of their expenses that exceed 7.5 percent of annual income for another 12 months.
- At the conclusion of 24 months, the standard threshold amount of 10 percent would be used, unless the family qualifies for relief under the general hardship relief category.
 - When an eligible family's phased-in relief begins at an interim reexamination, the PHA will need to process another transaction one year later to move the family along to the next phase. The transaction can be either an interim reexamination if triggered, or a non-interim reexamination transaction.

Prior to the end of the 24-month period, the family may request a hardship exemption under the second category as described below. If the family is found eligible under the second category, the hardship exemption under the first category ends, and the family's hardship is administered in accordance with the requirements listed below. Once a family requests general relief, the family may no longer receive phased-in relief.

PHAs must track the 24-month phase-period for each eligible family, even if a family's expenses go below the appropriate phase-in percentage, during the first or second 12-month phase-in period. The phase-in must continue for families who move to another public housing unit at the same PHA. When the family is treated as a new admission under a different property/program (e.g., the family moves from public housing to the HCV program), unless the PHA has a written policy to continue the phased-in relief upon admission, the family's expense deduction will be calculated using the 10-percent threshold unless request for general relief is approved by the PHA. When a family moves with continued assistance or ports to a new PHA, the family must continue to receive the phased-in relief. The family must receive the remaining calendar months of the percentage phase-in. The PHA must use the existing phase-in documentation to determine the remaining calendar months and the percentage phase-in.

PHA Policy

The PHA will not continue the phased-in relief for families who move from public housing to HCV. These families will be treated as new admissions and the sum of expenses that exceeds 10 percent of annual income will be used to calculate their adjusted income.

General Relief

The second category is for families that can demonstrate:

- Their health and medical and/or disability assistance expenses increased (other than the transition to the higher threshold); or
- The family's financial hardship is a result of a change in circumstances (as defined in PHA policy) that would not otherwise trigger an interim reexamination.

The family may request a hardship exemption under the second category regardless of whether the family previously received the health and medical and/or disability assistance deductions or are currently or were previously receiving relief under the phased-in relief category above. HUD requires that PHAs develop policies defining what constitutes a hardship for purposes of this exemption.

The PHA must obtain third-party verification of the hardship or must document in the file the reason third-party verification was not available. PHAs must attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

PHA Policy

To qualify for a hardship exemption, a family must submit a request in writing. The request must show that the family's health and medical and/or disability assistance expenses have increased (other than the transition to the higher threshold) and that the family's financial hardship is a result of a change in circumstances. The PHA defines *a change in circumstances* as a decrease in income or increase in other expenses that has resulted in the family's financial hardship but does not, on its own, trigger an interim reexam in accordance with PHA policies.

Examples of circumstances constituting a financial hardship may include the following situations:

The family is awaiting an eligibility determination for a federal, state, or local assistance program, such as a determination for unemployment compensation or disability benefits;

The family's income decreased because of a loss of employment, death of a family member, or due to a natural or federal/state declared disaster; or

Other circumstances as determined by the PHA.

The family must provide third-party verification of the hardship with the request. If third-party verification is not available, the PHA will document the file with the reason and will attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

The PHA must promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from hardship exemptions. The notice must inform the family of when the hardship exemption will begin and expire [24 CFR 5.611(e)(2)].

PHA Policy

The PHA will make a determination of whether the family qualifies within 30 calendar days and will notify the family in writing of the result within 10 business days of the determination.

If the PHA denies the hardship exemption request, the PHA notice will also state that if the family does not agree with the PHA determination, the family may request a hearing.

If the family qualifies for an exemption, the PHA will include the date the hardship exemption will begin and the date it will expire as well as information on how to request a 90-day extension based on family circumstances.

If the family qualifies, the family will receive a deduction for the sum of eligible expenses that exceed five percent of annual income.

The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever is earlier. However, the PHA may, at its discretion, extend the relief for one or more additional 90-day periods while the family's hardship condition continues. PHAs are not limited to a maximum number of 90-day extensions.

PHAs must establish written policies regarding the types of circumstances that will allow a family to qualify for a financial hardship and when such deductions may be eligible for additional 90-day extensions. PHAs must develop policies requiring families to report if the circumstances that made the family eligible for the hardship exemption are no longer applicable.

PHA Policy

The family may request an extension either orally or in writing prior to the end of the hardship exemption period. The PHA will extend relief for an additional 90-days if the family demonstrates to the PHA's satisfaction that the family continues to qualify for the hardship exemption based on circumstances described above. The PHA will require updated verification based on the family's current circumstances. Additional extension(s) may be granted on a case-by-case basis provided the family continues to request extensions prior to the end of each hardship exemption period. Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable. At any time, the PHA may terminate the hardship exemption if the PHA determines that the family no longer qualifies for the exemption.

Child Care Expense Hardship Exemption [24 CFR 5.611(d) and Notice PIH 2023-27]

A family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue receiving the deduction. If the family demonstrates to the PHA's satisfaction that the family is unable to pay their rent because of the loss of the child care expense deduction, and that the child care expense is still necessary even though the family member is not working, looking for work, or seeking to further their education, the PHA must recalculate the family's adjusted income and continue the child care deduction.

The PHA must develop a policy to define what constitutes a hardship, which includes the family's inability to pay rent. The PHA must obtain third-party verification of the hardship or must document in the file the reason third-party verification was not available. PHAs must attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

PHA Policy

For a family to qualify, they must demonstrate that their inability to pay rent would be as a result of the loss of this deduction. The PHA defines this hardship as a potential decrease in income or increase in other expenses that would result from the loss of the child care expense and such loss would impact the family's ability to pay their rent.

Some factors to consider when determining if the family is unable to pay rent may include determining that the rent, utility payment, and applicable expenses (child care expenses or health and medical expenses) are more than 40 percent of the family's adjusted income, or verifying whether the family has experienced unanticipated expenses, such as large medical bills, that have affected their ability to pay their rent.

The family must also demonstrate that the child care expense is still necessary even though the family member is no longer employed or furthering their education. The PHA will consider qualification under this criterion on a case-by case basis (for example, if the family member who was employed has left their job in order to provide uncompensated care to an elderly friend or family member who is severely ill and lives across town).

The family must provide third-party verification of the hardship with the request. If third-party verification is not available, the PHA will document the file with the reason and will attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

The PHA must promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from hardship exemptions.

If the PHA denies the request, the notice must specifically state the reason for the denial. PHAs must provide families 30 days' notice of any increase in rent.

If the PHA approves the request, the notice must inform the family of when the hardship exemption will begin and expire [24 CFR 5.611(e)(2)]. The notice must also state the requirement for the family to report to the PHA if the circumstances that made the family eligible for relief are no longer applicable and that the family's adjusted income and tenant rent will be recalculated upon expiration of the hardship exemption [Notice PIH 2023-27].

PHA Policy

The PHA will make a determination of whether the family qualifies within 30 calendar days and will notify the family in writing of the result within 10 business days of the determination.

If the PHA denies the hardship exemption request, the PHA notice will also state that if the family does not agree with the PHA determination, the family may request an informal grievance hearing.

If the family qualifies for an exemption, the PHA will include all required information listed above as well as information on how to request a 90-day extension based on family circumstances.

If the family qualifies, the hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days.

The PHA may, at its discretion, extend the hardship exemptions for additional 90-day periods based on family circumstances and as stated in PHA policies. PHAs are not limited to a maximum number of 90-day extensions. PHAs must develop policies requiring families to report if the circumstances that made the family eligible for the hardship exemption are no longer applicable.

PHAs must promptly notify families in writing if they are denied either an initial hardship exemption or an additional 90-day extension of the exemption. If the PHA denies the request, the notice must specifically state the reason for the denial.

PHAs must notify the family if the hardship exemption is no longer necessary and the hardship exemption will be terminated because the circumstances that made the family eligible for the exemption are no longer applicable. The notice must state the termination date and provide 30 days' notice of rent increase, if applicable.

PHA Policy

The family may request an extension either orally or in writing prior to the end of the hardship exemption period. The PHA will extend relief for an additional 90-days if the family demonstrates to the PHA's satisfaction that the family continues to qualify for the hardship exemption. The PHA will require updated verification based on the family's current circumstances. Additional extension may be granted on a case-by-case basis provided the family continues to request extensions prior to the end of each hardship exemption period. Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable. At any time, the PHA may terminate the hardship exemption if the PHA determines that the family no longer qualifies for the exemption.

6-III.H. PERMISSIVE DEDUCTIONS [24 CFR 5.611(b)(1)(ii)]

The PHA may adopt additional permissive deductions from annual income if they establish a policy in the administrative plan. Permissive deductions are additional, optional deductions that may be applied to annual income. As with mandatory deductions, permissive deductions must be based on need or family circumstance and deductions must be designed to encourage self-sufficiency or other economic purpose. If the PHA offers permissive deductions, they must be granted to all families that qualify for them and should complement existing income exclusions and deductions [PH Occ GB, p. 128]. Permissive deductions may be used to incentivize or encourage self-sufficiency and economic mobility.

A PHA that adopts such deductions must have sufficient funding to cover the increased housing assistance payment cost of the deductions. A PHA will not be eligible for an increase in HCV renewal funding for subsidy costs resulting from such deductions.

PHA Policy

The PHA has opted not to use permissive deductions.

PART IV: CALCULATING FAMILY SHARE AND PHA SUBSIDY

6-IV.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS

TTP Formula [24 CFR 5.628]

HUD regulations specify the formula for calculating the total tenant payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between \$0 and \$50 that is established by the PHA

The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-IV.B.

The amount that a family pays for rent and utilities (the family share) will never be less than the family's TTP but may be greater than the TTP depending on the rent charged for the unit the family selects.

Welfare Rent [24 CFR 5.628]

PHA Policy

Welfare rent does not apply in this locality.

Minimum Rent [24 CFR 5.630]

PHA Policy

The minimum rent for this locality is \$0.

Family Share [24 CFR 982.305(a)(5)]

If a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds the PHA's applicable payment standard: (1) the family will pay more than the TTP, and (2) at initial occupancy the PHA may not approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly adjusted income. The income used for this determination must have been verified no earlier than 60 days before the family's voucher was issued. (For a discussion of the application of payment standards, see section 6-IV.C.)

PHA Subsidy [24 CFR 982.505(b)]

The PHA will pay a monthly housing assistance payment (HAP) for a family that is equal to the lower of (1) the applicable payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP. (For a discussion of the application of payment standards, see section 6-IV.C.)

Utility Reimbursement [24 CFR 982.514(b); 982.514(c)]

When the PHA subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HUD permits the PHA to pay the reimbursement to the family or directly to the utility provider.

PHA Policy

The PHA will make utility reimbursements to the family.

The PHA may make all utility reimbursement payments to qualifying families on a monthly basis or may make quarterly payments when the monthly reimbursement amount is \$15.00 or less. Reimbursements must be made once per calendar-year quarter and must be prorated if the family leaves the program in advance of its next quarterly reimbursement. The PHA must also adopt hardship policies for families for whom receiving quarterly reimbursement would create a financial hardship.

PHA Policy

The PHA will issue all utility reimbursements monthly.

6-IV.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]

PHA Policy

The financial hardship rules described below do not apply in this jurisdiction because the PHA has established a minimum rent of \$0.

Overview

If the PHA establishes a minimum rent greater than zero, the PHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.

The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If the PHA determines that a hardship exists, the family share is the highest of the remaining components of the family's calculated TTP.

HUD-Defined Financial Hardship

Financial hardship includes the following situations:

- (1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

PHA Policy

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following: (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

- (2) The family would be evicted because it is unable to pay the minimum rent.

PHA Policy

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent to the owner or tenant-paid utilities.

- (3) Family income has decreased because of changed family circumstances, including the loss of employment.

(4) A death has occurred in the family.

PHA Policy

In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).

(5) The family has experienced other circumstances determined by the PHA.

PHA Policy

The PHA has not established any additional hardship criteria.

Implementation of Hardship Exemption

Determination of Hardship

When a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the first of the month following the family's request.

The PHA then determines whether the financial hardship exists and whether the hardship is temporary or long-term.

PHA Policy

The PHA defines temporary hardship as a hardship expected to last 90 days or less. Long-term hardship is defined as a hardship expected to last more than 90 days.

When the minimum rent is suspended, the family share reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.

Example: Impact of Minimum Rent Exemption	
Assume the PHA has established a minimum rent of \$50.	
Family Share – No Hardship	Family Share – With Hardship
\$0 30% of monthly adjusted income	\$0 30% of monthly adjusted income
\$15 10% of monthly gross income	\$15 10% of monthly gross income
N/A Welfare rent	N/A Welfare rent
\$50 Minimum rent	\$50 Minimum rent
Minimum rent applies. TTP = \$50	Hardship exemption granted. TTP = \$15

PHA Policy

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.

The PHA will make the determination of hardship within 30 calendar days.

No Financial Hardship

If the PHA determines there is no financial hardship, the PHA will reinstate the minimum rent and require the family to repay the amounts suspended.

PHA Policy

The PHA will require the family to repay the suspended amount within 30 calendar days of the PHA's notice that a hardship exemption has not been granted.

Temporary Hardship

If the PHA determines that a qualifying financial hardship is temporary, the PHA must suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family's request for a hardship exemption.

At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay the PHA the amounts suspended. HUD requires the PHA to offer a reasonable repayment agreement, on terms and conditions established by the PHA. The PHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

PHA Policy

The PHA will enter into a repayment agreement in accordance with the procedures found in Chapter 16 of this plan.

Long-Term Hardship

If the PHA determines that the financial hardship is long-term, the PHA must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

PHA Policy

The hardship period ends when any of the following circumstances apply:

- (1) At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.
- (2) For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.
- (3) For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

6-IV.C. APPLYING PAYMENT STANDARDS [24 CFR 982.505; 982.503(b)]

Overview

The PHA's schedule of payment standards is used to calculate housing assistance payments for HCV families. This section covers the application of the PHA's payment standards. The establishment and revision of the PHA's payment standard schedule are covered in Chapter 16.

Payment standard is defined as "the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family)" [24 CFR 982.4(b)].

The payment standard for a family is the lower of (1) the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under the PHA's subsidy standards [24 CFR 982.4(b)], or (2) the payment standard for the size of the dwelling unit rented by the family.

If the PHA has established an exception payment standard for a designated part of a zip code area or FMR area and a family's unit is located in the exception area, the PHA must use the appropriate payment standard for the exception area.

The PHA is required to pay a monthly housing assistance payment (HAP) for a family that is the lower of (1) the payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP.

If during the term of the HAP contract for a family's unit, the owner lowers the rent, the PHA will recalculate the HAP using the lower of the initial payment standard or the gross rent for the unit [HCV GB, p. 7-8].

Changes in Payment Standards

When the PHA revises its payment standards during the term of the HAP contract for a family's unit, it will apply the new payment standards in accordance with HUD regulations.

Decreases

If a PHA changes its payment standard schedule, resulting in a lower payment standard amount, during the term of a HAP contract, the PHA is not required to reduce the payment standard used to calculate subsidy for families under HAP contract as long as the HAP contract remains in effect [FR Notice 11/16/16].

However, if the PHA does choose to reduce the payment standard for families currently under HAP contract, the initial reduction to the payment standard may not be applied any earlier than the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard amount. At that point, the PHA may either reduce the payment standard to the current amount in effect on the PHA's payment standard schedule, or may reduce the payment standard to another amount that is higher than the normally applicable amount on the schedule. The PHA may also establish different policies for designated areas within their jurisdiction (e.g., different zip code areas).

In any case, the PHA must provide the family with at least 12 months' notice that the payment standard is being reduced before the effective date of the change. The PHA's policy on decreases in the payment standard during the term of the HAP contract apply to all families under HAP contract at the time of the effective date of the decrease in the payment standard within the designated area.

PHA Policy

If a PHA changes its payment standard schedule resulting in a lower payment standard amount, during the term of a HAP contract, the PHA will not reduce the payment standard used to calculate subsidy for families under HAP contract as long as the HAP contract remains in effect.

The PHA will not establish different policies for decreases in the payment standard for designated areas within their jurisdiction.

Increases

If the payment standard is increased during the term of the HAP contract, the increased payment standard will be used to calculate the monthly housing assistance payment for the family beginning on the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard.

Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until their next annual reexamination [HCV GB, p. 7-8].

Changes in Family Unit Size (Voucher Size)

Irrespective of any increase or decrease in the payment standard, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard for the family beginning at the family's first regular reexamination following the change in family unit size.

Reasonable Accommodation

If a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities, the PHA is allowed to establish a higher payment standard for the family of not more than 120 percent of the published FMR.

6-IV.D. APPLYING UTILITY ALLOWANCES [24 CFR 982.517]

Overview

A PHA-established utility allowance schedule is used in determining family share and PHA subsidy. A family's utility allowance is determined by the size of dwelling unit leased by a family or the voucher unit size for which the family qualifies using PHA subsidy standards, whichever is the lowest of the two. See Chapter 5 for information on the PHA's subsidy standards.

For policies on establishing and updating utility allowances, see Chapter 16.

Reasonable Accommodation and Individual Relief

On request from a family that includes a person with disabilities, the PHA must approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible and usable by the family member with a disability [24 CFR 982.517(e)]. (See Chapter 2 for policies regarding the request and approval of reasonable accommodations.)

Further, the PHA may grant requests for individual relief from charges in excess of the utility allowance on reasonable grounds, such as special factors not within control of the resident, as the PHA deems appropriate. The family must request the higher allowance and provide the PHA an explanation of the need for individual relief and an explanation about the amount of additional allowance required [see HCV GB, p. 18-8].

PHAs should develop criteria for granting individual relief, notify residents about the availability of individual relief, and notify participants about the availability of individual relief programs (sometimes referred to as "Medical Baseline discounts") offered by the local utility company.

PHA Policy

The family must request the higher allowance and provide the PHA with information about the amount of additional allowance required.

The PHA will consider the following criteria as valid reasons for granting individual relief:

The family's consumption was mistakenly portrayed as excessive due to defects in the meter or errors in the meter reading.

The excessive consumption is caused by a characteristic of the unit or owner-supplied equipment that is beyond the family's control, such as a particularly inefficient refrigerator or inadequate insulation. The allowance should be adjusted to reflect the higher consumption needs associated with the unit until the situation is remedied. The resident should be granted individual relief until the allowance is adjusted.

The excessive consumption is due to special needs of the family that are beyond their control, such as the need for specialized equipment in the case of a family member who is ill, elderly, or who has a disability.

In determining the amount of the reasonable accommodation or individual relief, the PHA will allow a reasonable measure of additional usage as necessary. To arrive at the amount of additional utility cost of specific equipment, the family may provide information from the manufacturer of the equipment, or the family or PHA may conduct an internet search for an estimate of usage or additional monthly cost.

Information on reasonable accommodation and individual relief for charges in excess of the utility allowance will be provided to all families at admission as part of the information on payment standards and utility allowances in the briefing packet. The PHA will also provide information on utility relief programs or medical discounts (sometimes referred to as “Medical Baseline discounts”) that may be available through local utility providers.

At its discretion, the PHA may reevaluate the need for the increased utility allowance at any regular reexamination.

If the excessive consumption is caused by a characteristic of the unit or PHA-supplied equipment that is beyond the family’s control, such as a particularly inefficient refrigerator or inadequate insulation, the individual relief to the resident will cease when the situation is remedied.

Utility Allowance Revisions

At reexamination, the PHA must use the current utility allowance schedule [HCV GB, p. 18-8].

PHA Policy

Revised utility allowances will be applied to a family’s rent and subsidy calculations at the first annual reexamination that is effective after the allowance is adopted.

6-IV.E. PRORATED ASSISTANCE FOR MIXED FAMILIES [24 CFR 5.520]

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. The PHA must prorate the assistance provided to a mixed family. The PHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible. For example, if the PHA subsidy for a family is calculated at \$500 and two of four family members are ineligible, the PHA subsidy would be reduced to \$250.

EXHIBIT 6-1: ANNUAL INCOME FULL DEFINITION

24 CFR 5.609

(a) Annual income includes, with respect to the family:

(1) All amounts, not specifically excluded in paragraph (b) of this section, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and

(2) When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

(b) Annual income does not include the following:

(1) Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

(2) The following types of trust distributions:

(i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

(A) Distributions of the principal or corpus of the trust; and

(B) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

(ii) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

(3) Earned income of children under the 18 years of age.

(4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

(5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

(6) Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

(7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

(8) Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

(9)

(i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and

(ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(A) Student financial assistance, for purposes of this paragraph (9)(ii), means a grant or scholarship received from— (

- 1) The Federal government;
- (2) A State, Tribe, or local government;
- (3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);
- (4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- (5) An institution of higher education.

(B) Student financial assistance, for purposes of this paragraph (9)(ii), does not include—

- (1) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section;
- (2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section); (
- 3) Gifts, including gifts from family or friends; or

(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii) of this section.

(C) Student financial assistance, for purposes of this paragraph (b)(9)(ii) must be:

- (1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;
- (2) Expressly to assist a student with the costs of higher education; or
- (3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

(D) Student financial assistance, for purposes of this paragraph (b)(9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (b)(9)(ii).

(E) When the student is also receiving assistance excluded under paragraph (b)(9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows:

(1) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).

(2) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

(i) the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or

(ii) the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.

(10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.

(11) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

(12)

(i) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(ii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iii) Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph (b)(9)(i) of this section.

(13) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

(14) Earned income of dependent fulltime students in excess of the amount of the deduction for a dependent in § 5.611.

(15) Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

(16) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(17) Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

(18) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

(19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

(20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

(21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

(22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

(23) Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.

(24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

(i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

(ii) Direct Federal or State payments intended for economic stimulus or recovery.

(iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

(iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.

(v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).

(vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

(vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

(25) Civil rights settlements or judgments, including settlements or judgments for back pay.

(26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such

accounts shall be income at the time they are received by the family.

(27) Income earned on amounts placed in a family's Family Self Sufficiency Account.

(28) Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

(i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and

(ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

EXHIBIT 6-2: TREATMENT OF FAMILY ASSETS

24 CFR 5.603(b) Net Family Assets

(1) Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

(2) In determining net family assets, PHAs or owners, as applicable, must include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

(3) Excluded from the calculation of net family assets are: (i) The value of necessary items of personal property; (ii) The combined value of all nonnecessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers); (iii) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement

arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; (iv) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located; (v) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability; (vi) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any “baby bond” account created, authorized, or funded by Federal, State, or local government. (vii) Interests in Indian trust land; (viii) Equity in a manufactured home where the family receives assistance under 24 CFR part 982; (ix) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982; (x) Family Self-Sufficiency Accounts; and (xi) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

(4) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

EXHIBIT 6-3: THE EFFECT OF WELFARE BENEFIT REDUCTION

24 CFR 5.615

Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.

(a) Applicability. This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).

(b) Definitions. The following definitions apply for purposes of this section:

Covered families. Families who receive welfare assistance or other public assistance benefits (“welfare benefits”) from a State or other public agency (“welfare agency”) under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Economic self-sufficiency program. See definition at Sec. 5.603.

Imputed welfare income. The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Specified welfare benefit reduction.

(1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

(2) “Specified welfare benefit reduction” does not include a reduction or termination of welfare benefits by the welfare agency:

(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;

(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

(iii) because a family member has not complied with other welfare agency requirements.

(c) Imputed welfare income.

(1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.

(2) At the request of the PHA, the welfare agency will inform the PHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the PHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The PHA will use this information to determine the amount of imputed welfare income for a family.

(3) A family's annual income includes imputed welfare income in family annual income, as determined at the PHA's interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the PHA by the welfare agency).

(4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed

(5) The PHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

(d) Review of PHA decision.

(1) Public housing. If a public housing tenant claims that the PHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the tenant written notice of such denial, with a brief explanation of the basis for the PHA determination of the amount of imputed welfare income. The PHA notice shall also state that if the tenant does not agree with the PHA determination, the tenant may request a grievance hearing in accordance with part 966, subpart B of this title to review the PHA determination. The tenant is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing on the PHA determination.

(2) Section 8 participant. A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review the PHA determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the family written notice of such denial, with a brief explanation of the

basis for the PHA determination of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with the PHA determination, the family may request an informal hearing on the determination under the PHA hearing procedure.

(e) PHA relation with welfare agency.

(1) The PHA must ask welfare agencies to inform the PHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the PHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

(2) The PHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the PHA. However, the PHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

(3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The PHA shall be entitled to rely on the welfare agency notice to the PHA of the welfare agency's determination of a specified welfare benefits reduction.

Chapter 7

VERIFICATION

[24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230, Notice PIH 2023-27]

INTRODUCTION

The PHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family.

The PHA must follow the verification guidance provided by HUD in Notice PIH 2023-27 and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary PHA policies.

Part I describes the general verification process. Part II provides more detailed requirements related to family information. Part III provides information on income and assets, and Part IV covers mandatory deductions.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the PHA.

PART I: GENERAL VERIFICATION REQUIREMENTS

7-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 982.516; 982.551; CFR 5.230; and Notice PIH 2023-27]

Consent Forms

The family must supply any information that the PHA or HUD determines is necessary to the administration of the program and must consent to PHA verification of that information [24 CFR 982.551]. All adult family members must sign consent forms as needed to collect information relevant to the family's eligibility and level of assistance. While PHAs must use form HUD-9886, this form does not release all the information necessary to the administration of the program. The PHA must also develop its own release forms to cover all other necessary information.

Form HUD-9886 [24 CFR 5.230(b)(1), b(2), (c)(4), and (c)(5); and Notice PIH 2023-27]

All adult applicants and participants sign form HUD-9886, Authorization for Release of Information. All adult family members (and the head and spouse/cohead, regardless of age) are required to sign the Form HUD-9886 at admission. Participants, prior to January 1, 2024, signed and submitted Form HUD-9886 at each annual reexamination. HOTMA eliminated this requirement and instead required that the Form HUD-9886 be signed only once. On or after January 1, 2024 (regardless of the PHA's HOTMA compliance date), current program participants must sign and submit a new Form HUD-9886 at their next interim or annual reexamination. This form will only be signed once. Another Form HUD-9886 will not be submitted to the PHA except under the following circumstances:

- When any person 18 years or older becomes a member of the family;
- When a current member of the family turns 18; or
- As required by HUD or the PHA in administrative instructions.

The PHA has the discretion to establish policies around when family members must sign consent forms when they turn 18. PHAs must establish these policies stating when family members will be required to sign consent forms at intervals other than at reexamination.

PHA Policy

Family members turning 18 years of age between annual recertifications will be notified in writing that they are required to sign the required Consent to the Release of Information Form HUD-9886 at the family's next annual or interim reexamination, whichever is earlier.

The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the PHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA).

The PHA may obtain any financial record from any financial institution, as the terms financial record and financial institution are defined in the Right to Financial Privacy Act (12 U.S.C. 3401), whenever the PHA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits [24 CFR 5.230(c)(4)].

The executed form will remain effective until the family is denied assistance, assistance is terminated, or the family provides written notification to the PHA to revoke consent.

Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, the PHA must deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with PHA procedures.

However, this does not apply if the applicant, participant, or any member of their family, revokes their consent with respect to the ability of the PHA to access financial records from financial institutions, unless the PHA establishes a policy that revocation of consent to access financial records will result in denial or termination of assistance or admission [24 CFR 5.232(c)]. PHAs may not process interim or annual reexaminations of income without the family's executed consent forms.

PHA Policy

The PHA has established a policy that revocation of consent to access financial records will result in denial of admission or termination of assistance in accordance with PHA policy.

In order for a family to revoke their consent, the family must provide written notice to the PHA.

Within 10 business days of the date the family provides written notice, the PHA will send the family a notice acknowledging receipt of the request and explaining that revocation of consent will result in denial or termination of assistance, as applicable. At the same time, the PHA will notify their local HUD office.

7-I.B. USE OF OTHER PROGRAMS' INCOME DETERMINATIONS [24 CFR 5.609(c)(3) and Notice PIH 2023-27]

PHAs may, but are not required to, determine a family's annual income, including income from assets, prior to the application of any deductions, based on income determinations made within the previous 12-month period, using income determinations from means-tested federal public assistance programs. PHAs are not required to accept or use determinations of income from other federal means-tested forms of assistance. If the PHA adopts a policy to accept this type of verification, the PHA must establish in policy when they will accept Safe Harbor income determinations and from which programs. PHAs must also create policies that outline the course of action when families present multiple verifications from the same or different acceptable Safe Harbor programs.

Means-tested federal public assistance programs include:

- Temporary Assistance for Needy Families (TANF) (42 U.S.C. 601, et seq.);
- Medicaid (42 U.S.C. 1396 et seq.);
- Supplemental Nutrition Assistance Program (SNAP) (42 U.S.C. 2011 et seq.);
- Earned Income Tax Credit (EITC) (26 U.S.C. 32);
- Low-Income Housing Credit (LIHTC) program (26 U.S.C. 42);
- Special Supplemental Nutrition Program for Woman, Infants, and Children (WIC) (42 U.S.C. 1786);
- Supplemental Security Income (SSI) (42 U.S.C. 1381 et seq.);
- Other programs administered by the HUD Secretary;
- Other means-tested forms of federal public assistance for which HUD has established a memorandum of understanding; and
- Other federal benefit determinations made in other forms of means-tested federal public assistance that the Secretary determines to have comparable reliability and announces through the *Federal Register*.

If the PHA elects to use the annual income determination from one of the above-listed forms of means-tested federal public assistance, then they must obtain the income information by means of a third-party verification. The third-party verification must state the family size, must be for the entire family, and must state the amount of the family's annual income. The annual income need not be broken down by family member or income type. Annual income includes income earned from assets, therefore when using Safe Harbor to verify a family's income, PHAs will neither further inquire about a family's net family assets, nor about the income earned from those assets, except with respect to whether or not the family owns assets that exceed the asset limitation in 24 CFR 5.618. The Safe Harbor documentation will be considered acceptable if any of the following dates fall into the 12-month period prior to the receipt of the documentation by the PHA:

- Income determination effective date;
- Program administrator's signature date;
- Family's signature date;
- Report effective date; or
- Other report-specific dates that verify the income determination date.

The only information that PHAs are permitted to use to determine income under this method is the total income determination made by the federal means-tested program administrator. Other federal programs may provide additional information about income inclusions and exclusions in their award letters; however, these determinations and any other information must not be considered by the PHA. PHAs are not permitted to mix and match Safe Harbor income determinations and other income verifications.

If the PHA is unable to obtain Safe Harbor documentation or if the family disputes the other program's income determination, the PHA must calculate the family's annual income using traditional methods as outlined in Notice PIH 2023-27 and this chapter.

If the PHA uses a Safe Harbor determination to determine the family's income, the family is obligated to report changes in income that meet the PHA's reporting requirement and occur after the effective date of the transaction.

The amounts of unreimbursed reasonable attendant care expenses and child-care expenses deducted from a family's annual income, except for when a family is approved for a child-care expense hardship exemption, must still be capped by the amount earned by any family member who is enabled to work as a result of the expense. PHAs are therefore required to obtain third-party verification of the applicable employment income and cap the respective expense deductions accordingly.

PHA Policy

When available and applicable, the PHA will accept other programs' Safe Harbor determinations of income at annual reexamination to determine the family's total annual income. The PHA will still require third-party verification of all deductions such as the health and medical care expense or child care expense deductions. Further, if the family is eligible for and claims the disability assistance expense or child care expense deductions, where applicable, the PHA will obtain third-party verification of the amount of employment income of the individual(s) enabled to work in order to cap the respective expenses as required.

Prior to using any Safe Harbor determination from another program, the PHA will ask the family if they agree with the income amounts listed. If the family disputes the income amounts on the Safe Harbor determination, the PHA will obtain third-party verification of all sources of income and assets (as applicable).

The PHA will not accept other programs' determinations of income for any new admission or interim reexamination.

With the exception of income determinations made under the Low-Income Housing Tax Credit (LIHTC) program, the PHA will accept Safe Harbor determinations from any of the programs listed above.

In order to be acceptable, the income determination must:

- Be dated within 12 months of the dates listed above;

- State the family size

- Be for the entire family (i.e., the family members listed in the documentation must match the family's composition in the assisted unit, except for household members); and

- Must state the amount of the family's annual income.

The determination need not list each source of income individually. If the PHA does not receive any acceptable income determination documentation or is unable to obtain documentation, then the PHA will revert to third-party verification of income for the family.

When families present multiple verifications from the same or different acceptable Safe Harbor programs, the PHA will use the most recent income determination, unless the family presents acceptable evidence that the PHA should consider an alternative verification from a different Safe Harbor source.

When the PHA uses a Safe Harbor income determination from another program, and the family's income subsequently changes, the family is required to report the change to the PHA. Depending on when the change occurred, the change may or may not impact the PHA's calculation of the family's total annual income. Changes that occur between the time the PHA receives the Safe Harbor documentation and the effective date of the family's annual reexam will not be considered. If the family has a change in income that occurs after the annual reexam effective date, the PHA will conduct an interim reexam if the change meets the requirements for performing an interim reexamination as outlined in Chapter 11. In this case, the PHA will use third-party verification to verify the change.

**7-I.C. STREAMLINED INCOME DETERMINATIONS [24 CFR 960.257(c);
Notice PIH 2023-27]**

HUD permits PHAs to streamline the income determination process for family members with fixed sources of income. While third-party verification of all income sources must be obtained during the intake process and every three years thereafter, in the intervening years, the PHA may determine income from fixed sources by applying a verified cost of living adjustment (COLA) or other inflationary adjustment factor. Streamlining policies are optional. The PHA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, the PHA must perform third-party verification of all income sources.

Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.

Two streamlining options are available, depending upon the percentage of the family's income that is received from fixed sources.

When 90 percent or more of a family's unadjusted income is from fixed sources, the PHA may apply the inflationary adjustment factor to the family's fixed-income sources, provided that the family certifies both that 90 percent or more of their unadjusted income is fixed and that their sources of fixed income have not changed from the previous year. Sources of non-fixed income are not required to be adjusted and must not be adjusted by a COLA, but PHAs may choose to adjust sources of non-fixed income based on third-party verification. PHAs have the discretion to either adjust the non-fixed income or carry over the calculation of non-fixed income from the first year to years two and three.

When less than 90 percent of a family's unadjusted income consists of fixed income, PHAs may apply a COLA to each of the family's sources of fixed income. PHAs must determine all other income using standard verification requirements as outlined in Notice PIH 2023-27.

PHA Policy

The PHA chooses not to streamline the annual reexamination process for fixed-income sources. The PHA will obtain third-party verification, where applicable, of all sources of income annually in accordance with PHA policies in the chapter and HUD regulations.

In the following circumstances, regardless of the percentage of income received from fixed sources, the PHA will obtain third-party verification as outlined in Notice PIH 2023-27 and Chapter 7 of this policy:

- Of all assets when net family assets exceed \$50,000;
- Of all deductions and allowances from annual income;
- If a family member with a fixed source of income is added;
- If verification of the COLA or rate of interest is not available;
- During the intake process and at least once every three years thereafter.

7-I.D. VERIFICATION HIERARCHY [Notice PIH 2023-27]

When the PHA does not use a streamlined determination of income or an income determination from a means-tested federal assistance program, HUD requires the PHA to obtain third-party verification of:

- Reported family annual income;
- The value of net family assets when the net value exceeds \$50,000 (as adjusted annually);
- Expenses related to deductions from annual income; and
- Other factors that affect the determination of adjusted income.

HUD mandates the use of the EIV system and offers administrative guidance on the use of other methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires the PHA to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

In order of priority, the forms of verification that the PHA will use are:

HUD developed a hierarchy that described verification documentation from most acceptable to least acceptable. The PHA must demonstrate efforts to obtain third party verification prior to accepting self-certification except instances when self-certification is explicitly allowed.

In order of priority, the hierarchy is:

- Highest: Level 6: Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
- Highest: Level 5: Up-front Income Verification (UIV) using a non-EIV system
- High: Level 4:
 - Written third-party verification from the source, also known as "family-provided verification"
 - Or EIV plus self-certification
- Medium: Level 3: Written third-party verification form
- Medium: Level 2: Oral third-party verification
- Low: Level 1: Self-certification (not third-party verification)

Each of the verification methods is discussed in subsequent sections below.

File Documentation

The PHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the PHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

7-I.E. LEVEL 5 AND 6 VERIFICATION: UP-FRONT INCOME VERIFICATION (UIV)

Up-front income verification (UIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits for a number of individuals. PHAs may use UIV sources before or during a family reexamination.

UIV will be used to the extent that these systems are available to the PHA.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until the PHA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the PHA.

Upfront Income Verification Using HUD's Enterprise Income Verification (EIV) System (Mandatory)

PHAs must use HUD's EIV system in its entirety as a third-party source to verify tenant employment and income information during annual and streamlined reexaminations of family composition and income in accordance with 24 CFR 5.236 and Notice PIH 2023-27.

HUD's EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for participant families.

The income validation tool (IVT) in EIV provides projections of discrepant income for wages, unemployment compensation, and SSA benefits pursuant to HUD's data sharing agreements with other departments.

The following policies apply to the use of HUD's EIV system.

EIV Income and IVT Reports

PHAs are required to obtain an EIV Income and IVT report for each family any time the PHA conducts an annual reexamination. However, PHAs are not required to use the EIV Income and IVT reports:

- At annual reexamination if the PHA used Safe Harbor verification from another means-test federal assistance program to determine the family's income; or
- During any interim reexaminations.

The EIV Income and IVT Reports are also not available for program applicants at admission.

When required to use the EIV Income Report, in order for the report to be considered current, the PHA must pull the report within 120 days of the effective date of the annual reexamination.

The EIV Income Report may be used to verify and calculate income at annual reexamination if the family self-certifies that the amount is accurate and representative of current income. The family must be provided with the information in EIV.

PHA Policy

Except for when Safe Harbor verification from another means-tested federal assistance program is used to determine the family's annual income, the PHA will obtain EIV income and IVT reports for all annual reexaminations for all families on a monthly basis. The PHA will ensure that all EIV Income Reports are pulled within 120 days of the effective date of the annual reexamination.

Income and IVT reports will only be used for interim reexaminations as necessary. For example, EIV may be used to verify that families claiming zero income are not receiving income from any sources listed in EIV.

Income and IVT reports will be retained in participant files with the applicable annual documents or interim reexamination documents (if applicable) for the duration of the family's participation.

When the PHA determines through EIV reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity.

New Hires Report [Notice PIH 2023-27]

The New Hires Report identifies participant families who have new employment within the last six months. The report is updated monthly.

PHAs must review this information at annual reexamination except when the PHA uses Safe Harbor verification from another means-tested federal assistance program to determine the family's income.

PHAs that do not require families to undergo interim reexaminations for earned income increases after an interim decrease are not required to review this report between a family's annual reexamination. If the PHA requires an interim for increases in earned income after an interim decrease, then the PHA must review the report quarterly after the family's interim decrease.

PHA Policy

In accordance with PHA policies in Chapter 11, the PHA does not process interim reexaminations for families who have increases in earned income. Except for instances in which the PHA uses Safe Harbor income determinations to determine a family's annual income, the PHA will only review the New Hires Report at annual reexamination.

No Income Reported by HHS or SSA Report

This report is a tool for PHAs to identify participants who passed the SSA identity test, but no income information was reported by either HHS or SSA records. This scenario does not mean that the participant does not have any income. PHAs obtain written, third-party verification of any income reported by the participant. The PHA must identify in its policies and procedures when this report will be pulled [Notice PIH 2023-27].

PHA Policy

The PHA will generate the No Income Reported by HHS or SSA Report quarterly and will retain the report.

The PHA will re-verify the status of participants identified on the report quarterly. Based on the information provided by the family and in EIV, the PHA may require that family members provide verifications or sign release forms in order to obtain additional verification.

When the PHA determines through this report and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity

EIV Identity Verification Report

The EIV system verifies tenant identities against SSA records. These records are compared to HUD data for a match on social security number, name, and date of birth.

PHAs are required to use EIV's *Identity Verification Report* on a monthly basis to improve the availability of income information in EIV [Notice PIH 2023-27].

When identity verification for a participant fails, a message will be displayed within the EIV system and no income information will be displayed.

PHA Policy

The PHA will identify participants whose identity verification has failed by reviewing EIV's *Identity Verification Report* on a monthly basis.

The PHA will attempt to resolve discrepancies by obtaining appropriate documentation from the participant. When the PHA determines that discrepancies exist as a result of PHA errors such as spelling errors or incorrect birth dates, it will correct the errors promptly.

Deceased Tenants Reports [Notice PIH 2012-4 and Notice PIH 2023-27]

The Deceased Tenant Report identifies residents that have been reported by the SSA as deceased. The PHA is required to review the report at least quarterly.

PHA Policy

The PHA will review the Deceased Tenants Report on a monthly basis.

When the Deceased Tenants Report identifies an individual as being deceased, PHAs must immediately send a letter to the head of household or emergency contact person (if the head of household is deceased and there is no other adult household member) to confirm the death of the listed household member. The PHA must notify the owner in writing of the deceased head of household.

PHAs may list the EOP as the last day of the month in which the death occurred. The landlord is entitled to receive the full HAP amount for the month in which the tenant death occurred.

PHA Policy

The PHA will list the EOP as the last day of the month in which the death occurred. The landlord is entitled to receive the full HAP amount for the month in which the tenant death occurred.

When the only remaining household member is the live-in aide, the live-in aide is not entitled or eligible for any rental assistance or continued occupancy. The PHA may not designate the live-in aide as the new head of household or change the relation code on the Form HUD-50058.

Other EIV Reports [Notice PIH 2023-27]

The PHA is required to review the Multiple Subsidy Report at least quarterly and the Failed EIV Pre-Screening and Failed Verification (Failed SSA Identity Test) reports at least monthly.

Upfront Income Verification Using Non-HUD Systems

In addition to mandatory use of the EIV system, HUD encourages PHAs to utilize other upfront verification sources.

PHA Policy

The PHA will inform all applicants and participants of its use of the following UIV resources:

HUD's EIV and IVT System

7-I.F. LEVEL 4 VERIFICATION [Notice PIH 2023-27]

HUD identifies two types of Level 4 verification: written-third party verification from the source and EIV + self-certification.

EIV +_Self-Certification

EIV may be used as written third-party verification and may be used to calculate income if the family agrees with the information in EIV and self-certifies that the amount is accurate and representative of current income. This practice is known as *EIV + self-certification*. When calculating income using this method, the PHA may use its discretion to determine which method of calculation is reasonable: the last four quarters combined or an average of any number of quarters. The family must be provided with the information from EIV.

PHA Policy

At annual reexamination, if the PHA is unable to use a determination of income from a means-tested federal assistance program and if there are no reported changes to an income source, the PHA will use EIV + self-certification as verification of employment income, provided the family agrees with the amounts listed in EIV.

The PHA will use an average of the last two quarters of income listed in EIV to determine income from employment. The PHA will provide the family with the information in EIV. The family will be required to sign a self-certification stating that the amount listed in EIV is accurate and representative of current income. If the family disagrees with the amount in EIV, the amount is not reflective of current income, or if less than two quarters are available in EIV, the PHA will use written third-party verification from the source as outlined below.

The PHA will not use this method of verification at new admission since EIV is not available for applicant families or at interim reexamination since the income information in EIV is not current.

Written Third-Party Verification from the Source

Written, third-party verification from the source is also known as “tenant-provided verification.” In order to qualify as written-third party verification from the source, the documents must be original or authentic and (generally) dated within 120 days of the date received by the PHA. For fixed-income sources, a statement dated within the appropriate benefit year is acceptable documentation. Documents may be supplied by the family or received from a third-party source.

Examples of acceptable tenant-provided documents include, but are not limited to pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Income tax returns with corresponding official tax forms and schedules attached and including third-party receipt of transmission for income tax return filed (i.e., tax preparer’s transmittal receipt, summary of transmittal from online source, etc.) are an acceptable form of written, third-party verification.

The PHA is required to obtain, at minimum, two current and consecutive pay stubs when calculating income using third-party verification from the source. For new income sources or when two pay stubs are not available, the PHA should determine income based on the information from a traditional written, third-party verification form or the best available information.

When the family disputes EIV-reported employment income, the PHA uses written third-party verification.

When verification of assets is required, PHAs are required to obtain a minimum of one statement that reflects the current balance of banking/financial accounts.

PHA Policy

In general, the PHA will use third-party verification from the source in the following circumstances:

- At annual reexamination when EIV + self-certification is not used;

- For all new admissions; and

- For all interim reexaminations.

The PHA will not use this method if the PHA is able to use an income determination from a means-tested federal assistance program or if the PHA uses EIV + self-certification as outlined above.

In general, third-party documents provided by the family or the source must be dated within 120 days of the date received by the PHA. However, for fixed-income sources, a statement dated within the appropriate benefit year is acceptable documentation.

The PHA may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible. If the PHA determines that third-party documents provided by the family are not acceptable, the PHA will explain the reason to the family and request additional documentation from the family or will use a lower form of verification such as a written third-party verification form.

When verification of assets held by a banking or financial institution is required, the PHA will obtain one statement that reflects the current balance of the account.

When pay stubs are used, the PHA will require the family to provide the two most current, consecutive pay stubs. At the PHA's discretion, if additional paystubs are needed due to the family's circumstances (e.g., sporadic income, fluctuating schedule, etc.), the PHA may request additional paystubs or a payroll record.

7-I.G. LEVEL 3 VERIFICATION: WRITTEN, THIRD-PARTY FORM [Notice PIH 2023 -27]

This type of verification is a form developed by the PHA and used uniformly for all families when needed to collect information from a third-party source. This is known as “traditional third-party verification.” PHAs send a PHA-developed form directly to the third-party source by mail, fax, or email and the source completes the form by hand (in writing or typeset).

The PHA may use this method when higher forms are unavailable or are rejected by the PHA or when the family is unable to provide acceptable verification. The PHA may skip this level of verification and may instead substitute oral third-party verification before moving to self-certification.

PHA Policy

Typically, the PHA will attempt to send written third-party verification forms to the verification source whenever higher forms of verification are unavailable.

However, on a case-by-case basis, the PHA may choose to obtain oral third-party verification without first attempting, and in lieu of, a written-third party verification form.

7.I.H. LEVEL 2: ORAL THIRD-PARTY VERIFICATION [Notice PIH 2023-27]

For third-party oral verification, PHAs contact sources, identified by UIV techniques or by the family, by telephone or in person.

Third-party oral verification may be used when requests for written third-party verification forms have not been returned within a reasonable time—e.g., 10 business days.

PHAs must document in the file the date and time of the telephone call or visit, the name of the person contacted, the telephone number, as well as the information confirmed.

The PHA may skip this level of verification if they attempted written third-party verification via a form and the source did not respond and move directly to self-certification.

PHA Policy

In general, the PHA will attempt to obtain written third-party verification via a form from the verification source. If written third-party verification forms are not returned within 10 business days, the PHA will accept self-certification from the family without attempting to obtain oral third-party verification.

However, if the PHA chooses to obtain oral third-party verification, the PHA will document in the file the date and time of the telephone call or visit, the name of the person contacted and the telephone number, as well as the information confirmed.

When Third-Party Verification is Not Required [Notice PIH 2023-27]

Third-party verification may not be available in all situations. HUD has acknowledged that it may not be cost-effective or reasonable to obtain third-party verification of income, assets, or expenses when these items would have a minimal impact on the family's total tenant payment.

PHA Policy

If the family cannot provide original documents, the PHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [VG, p. 18].

Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

7-I.I. LEVEL 1: NON-THIRD-PARTY VERIFICATION TECHNIQUE: SELF-CERTIFICATION [Notice PIH 2023-27]

Non-third-party verification consists of a signed statement of reported income and/or expenses. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other required verification techniques.

Self-certification, however, is an acceptable form of verification when:

- A source of income is fully excluded
- Net family assets total \$50,000 or less and the PHA has adopted a policy to accept self certification
- The family declares that they do not have any present ownership in any real property
- A family states that they have non-recurring income that will not be repeated in the coming year; and/or
- The PHA has adopted a policy to implement streamlined annual recertifications for fixed sources of income (See Chapter 11)

When the PHA was required to obtain third-party verification but instead relies self-certification, the family's file must be documented to explain why third-party verification was not available.

HUD does not require that a self-certification be notarized; however, HUD recommends including language on any self-certification to ensure the certifier understands the consequences of knowingly providing false information.

PHA Policy

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the PHA.

The PHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified.

All self-certifications will include the following language:

"I/We, the undersigned, certify under penalty of perjury that the information provided here is true and correct, to the best of my knowledge and recollection. WARNING: Anyone who knowingly submits a false claim or knowingly makes a false statement is subject to criminal and/or civil penalties, including confinement for up to five years, fines, and civil and administrative penalties (18 U.S.C. 287, 1001, 1010, 1012; 31 U.S.C. 3279, 3802)."

PART II: VERIFYING FAMILY INFORMATION

7-II.A. VERIFICATION OF LEGAL IDENTITY

PHA Policy

The PHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers Church issued baptismal certificate Current, valid driver's license or Department of Motor Vehicles identification card U.S. military discharge (DD 214) Current U.S. passport Current government employer identification card with picture	Certificate of birth Adoption papers Custody agreement Health and Human Services ID Certified school records

If a document submitted by a family is illegible for any reason or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at the PHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified.

Legal identity will be verified for all applicants at the time of eligibility determination and in cases where the PHA has reason to doubt the identity of a person representing themselves to be a participant.

7-II.B. SOCIAL SECURITY NUMBERS [24 CFR 5.216, Notice PIH 2023-27]

The family must provide documentation of a valid Social Security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include existing program participants who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

Note that an individual who previously declared to have eligible immigration status may not change their declaration for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance with these requirements. Nor may the head of household opt to remove a household member from the family composition for this purpose.

The PHA must accept the following documentation as acceptable evidence of the social security number:

- An original SSN card issued by the Social Security Administration (SSA)
- An original SSA-issued document, which contains the name and SSN of the individual
- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

While PHAs must attempt to gather third-party verification of SSNs prior to admission as listed above, PHAs also have the option of accepting a self-certification and a third-party document (such as a bank statement, utility or cell phone bill, or benefit letter) with the applicant's name printed on it to satisfy the SSN disclosure requirement if the PHA has exhausted all other attempts to obtain the required documentation. If verifying an individual's SSN using this method, the PHA must document why the other SSN documentation was not available.

If the tenant's SSN becomes verified in EIV, then no further verification is required. If the tenant's SSN fails the SSA identity match, then the PHA must obtain a valid SSN card issued by the SSA or an original document issued by a federal or state government agency that contains the name of the individual and the SSN of the individual, along with other identifying information of the individual. The tenant's assistance must be terminated if they fail to provide the required documentation.

PHA Policy

The PHA will verify an individual's SSN in the situations described above using the method described above as a last resort when no other forms of verification of the individual's SSN are available.

The PHA may only reject documentation of an SSN provided by an applicant or participant if the document is not an original document or if the original document has been altered, mutilated, is illegible, or appears to be forged.

PHA Policy

The PHA will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the PHA within 90 days.

In the case of Moderate Rehabilitation Single Room Occupancy (SRO) individuals, the required documentation must be provided within 90 calendar days from the date of admission into the program. The PHA must grant one additional 90-day extension if it determines that the applicant's failure to comply was due to circumstances that were beyond the applicant's control and could not have been reasonably foreseen.

PHA Policy

The PHA will grant one additional 90-day extension if needed for reasons beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency. If the individual fails to comply with SSN disclosure and documentation requirements upon expiration of the provided time period, the PHA will terminate the individual's assistance.

If an applicant family includes a child under 6 years of age who joined the household within the 6 months prior to the date of voucher issuance, an otherwise eligible family may be admitted to the program and the family must provide documentation of the child's SSN within 90 days of the effective date of the initial HAP contract. A 90-day extension will be granted if the PHA determines that the participant's failure to comply was due to unforeseen circumstances and was outside of the participant's control.

PHA Policy

The PHA will grant one additional 90-day extension if needed for reasons beyond the applicant's control, such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

When a participant requests to add a new household member who is at least 6 years of age, or who is under the age of 6 and has an SSN, the participant must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in addition to the documentation required to verify it. The PHA may not add the new household member until such documentation is provided.

When a participant requests to add a new household member who is under the age of 6 and has not been assigned an SSN, the participant must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension will be granted if the PHA determines that the participant's failure to comply was due to unforeseen circumstances and was outside of the participant's control. During the period the PHA is awaiting documentation of the SSN, the child will be counted as part of the assisted household.

PHA Policy

The PHA will grant one additional 90-day extension if needed for reasons beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

Social security numbers must be verified only once during continuously assisted occupancy.

PHA Policy

The PHA will verify each disclosed SSN by:

Obtaining documentation from applicants and participants that is acceptable as evidence of social security numbers

Making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

Once the individual's verification status is classified as "verified," the PHA may, at its discretion, remove and destroy copies of documentation accepted as evidence of social security numbers. The retention of the EIV Summary Report or Income Report is adequate documentation of an individual's SSN.

PHA Policy

Once an individual's status is classified as "verified" in HUD's EIV system, the PHA will not remove and destroy copies of documentation accepted as evidence of social security numbers.

7-II.C. DOCUMENTATION OF AGE

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

PHA Policy

If an official record of birth or evidence of social security retirement benefits cannot be provided, the PHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously assisted occupancy.

7-II.D. FAMILY RELATIONSHIPS

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

PHA Policy

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

Marriage

PHA Policy

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a marital relationship, the PHA will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, using the same last name, filing joint income tax returns).

Separation or Divorce

PHA Policy

Certification by the head of household is normally sufficient verification. If the PHA has reasonable doubts about a separation or divorce, the PHA will require the family to provide documentation of the divorce or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

Absence of Adult Member

PHA Policy

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill), if the PHA so requests.

Foster Children and Foster Adults

PHA Policy

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

7-II.E. VERIFICATION OF STUDENT STATUS

General Requirements

PHA Policy

The PHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

The family reports full-time student status for an adult other than the head, spouse, or cohead.

The family reports child care expenses to enable a family member to further their education.

The family includes a student enrolled in an *institution of higher education*.

Restrictions on Assistance to Students Enrolled in Institutions of Higher Education

This section applies only to students who are seeking assistance on their own, separately from their parents. It does not apply to students residing with parents who are seeking or receiving HCV assistance.

PHA Policy

In accordance with the verification hierarchy described in section 7-1.B, the PHA will determine whether the student is exempt from the restrictions in 24 CFR 5.612 by verifying any one of the following exemption criteria:

The student is enrolled at an educational institution that does not meet the definition of *institution of higher education* in the Higher Education Act of 1965 (see section Exhibit 3-2).

The student is at least 24 years old.

The student is a veteran, as defined in section 3-II.E.

The student is married.

The student has at least one dependent child, as defined in section 3-II.E.

The student is a person with disabilities, as defined in section 3-II.E, and was receiving assistance prior to November 30, 2005.

If the PHA cannot verify at least one of these exemption criteria, the PHA will conclude that the student is subject to the restrictions on assistance at 24 CFR 5.612. In addition to verifying the student's income eligibility, the PHA will then proceed to verify either the student's parents' income eligibility (see section 7-III.J) or the student's independence from their parents (see below).

Independent Student

PHA Policy

The PHA will verify a student's independence from their parents to determine that the student's parents' income is not relevant for determining the student's eligibility by doing all of the following:

Either reviewing and verifying previous address information to determine whether the student has established a household separate from their parents for at least one year, or reviewing and verifying documentation relevant to determining whether the student meets the U.S. Department of Education's definition of *independent student* (see section 3-II.E)

Reviewing the student's prior year income tax returns to verify the student is independent or verifying the student meets the U.S. Department of Education's definition of *independent student* (see section 3-II.E)

Requesting and obtaining written certification directly from the student's parents identifying the amount of support they will be providing to the student, even if the amount of support is \$0, except in cases in which the PHA determines that the student is a *vulnerable youth* (see section 3-II.E)

7-II.F. DOCUMENTATION OF DISABILITY

The PHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income. The PHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA will not place this information in the tenant file. Under no circumstances will the PHA request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at <http://www.hhs.gov/ocr/privacy/>.

The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities [VG, p. 24]:

Inquiry into an applicant's ability to meet the requirements of ownership or tenancy

Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability

Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability

Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance

Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

Family Members Receiving SSA Disability Benefits

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions [VG, p. 23].

PHA Policy

For family members claiming disability who receive disability benefits from the SSA, the PHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system. If documentation from HUD's EIV System is not available, the PHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status. If the family is unable to provide the document(s), the PHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter they will be required to provide it to the PHA.

Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient verification that the individual meets HUD's definition of disability in 24 CFR 5.403.

PHA Policy

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

7-II.G. CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS [24 CFR 5.508]

Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in the Eligibility chapter. This verifications chapter discusses HUD and PHA verification requirements related to citizenship status.

The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy. [24 CFR 5.508(g)(5)]

U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors.

The PHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

PHA Policy

Family members who claim U.S. citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

Eligible Immigrants

Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals.

The documentation required for eligible noncitizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-1 at the end of this chapter summarizes documents family members must provide.

PHA Verification [HCV GB, pp. 5-3 and 5-7]

For family members age 62 or older who claim to be eligible immigrants, proof of age is required in the manner described in 7-II.C. of this plan. No further verification of eligible immigration status is required.

For family members under the age of 62 who claim to be eligible immigrants, the PHA must verify immigration status with the United States Citizenship and Immigration Services (USCIS).

The PHA will follow all USCIS protocols for verification of eligible immigration status.

7-II.H. VERIFICATION OF PREFERENCE STATUS

The PHA must verify any preferences claimed by an applicant that determined placement on the waiting list.

PHA Policy

The PHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding. The PHA will verify this preference using the PHA's termination records.

The PHA also offers a preference for victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking, as described in Section 4-III.C. To verify that applicants qualify for the preference, the PHA will follow documentation requirements outlined in Section 16-IX.D.

PART III: VERIFYING INCOME AND ASSETS

Chapter 6 of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any income reported by the family must be verified. This part provides PHA policies that supplement the general verification procedures specified in Part I of this chapter.

PHA Policy

The following policies do not apply when the PHA uses a safe harbor income determination from a means-tested federal assistance program.

7-III.A. EARNED INCOME

Tips

PHA Policy

Unless tip income is included in a family member's W-2 by the employer or in UIV verification sources, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year or tips anticipated to be received in the coming year.

Wages

PHA Policy

When the PHA requires third-party verification of wages, for wages other than tips, the family must provide originals of the two most current, consecutive pay stubs.

7-III.B. BUSINESS AND SELF EMPLOYMENT INCOME

The PHA must obtain written, third-party verification when the income type is not available in EIV. This includes income from self-employment.

PHA Policy

Business owners and self-employed persons will be required to provide:

Income tax returns with corresponding official tax forms and schedules attached and including third-party receipt of transmission for income tax return filed (i.e., tax preparer's transmittal receipt, summary of transmittal from online source, etc.).

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

For self-employed individuals who claim they do not to file tax returns, The PHA will obtain a completed copy of IRS Form 4506-T to verify that no return has been filed.

For those employed in "gig employment" (i.e., those in formal agreements with on-demand companies such as Uber, Lyft, or DoorDash), the PHA will provide a format for the individual to declare their income and expenses. The PHA will also review the printed statement of monthly income from the applicable app for all hours worked and pay received as well as the Schedule C of the individual's tax return and the corresponding IRS Form 1099 or 1099k.

The PHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations. At any reexamination the PHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the PHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the PHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS

For policies governing streamlined income determinations for fixed sources of income, please see Chapter 11.

Social Security/SSI Benefits [Notice PIH 2023-27]

Verification requirements for Social Security (SS) and Supplemental Security Income (SSI) benefits differ for applicants and participants.

For applicants, since EIV does not contain SS or SSI benefit information, the PHA must ask applicants to provide a copy of their current SS and/or SSI benefit letter (dated within the last 120 calendar days) for each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the PHA should help the applicant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one by calling SSA at 1-800-772-1213. The PHA must obtain the original benefit letter from the applicant, make a photocopy of the document for the file, and return the original to the family.

For participants, the PHA must obtain information through the HUD EIV system and confirm with the participants that the current listed benefit amount is correct.

- If the participant agrees with the amount reported in EIV, the PHA must use the EIV-reported gross benefit amount to calculate annual income from Social Security. PHAs are required to use the EIV-reported SS and SSI benefit amounts when calculating income unless the tenant disputes the EIV-reported amount. For example, an SSA benefit letter may list the monthly benefit amount as \$450.80 and EIV displays the amount as \$450.00. The PHA must use the EIV-reported amount unless the participant disputes the amount.
- If the participant disputes the EIV-reported benefit amount, or if benefit information is not available in EIV, the PHA must request a current SSA benefit verification letter (dated within the last 120 calendar days) from each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the PHA should help the participant request a benefit verification letter from SSA's website at www.ssa.gov or ask the family to request one by calling SSA at 1-800-772-1213. The PHA must obtain the original benefit letter from the participant, make a photocopy of the document for the file, and return the original to the family.

Photocopies of social security checks or bank statements are not acceptable forms of verification for SS/SSI benefits.

7-III.D. ALIMONY OR CHILD SUPPORT [Notice PIH 2023-27]

Annual income includes “all amounts received,” not the amount that a family may be legally entitled to receive but which they do not receive. For example, a family’s child support or alimony income must be based on payments received, not the amounts to which the family is entitled by court or agency orders. A copy of a court order or other written payment agreement alone may not be sufficient verification of amounts received by a family.

PHA Policy

The methods the PHA will use to verify alimony and child support payments differ depending on whether the family declares that it receives regular payments.

If the family declares that it ***receives regular payments***, verification will be obtained in the following order of priority:

Copies of the receipts and/or payment stubs for the 12 months prior to PHA request

Third-party verification form from the state or local child support enforcement agency

Third-party verification form from the person paying the support

Family's self-certification of amount received

Note: Families are not required to undertake independent enforcement action.

7-III.E. NONRECURRING INCOME [Notice PIH 2023-27]

Income that will not be repeated beyond the coming year (i.e., the 12 months following the effective date of the certification), based on information provided by the family, is considered nonrecurring income and is excluded from annual income. PHAs may accept a self-certification from the family stating that the income will not be repeated in the coming year.

PHA Policy

The PHA will accept self-certification from the family stating that income will not be repeated in the coming year. However, the PHA may choose, on a case-by-case basis, to require third-party verification that income sources will not be repeated in the coming year.

7-III.F. ASSETS AND INCOME FROM ASSETS

Net Family Assets [24 CFR 5.603]

At admission and reexam, for families with net assets totaling \$50,000 or less (adjusted annually), the PHA may, but is not required to, accept the family's self-certification that the family's assets do not exceed \$50,000 without taking any additional steps to verify the accuracy of the declaration. The declaration must include the amount of income the family expects to receive from assets which must be included in the family's income. This includes declaring income from checking and savings accounts which, although excluded from the calculation of net family assets (because the combined value of non-necessary personal property does not exceed \$50,000), may generate asset income. PHAs must clarify during the self-certification process which assets are included/excluded from net family assets.

For PHAs that choose to accept self-certification, the PHA is required to obtain third-party verification of all assets, regardless of the amount, at least once every three years.

PHAs who choose not to accept self-certifications of assets must verify all families' assets on an annual basis.

When net family assets have a total value over \$50,000, the PHA may not rely on the family's self-certification. Third-party verification of assets is required when net family assets exceed \$50,000, adjusted annually by HUD.

When verification of assets is required, PHAs are required to obtain a minimum of one statement that reflects the current balance of banking/financial accounts.

PHA Policy

For families with net assets totaling \$50,000 or less, the PHA will accept the family's self-certification of the value of family assets and anticipated asset income. The family's declaration must show each asset and the amount of income expected from that asset. All family members 18 years of age and older must sign the family's declaration. The PHA reserves the right to require additional verification in situations where the accuracy of the declaration is in question. Any income the family expects to receive from assets will be included in the family's annual income. The family will be required to provide third-party verification of net family assets every three years.

When verification is required, in determining the value of checking or savings accounts, the PHA will use the current balance.

In determining the anticipated income from an interest-bearing checking or savings account when verification is required and the rate of return is known, the PHA will multiply the current balance of the account by the current rate of interest paid on the account. If a checking account does not bear interest, the anticipated income from the account is zero.

Self-Certification of Real Property Ownership [24 CFR 5.618(b)(2)]

The PHA must determine whether a family has present ownership in real property that is suitable for occupancy for purposes of determining whether the family is compliant with the asset limitation described in Chapters 3 and 12. At admission and reexam, the PHA may accept a self-certification from the family that the family does not have any present ownership in any real property that is suitable for occupancy. If the family declares they have present ownership in real property, the PHA must obtain third-party verification.

PHA Policy

Both at admission and reexam, the PHA will accept self-certification from the family that the family does not have any present ownership in any real property. The certification will state that the family does not have any present ownership interest in any real property and must be signed by all family members 18 years of age and older. The PHA reserves the right to require additional verification in situations where the accuracy of the declaration is in question.

If the family declares they have a present ownership in real property, the PHA will obtain third-party verification of the following factors: whether the family has the legal right to reside in the property; whether the family has effective legal authority to sell the property; and whether the property is suitable for occupancy by the family as a residence. However, in cases where a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, the PHA will comply with confidentiality requirements under 24 CFR 5.2007 and will accept a self-certification.

7-III.G. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. HUD permits PHAs to accept a self-certification from a family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28]. The PHA needs to verify only those certifications that warrant documentation [HCV GB, p. 5-28].

PHA Policy

The PHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value.

The PHA will verify the value of assets disposed of only if:

The PHA does not already have a reasonable estimation of its value from previously collected information, or

The amount reported by the family in the certification appears obviously in error.

Example 1: An elderly participant reported a \$10,000 certificate of deposit at the last annual reexamination and the PHA verified this amount. Now the person reports that she has given this \$10,000 to her son. The PHA has a reasonable estimate of the value of the asset; therefore, reverification of the value of the asset is not necessary.

Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately \$5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, the PHA will verify the value of this asset.

7-III.H. NET INCOME FROM RENTAL PROPERTY

PHA Policy

The family must provide:

A current executed lease for the property that shows the rental amount or certification from the current tenant

A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income).

If schedule E was not prepared, the PHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

7-III.I. FEDERAL TAX REFUNDS OR REFUNDABLE TAX CREDITS

[Notice PIH 2023-27]

PHAs are not required to verify the amount of the family's federal tax refund or refundable tax credit(s) if the family's net assets are equal to or below \$50,000 (adjusted annually for inflation), even in years when full verification of assets is required or if the PHA does not accept self-certification of assets. PHAs must verify the amount of the family's federal tax refund or refundable tax credits if the family's net assets are greater than \$50,000.

7-III.J. RETIREMENT ACCOUNTS

PHA Policy

The PHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken, and any regular payments.

7-III.K. INCOME FROM EXCLUDED SOURCES [Notice PIH 2023-27]

A detailed discussion of excluded income is provided in Chapter 6, Part I.

HUD guidance on verification of excluded income draws a distinction between income which is fully excluded and income which is only partially excluded.

For fully excluded income, the PHA is **not** required to follow the verification hierarchy. For fully excluded income, the PHA is **not** required to document why third-party verification is not available, or report the income on the 50058. *Fully excluded income* is defined as income where the entire amount qualifies to be excluded from the annual income determination in accordance with 24 CFR 5.609(b) and any *Federal Register* notice on mandatory exclusions issued by HUD (for example, food stamps, earned income of a minor, or foster care funds).

PHAs may accept a family's signed application or reexamination form as self-certification of fully excluded income. They do not have to require additional documentation. However, if there is any doubt that a source of income qualifies for full exclusion, PHAs have the option of requiring additional verification.

For partially excluded income, the PHA **is** required to follow the verification hierarchy and all applicable regulations, and to report the income on the 50058. Partially excluded income is defined as income where only a certain portion of what is reported by the family qualifies to be excluded and the remainder is included in annual income (for example, the income of an adult full-time student).

PHA Policy

The PHA will accept the family's self-certification as verification of fully excluded income. The PHA may request additional documentation if necessary to document the income source.

The PHA will verify the source and amount of partially excluded income as described in Part 1 of this chapter.

7-III.L. ZERO INCOME STATUS REVIEWS [Notice PIH 2023-27]

A *zero income review* is an assessment, sometimes periodic, performed by the PHA of the income of a family who claims that they do not receive income from any source, including from assets. During such reviews, it is common for PHAs to request that families complete and sign a worksheet explaining how they pay for the household's expenses. HUD does not require PHAs to conduct periodic zero income reviews. In calculating annual income, PHAs must not assign monetary value to nonmonetary in-kind donations from a food bank or similar organization received by the family [24 CFR § 5.609(b)(24)(vi)]. PHAs that perform zero income reviews must update local discretionary policies, procedures, and forms. Families who begin receiving income which does not trigger an interim reexamination should no longer be considered zero income even though the family's income is not reflected on the Form HUD-50058.

PHA Policy

The PHA will check UIV sources and/or may request information from third-party sources to verify that certain forms of income such as unemployment benefits, TANF, SS, SSI, earned income, child support, etc., are not being received by families claiming to have zero annual income.

The PHA will also require that each family member who claims zero income status complete a zero-income form. If any sources of income are identified on the form, the PHA will verify the income in accordance with the policies in this chapter prior to including the income in the family's annual income.

The PHA will only conduct interims in accordance with PHA policy in Chapter 11.

7-III.M. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9)]

The regulations under HOTMA distinguish between two categories of student financial assistance paid to both full-time and part-time students. Any assistance to students under section 479B of the Higher Education Act of 1965 (Title IV of the HEA) must be excluded from the family's annual income [24 CFR 5.609(b)(9)(i)]. Any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institution of higher education not otherwise excluded by the federally mandated income exclusions are excluded [24 CFR 5.609(b)(9)(ii)].

PHA Policy

The PHA will request written third-party verification of both the source and the amount of student financial assistance. Family-provided documents from the educational institution attended by the student will be requested, as well as documents generated by any other person or entity providing such assistance, as reported by the student.

In addition, unless the student's only source of assistance is assistance under Title IV of the HEA, the PHA will request written verification of the cost of the student's tuition, books, supplies, room and board, and other required fees and charges to the student from the educational institution.

If the PHA is unable to obtain third-party written verification of the requested information, the PHA will pursue other forms of verification following the verification hierarchy in section 7-I.B.

7-III.N. PARENTAL INCOME OF STUDENTS SUBJECT TO ELIGIBILITY RESTRICTIONS

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the income of the student's parents must be considered when determining income eligibility, unless the student is determined independent from their parents or a *vulnerable youth* in accordance with PHA policy [24 CFR 5.612, FR Notice 4/10/06, p. 18146, and FR Notice 9/21/16].

This provision does not apply to students residing with parents who are seeking or receiving HCV assistance. It is limited to students who are seeking or receiving assistance on their own, separately from their parents.

PHA Policy

If the PHA is required to determine the income eligibility of a student's parents, the PHA will request an income declaration and certification of income from the appropriate parent(s) (as determined in section 3-II.E). The PHA will send the request directly to the parents, who will be required to certify to their income under penalty of perjury. The parents will be required to submit the information directly to the PHA. The required information must be submitted (postmarked) within 10 business days of the date of the PHA's request or within any extended timeframe approved by the PHA.

The PHA reserves the right to request and review supporting documentation at any time if it questions the declaration or certification. Supporting documentation may include, but is not limited to, Internal Revenue Service (IRS) tax returns, consecutive and original pay stubs, bank statements, pension benefit statements, benefit award letters, and other official and authentic documents from a federal, state, or local agency.

PART IV: VERIFYING MANDATORY DEDUCTIONS

7-IV.A. DEPENDENT AND ELDERLY/DISABLED HOUSEHOLD DEDUCTIONS

The dependent and elderly/disabled family deductions require only that the PHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

Dependent Deduction

See Chapter 6 for a full discussion of this deduction. The PHA must verify that:

- Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or cohead of the family and is not a foster child
- Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

Elderly/Disabled Family Deduction

See Eligibility chapter for a definition of elderly and disabled families and Chapter 6 for a discussion of the deduction. The PHA must verify that the head, spouse, or cohead is 62 years of age or older or a person with disabilities.

7-IV.B. HEALTH AND MEDICAL CARE EXPENSE DEDUCTION

Policies related to medical expenses are found in Chapter 6. The amount of the deduction will be verified following the standard verification procedures described in Part I.

The PHA must comply with the Health Insurance Portability and Accountability Act (HIPAA) ([Pub. L. 104-191](#), 110 Stat. 1936) and the Privacy Act of 1974 (Pub. L. 93-579, 88 Stat. 1896) when requesting documentation to determine unreimbursed health and medical care expenses. The PHA may not request documentation beyond what is sufficient to determine anticipated health and medical care costs. Before placing bills and documentation in the tenant file, the PHA must redact all personally identifiable information [FR Notice 2/14/23].

Amount of Expense

PHA Policy

Medical expenses will be verified through:

Written third-party documents provided by the family, such as pharmacy printouts or receipts.

When income is projected at new admission or interim, the PHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The PHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

Written third-party verification forms if the family is unable to provide acceptable documentation.

When income is projected at new admission or interim, if third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months.

Before placing bills and documentation in the tenant file, the PHA will redact all personally identifiable information.

If the PHA receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the person's disability, the PHA will immediately dispose of this confidential information; this information will never be maintained in the individual's file. If the information needs to be disposed of, the PHA will note in the individual's file that verification was received, the date received, and the name and address of the person/organization that provided the verification. Under no circumstances will PHA include an applicant's or resident's medical records in the file [Notice PIH 2010-26].

In addition, the PHA must verify that:

- The household is eligible for the deduction.
- The costs to be deducted are qualified health and medical care expenses.
- The expenses are not paid for or reimbursed by any other source.
- Costs incurred in past years are counted only once.

Eligible Household

The health and medical care expense deduction is permitted only for households in which the head, spouse, or cohead is at least 62, or a person with disabilities. The PHA must verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter and as described in Chapter 7 (7-IV.A.) of this plan.

Qualified Expenses

To be eligible for the health and medical care expense deduction, the costs must qualify as medical expenses. See Chapter 6 for the PHA's policy on what counts as a medical expense.

Unreimbursed Expenses

To be eligible for the health and medical care expense deduction, the costs must not be reimbursed by another source.

PHA Policy

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source. If expenses are verified through a third party, the third party must certify that the expenses are not paid or reimbursed from any other source.

Expenses Incurred in Past Years

PHA Policy

At new admission and interim reexam, when anticipated costs are related to on-going payment of medical bills incurred in past years, the PHA will verify:

The anticipated repayment schedule

The amounts paid in the past, and

Whether the amounts to be repaid have been deducted from the family's annual income in past years

7-IV.C. DISABILITY ASSISTANCE EXPENSES

Policies related to disability assistance expenses are found in 6-II.E. The amount of the deduction will be verified following the standard verification procedures described in Part I.

The PHA must comply with the Health Insurance Portability and Accountability Act (HIPAA) (Pub. L. 104-191, 110 Stat. 1936) and the Privacy Act of 1974 (Pub. L. 93-579, 88 Stat. 1896) when requesting documentation to determine unreimbursed auxiliary apparatus or attendance care costs. The PHA may not request documentation beyond what is sufficient to determine anticipated reasonable attendant care and auxiliary apparatus costs. Before placing bills and documentation in the tenant file, the PHA must redact all personally identifiable information [FR Notice 2/14/23].

Amount of Expense

Attendant Care

PHA Policy

Expenses for attendant care will be verified through:

Written third-party documents provided by the family, such as receipts or cancelled checks.

Third-party verification form signed by the provider, if family-provided documents are not available.

When income is projected at new admission or interim, if third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

Before placing bills and documentation in the tenant file, the PHA will redact all personally identifiable information.

If the PHA receives documentation from a verification source that contains the individual's specific diagnosis, information regarding the individual's treatment, and/or information regarding the nature or severity of the person's disability, the PHA will immediately dispose of this confidential information; this information will never be maintained in the individual's file. If the information needs to be disposed of, the PHA will note in the individual's file that verification was received, the date received, and the name and address of the person/organization that provided the verification. Under no circumstances will PHA include an applicant's or resident's medical records in the file [Notice PIH 2010-26].

Auxiliary Apparatus

PHA Policy

Expenses for auxiliary apparatus will be verified through:

Written third-party documents provided by the family, such as billing statements for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months.

Third-party verification form signed by the provider, if family-provided documents are not available.

If third-party verification is not possible, written family certification of estimated apparatus costs for the upcoming 12 months.

In addition, the PHA must verify that:

- The family member for whom the expense is incurred is a person with disabilities (as described in 7-II.F above).
- The expense permits a family member, or members, to work (as described in Chapter 6.).
- The expense is not reimbursed from another source (as described in Chapter 6.).

Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The PHA will verify that the expense is incurred for a person with disabilities (See 7-II.F.).

Family Member(s) Permitted to Work

The PHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

PHA Policy

The PHA will request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work (See 6-II.E.). This documentation may be provided by the family.

If third-party verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

PHA Policy

The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

7-IV.D. CHILD CARE EXPENSES

Policies related to child care expenses are found in Chapter 6. The amount of the deduction will be verified following the standard verification procedures described in Part I of this chapter. In addition, the PHA must verify that:

- The child is eligible for care (12 or younger).
- The costs claimed are not reimbursed.
- The costs enable a family member to work, actively seek work, or further their education.
- The costs are for an allowable type of child care.
- The costs are reasonable.

Eligible Child

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. The PHA will verify that the child being cared for (including foster children) is under the age of 13 (See 7-II.C.).

Unreimbursed Expense

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

PHA Policy

The family (and the care provider) will be required to certify that the child care expenses are not paid or reimbursed to the family from any source.

Pursuing an Eligible Activity

The PHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

PHA Policy

Information to be Gathered

The PHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

Seeking Work

Whenever possible the PHA will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the PHA will request family-provided verification from the agency of the member's job seeking efforts to date, and require the family to submit to the PHA any reports provided to the other agency.

In the event third-party verification is not available, the PHA will provide the family with a form on which the family member must record job search efforts. The PHA will review this information at each subsequent reexamination for which this deduction is claimed.

Furthering Education

The PHA will request third-party documentation to verify that the person permitted to further their education by the child care is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.

Gainful Employment

The PHA will seek third-party verification of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified. The documentation may be provided by the family.

Allowable Type of Child Care

The type of care to be provided is determined by the family, but must fall within certain guidelines, as discussed in Chapter 6.

PHA Policy

The PHA will verify that the type of child care selected by the family is allowable, as described in Chapter 6.

The PHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorate costs if some of the care is provided for ineligible family members).

The PHA will verify that the child care provider is not an assisted family member. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

Reasonableness of Expenses

Only reasonable child care costs can be deducted.

PHA Policy

The actual costs the family incurs will be compared with the PHA's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable.

If the family presents a justification for costs that exceed typical costs in the area, the PHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

EXHIBIT 7-1: SUMMARY OF DOCUMENTATION REQUIREMENTS FOR NONCITIZENS [HCV GB, pp. 5-9 and 5-10]	
• All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the PHA. • Except for persons 62 or older, all noncitizens must sign a verification consent form • Additional documents are required based upon the person's status.	
Elderly Noncitizens • A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.	
All other Noncitizens • Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.	
• Form I-551 Alien Registration Receipt Card (for permanent resident aliens) • Form I-94 Arrival-Departure Record annotated with one of the following: • “Admitted as a Refugee Pursuant to Section 207” • “Section 208” or “Asylum” • “Section 243(h)” or “Deportation stayed by Attorney General” • “Paroled Pursuant to Section 221 (d)(5) of the USCIS”	• Form I-94 Arrival-Departure Record with no annotation accompanied by: • A final court decision granting asylum (but only if no appeal is taken); • A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90); • A court decision granting withholding of deportation; or • A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).
• Form I-688 Temporary Resident Card annotated “Section 245A” or Section 210”.	• Form I-688B Employment Authorization Card annotated “Provision of Law 274a. 12(11)” or “Provision of Law 274a.12”.
• A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant’s entitlement to the document has been verified; or • Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the <i>Federal Register</i>	

Chapter 8

HOUSING QUALITY STANDARDS AND RENT REASONABLENESS DETERMINATIONS

[24 CFR 982 Subpart I and 24 CFR 982.507]

INTRODUCTION

HUD requires that all units occupied by families receiving Housing Choice Voucher (HCV) assistance meet HUD's Housing Quality Standards (HQS) and permits the PHA to establish additional requirements. The use of the term "HQS" in this plan refers to the combination of both HUD and PHA-established requirements.

All units must pass an HQS inspection prior to the approval of a lease and at least once every 24 months during the term of the contract, and at other times as needed, to determine that the unit meets HQS. HUD also requires PHAs to determine that rents for units under the program are reasonable when compared to comparable unassisted units in the market area.

This chapter explains HUD and PHA requirements related to housing quality and rent reasonableness as follows:

Part I. Physical Standards. This part discusses the physical standards required of units occupied by HCV-assisted families and identifies decisions about the acceptability of the unit that may be made by the family based upon the family's preference. It also identifies life-threatening conditions that must be addressed on an expedited basis.

Part II. The Inspection Process. This part describes the types of inspections the PHA will make and the steps that will be taken when units do not meet HQS.

Part III. Rent Reasonableness Determinations. This part discusses the policies the PHA will use to make rent reasonableness determinations.

Special HQS requirements for homeownership, manufactured homes, and other special housing types are discussed in Chapter 15 to the extent that they apply in this jurisdiction.

PART I: PHYSICAL STANDARDS

8-I.A. GENERAL HUD REQUIREMENTS

HUD Performance and Acceptability Standards

HUD's performance and acceptability standards for HCV-assisted housing are provided in 24 CFR 982.401. These standards cover the following areas:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and Security
- Thermal Environment
- Illumination and electricity
- Structure and materials
- Interior Air Quality
- Water Supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary condition
- Smoke Detectors

A summary of HUD performance criteria is provided in Exhibit 8-1. Additional guidance on these requirements is found in the following HUD resources:

- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)
- HUD Notice 2003-31, Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.

Tenant Preference Items

HUD requires the PHA to enforce minimum HQS but also recognizes that certain judgments about the acceptability of the unit are left to the family. For example, the PHA must ensure that the unit contains the required sanitary facilities, but the family decides whether the cosmetic appearance of the facilities is acceptable. Exhibit 8-2 summarizes those items that are considered tenant preferences.

Modifications to Provide Accessibility

Under the Fair Housing Act of 1988 an owner must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit. Such modifications are at the family's expense. The owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time. The interest in any such account accrues to the benefit of the tenant. The owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. [24 CFR 100.203; Notice 2003-31].

Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

PHA Policy

Any owner that intends to negotiate a restoration agreement or require an escrow account must submit the agreement(s) to the PHA for review.

8-I.B. ADDITIONAL LOCAL REQUIREMENTS

The PHA may impose variations to the HQS as long as the additional criteria are not likely to adversely affect the health or safety of participant families or severely restrict housing choices for families. HUD approval is required for variations to the HQS. HUD approval is not required if the variations are clarifications of HUD's acceptability criteria or performance standards [24 CFR 982.401(a)(4)].

PHA Policy

The PHA shall utilize the Property Maintenance Code of the City of Dubuque. Any references within the Admin Plan referring to the Property Maintenance Code and HQS shall be considered one and the same. Housing governed by this code shall meet the housing quality standards promulgated by the United States Department of Housing and Urban Development (HUD), title 24, Code of Federal Regulations, part 982.401 (a) through (n).

Only units with current rental licenses issued in accordance with the Property Maintenance Code of the City of Dubuque will be acceptable.

Thermal Environment [HCV GB p.10-7]

The PHA must define a “healthy living environment” for the local climate. This may be done by establishing a temperature that the heating system must be capable of maintaining, that is appropriate for the local climate.

PHA Policy

The heating system must be capable of maintaining an interior temperature of 65 degrees Fahrenheit between October 1 and May 1.

8-I.C. LIFE-THREATENING CONDITIONS [24 CFR 982.404(a); FR Notice 1/18/17]

HUD requires the PHA to define life-threatening conditions and to notify the owner or the family (whichever is responsible) of the corrections required. The responsible party must correct life-threatening conditions within 24 hours of PHA notification.

PHA Policy

The PHA defines life-threatening conditions as a structure or condition that may endanger the life, health, or safety of the occupant and meets the criteria in Sections 108 & 109 of the International Property Maintenance Code as:

1. An unsafe structure
2. Unsafe equipment
3. A structure unfit for human occupancy
4. An unlawful structure
5. A dangerous structure or premises
6. Imminent danger of structural failure or collapse

If an owner fails to correct life-threatening conditions as required by the PHA, the PHA will enforce the HQS in accordance with HUD requirements. See 8-II-G.

If a family fails to correct a family-caused life-threatening condition as required by the PHA, the PHA will enforce the family obligations. See 8-II.H.

The owner will be required to repair an inoperable smoke detector unless the PHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

8-I.D. OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]

Family Responsibilities

The family is responsible for correcting the following HQS deficiencies:

- Tenant-paid utilities not in service
- Failure to provide or maintain appliances owned by the family
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear that results in a breach of the HQS. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

Owner Responsibilities

The owner is responsible for all HQS violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation the owner may take legal action to evict the family.

8-I.E. SPECIAL REQUIREMENTS FOR CHILDREN WITH ELEVATED BLOOD LEAD LEVEL [24 CFR 35.1225; FR Notice 1/13/17; Notice PIH 2017-13]

If a PHA is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than six years of age, living in an HCV-assisted unit has been identified as having an elevated blood lead level, the PHA must complete an environmental investigation of the dwelling unit within 15 calendar days after being notified by a public health department or other medical health care provider. The environmental investigation must be completed in accordance with program requirements, and the result of the environmental investigation must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.

Within 30 days after receiving the environmental investigation report from the PHA, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations [24 CFR 35.1325 and 35.1330; 40 CFR 745.227]. If the owner does not complete the “hazard reduction” as required, the dwelling unit is in violation of HQS and the PHA will take action in accordance with Section 8-II.G.

PHA reporting requirements, and data collection and record keeping responsibilities related to children with an elevated blood lead level are discussed in Chapter 16.

8-I.F. VIOLATION OF HQS SPACE STANDARDS [24 CFR 982.401, 24 CFR 982.403]

A dwelling unit must:

- Provide adequate space and security for the family
- Have at least one bedroom or living/sleeping room for each two persons

A unit that does not meet these HQS space standards is defined as *overcrowded*.

A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space [HCV GB p. 10-6]. A bedroom or living/sleeping room must have at least:

- One window
- Two electrical outlets in proper operating condition (permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets)

If the PHA determines that a unit is overcrowded because of an increase in family size or a change in family composition, the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms.

PART II: THE INSPECTION PROCESS

8-II.A. OVERVIEW [24 CFR 982.405]

Types of Inspections

The PHA conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.

- *Initial Inspections.* The PHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program.
- *Annual/Biennial Inspections.* HUD requires the PHA to inspect each unit under lease at least annually or biennially, depending on PHA policy, to confirm that the unit still meets HQS. The inspection may be conducted in conjunction with the family's annual reexamination but also may be conducted separately.
- *Special Inspections.* A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with a unit between annual inspections.
- *Quality Control Inspections.* HUD requires that a sample of units be inspected by a supervisor or other qualified individual to evaluate the work of the inspector(s) and to ensure that inspections are performed in compliance with the HQS.

Inspection of PHA-Owned Units [24 CFR 982.352(b)]

The PHA must obtain the services of an independent entity to perform all HQS inspections in cases where an HCV family is receiving assistance in a PHA-owned unit. A PHA-owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of each inspection to the family and the PHA. The independent agency must be approved by HUD and may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government).

Inspection Costs [Notice PIH 2016-05]

The PHA may not charge the family for unit inspections or reinspections [24 CFR 982.405(e)]. In the case of inspections of PHA-owned units, the PHA may compensate the independent agency from ongoing administrative fee for inspections performed. The PHA and the independent agency may not charge the family any fee or charge for the inspection [24 CFR.982.352(b)].

The PHA may not charge the owner for the inspection of the unit prior to the initial term of the lease or for a first inspection during assisted occupancy of the unit. However, the PHA may charge a reasonable fee to owners for reinspections in two situations: when the owner notifies the PHA that a repair has been made but the deficiency has not been corrected, and when the time for repairs has elapsed and the deficiency has not been corrected. Fees may not be imposed for tenant-caused damages, for cases in which the inspector could not gain access to the unit, or for new deficiencies discovered during a reinspection.

The owner may not pass the cost of a reinspection fee to the family. Reinspection fees must be added to the PHA's administrative fee reserves and may only be used for activities related to the provision of tenant-based assistance.

PHA Policy

The PHA will not charge a fee for failed reinspections.

Remote Video Inspections (RVIs) [Notice PIH 2020-31]

As an alternative to some or all on-site inspections, the PHA may, but is not required to, perform HQS inspections from a remote location using video streaming technology and a proxy at the inspection site. Since there may be some circumstances in which the application of technology provides insufficient information or evidence to allow the PHA to make appropriate determinations about whether a condition violates HQS, Notice PIH 2020-31 requires that if a PHA chooses to implement RVIs, the PHA should have policies and procedures in place to address such limitations.

PHA Policy

The PHA will not conduct any HQS inspection using RVI.

Notice and Scheduling

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d)].

PHA Policy

Both the family and the owner will be given reasonable notice of all inspections, as defined in the City of Dubuque Property Maintenance Code. In the case of a life-threatening emergency, the PHA will give as much notice as possible, given the nature of the emergency. All attempts will be made to inform the landlord of all inspections, however; inspections consisting of immediate health and safety items may be performed if the PHA is unable to contact the landlord.

Except in the case of any contagious illness, cancellations by the tenant or landlord of scheduled inspections must be approved by the landlord. Cancellations or rescheduling

required by the PHA will be acknowledged in writing to both the landlord and tenant, when practicable.

Owner and Family Inspection Attendance

HUD permits the PHA to set policy regarding family and owner presence at the time of inspection [HCV GB p. 10-27].

PHA Policy

When a family occupies the unit at the time of inspection an authorized adult must be present for the inspection. The presence of the owner or the owner's representative is encouraged but is not required.

At initial inspection of a vacant unit, the PHA will inspect the unit in the presence of the owner or owner's representative. The presence of a family representative is permitted but is not required.

8-II.B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]

Initial Inspections [FR Notice 1/18/17]

The PHA may, but is not required to, approve assisted tenancy and start HAP if the unit fails HQS inspection, but only if the deficiencies identified are non-life-threatening. Further, the PHA may, but is not required to, authorize occupancy if a unit passed an alternative inspection in the last 24 months.

PHA Policy

The unit must pass the HQS inspection on or before the effective date of the HAP contract.

The PHA will not rely on alternative inspections and will conduct an HQS inspection for each unit prior to executing a HAP contract with the owner.

Timing of Initial Inspections

HUD requires PHAs with fewer than 1,250 budgeted units to complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 days of submission of the Request for Tenancy Approval (RTA). For PHAs with 1,250 or more budgeted units, to the extent practicable such inspection and determination must be completed within 15 days. The 15-day period is suspended for any period during which the unit is not available for inspection [982.305(b)(2)].

PHA Policy

The PHA will complete the initial inspection, determine whether the unit satisfies HQS, and notify the owner and the family of the determination within 15 days of submission of the Request for Tenancy Approval (RTA).

Inspection Results and Reinspections

PHA Policy

If any HQS violations are identified, the owner will be notified of the deficiencies and be given a time frame to correct them. If requested by the owner, the time frame for correcting the deficiencies may be extended by the PHA for good cause. The PHA will reinspect the unit within five business days of the date the owner notifies the PHA that the required corrections have been made.

If the time period for correcting the deficiencies (or any PHA-approved extension) has elapsed, or the unit fails HQS at the time of the reinspection, the PHA will notify the owner and the family that the unit has been rejected and that the family must search for another unit. The PHA may agree to conduct a second reinspection, for good cause, at the request of the family and owner.

Following a failed reinspection, the family may submit a new Request for Tenancy Approval for the same unit after the owner has made repairs, if they are unable to locate another suitable unit.

Utilities

Generally, at initial lease-up the owner is responsible for demonstrating that all utilities are in working order including those utilities that the family will be responsible for paying.

PHA Policy

All utility services must be available for testing at the time of the initial inspection to ensure the utilities are operational before the HAP contract is executed and before the dwelling unit is determined to be acceptable.

Appliances [Form HUD-52580]

PHA Policy

If the family is responsible for supplying the stove and/or refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has met all other HQS requirements. The required appliances must be in place before the HAP contract is executed by the PHA. The PHA will execute the HAP contract based upon a certification from the family that the appliances have been installed and are working. A confirmatory inspection will be scheduled within 30 days of HAP contract approval.

8-II.C. ANNUAL/BIENNIAL HQS INSPECTIONS [24 CFR 982.405 and 982.406; Notice PIH 2016-05]

PHA Policy

Each unit under HAP contract must be inspected biennially within 24 months of the last full HQS inspection. The PHA reserves the right to require annual inspections of any unit or owner at any time.

The PHA will not rely on alternative inspection standards.

Scheduling the Inspection

PHA Policy

If an adult cannot be present on the scheduled date, the family should request that the PHA reschedule the inspection. The PHA and family will agree on a new inspection date that generally should take place within five business days of the originally scheduled date. The PHA may schedule an inspection more than five business days after the original date for good cause.

If the family misses the first scheduled appointment without requesting a new inspection date, the PHA will automatically schedule a second inspection. If the family misses two scheduled inspections without PHA approval, the PHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

8-II.D. SPECIAL INSPECTIONS [24 CFR 982.405(g)]

If a participant or government official reports a life-threatening condition which the owner would be required to repair within 24 hours, the PHA must inspect the unit within 24 hours of notification. If the reported condition is not life-threatening, the PHA must inspect the unit within 15 days of notification.

PHA Policy

During a special inspection, the PHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual/biennial inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled the PHA may elect to conduct a full annual/biennial inspection.

8-II.E. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b); 24 CFR 985.3(e); HCV GB, p. 10-32]

HUD requires a PHA supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS.

The unit sample must include only units that have been inspected within the preceding three months. The selected sample should be drawn to represent a cross section of neighborhoods and the work of a cross section of inspectors.

8-II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT

Notification of Corrective Actions

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, the PHA will determine (1) whether or not the failure is a life-threatening condition and (2) whether the family or owner is responsible.

PHA Policy

When life-threatening conditions are identified, the PHA will immediately notify both parties by telephone or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of the PHA's notice.

When failures that are not life-threatening are identified, the PHA will send the owner and the family a written notification of the inspection results within five business days of the inspection. The written notice will specify who is responsible for correcting the violation, and the time frame within which the failure must be corrected. Generally, not more than 30 days will be allowed for the correction.

The notice of inspection results will inform the owner that if life-threatening conditions are not corrected within 24 hours, and non-life threatening conditions are not corrected within the specified time frame (or any PHA-approved extension), the owner's HAP will be abated in accordance with PHA policy (see 8-II.G.).

Likewise, in the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any PHA-approved extension, if applicable) the family's assistance will be terminated in accordance with PHA policy (see Chapter 12).

Extensions

For conditions that are life-threatening, the PHA cannot grant an extension to the 24 hour corrective action period. For conditions that are not life-threatening, the PHA may grant an exception to the required time frames for correcting the violation, if the PHA determines that an extension is appropriate [24 CFR 982.404].

PHA Policy

Extensions will be granted in cases where the PHA has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:

A repair cannot be completed because required parts or services are not available.

A repair cannot be completed because of weather conditions.

A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case by case basis, but will not exceed 60 days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided.

Reinspections

PHA Policy

The PHA will conduct a reinspection immediately following the end of the corrective period, or any PHA approved extension.

The family and owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, the PHA will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family, in accordance with PHA policies. If the PHA is unable to gain entry to the unit in order to conduct the scheduled reinspection, the PHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

The PHA will not accept self-certification of HQS repairs.

8-II.G. ENFORCING OWNER COMPLIANCE

If the owner fails to maintain the dwelling unit in accordance with HQS, the PHA must take prompt and vigorous action to enforce the owner obligations.

HAP Abatement

If an owner fails to correct HQS deficiencies by the time specified by the PHA, HUD requires the PHA to abate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension) [24 CFR 985.3(f)]. No retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are not abated as a result of HQS failures that are the family's responsibility.

PHA Policy

The PHA will make all HAP abatements effective the first of the month following the expiration of the PHA specified correction period (including any extension).

Once the housing assistance payment has been abated, if it is necessary to relocate the family, the HAP contract shall be terminated, and the family shall be issued a Voucher to find another unit. Any HAP contract with a unit under abatement for 60 days shall be terminated and the family shall be issued a Voucher to find another unit.

The PHA will inspect abated units within five business days of the owner's notification that the work has been completed. Payment will resume effective on the day the unit passes inspection.

During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

HAP Contract Termination

The PHA must decide how long any abatement period will continue before the HAP contract will be terminated. The PHA should not terminate the contract until the family finds another unit, provided the family does so in a reasonable time [HCV GB p. 10-29] and must give the owner reasonable notice of the termination. The PHA will issue a voucher to permit the family to move to another unit as described in Chapter 10.

PHA Policy

The maximum length of time that HAP may be abated is 90 days. However, if the owner completes corrections and notifies the PHA before the termination date of the HAP contract, the PHA may rescind the termination notice if (1) the family still resides in the unit and wishes to remain in the unit and (2) the unit passes inspection.

Reasonable notice of HAP contract termination by the PHA is 30 days.

HAP contracts will be terminated immediately, without application of the rent abatement process described above, in cases of owner failure to repair life-threatening conditions within the required 24-hour time period. This applies only to cases in which the owner is responsible for the situation not when the tenant has caused the violation.

8-II.H. ENFORCING FAMILY COMPLIANCE WITH HQS [24 CFR 982.404(b)]

Families are responsible for correcting any HQS violations listed in paragraph 8.I.D. If the family fails to correct a violation within the period allowed by the PHA (and any extensions), the PHA will terminate the family's assistance, according to the policies described in Chapter 12.

If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

PART III: RENT REASONABLENESS [24 CFR 982.507]

8-III.A. OVERVIEW

Except in the case of certain LIHTC- and HOME-assisted units, no HAP contract can be approved until the PHA has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program.

HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that owners not charge more for assisted units than for comparable units on the premises. This part explains the method used to determine whether a unit's rent is reasonable.

PHA-Owned Units [24 CFR 982.352(b)]

In cases where an HCV family is receiving assistance in a PHA-owned unit, the PHA must obtain the services of an independent entity to determine rent reasonableness in accordance with program requirements, and to assist the family in negotiating the contract rent when the family requests assistance. A PHA-owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of the rent reasonableness determination to the family and the PHA. The independent agency must be approved by HUD, and may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government).

8-III.B. WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED

Owner-Initiated Rent Determinations

The PHA must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment.

The owner and family first negotiate the rent for a unit. The PHA (or independent agency in the case of PHA-owned units) will assist the family with the negotiations upon request. At initial occupancy the PHA must determine whether the proposed rent is reasonable before a HAP Contract is signed. The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the family. Rent increases will not be approved unless any failed items identified by the most recent HQS inspection have been corrected.

PHA Policy

After the initial occupancy period, the owner may request a rent adjustment in accordance with the owner's lease. For rent increase requests after initial lease-up, the PHA may request owners to provide information about the rents charged for other units on the premises, if the premises include more than 4 units. In evaluating the proposed rents in comparison to other units on the premises the PHA will consider unit size and length of tenancy in the other units.

The PHA will determine whether the requested increase is reasonable within 10 business days of receiving the request from the owner. The owner will be notified of the determination in writing.

All rents adjustments will be effective the first of the month following 60 days after the PHA's receipt of the owner's request or on the date specified by the owner, whichever is later.

PHA and HUD-Initiated Rent Reasonableness Determinations

HUD requires the PHA to make a determination of rent reasonableness (even if the owner has not requested a change) if there is a 10 percent decrease in the fair market rent that goes into effect at least 60 days before the contract anniversary date. HUD also may direct the PHA to make a determination at any other time. The PHA may decide that a new determination of rent reasonableness is needed at any time.

PHA Policy

In addition to the instances described above, the PHA will make a determination of rent reasonableness at any time after the initial occupancy period if: (1) the PHA determines that the initial rent reasonableness determination was in error or (2) the PHA determines that the information provided by the owner about the unit or other units on the same premises was incorrect.

LIHTC and HOME-Assisted Units [24 CFR 982.507(c)]

For units receiving low-income housing tax credits (LIHTCs) or units assisted under HUD's HOME Investment Partnerships (HOME) Program, a rent comparison with unassisted units is not required if the voucher rent does not exceed the rent for other LIHTC- or HOME-assisted units in the project that are not occupied by families with tenant-based assistance.

For LIHTCs, if the rent requested by the owner does exceed the LIHTC rents for non-voucher families, the PHA must perform a rent comparability study in accordance with program regulations. In such cases, the rent shall not exceed the lesser of: (1) the reasonable rent as determined from the rent comparability study; or (2) the payment standard established by the PHA for the unit size involved.

8-III.C. HOW COMPARABILITY IS ESTABLISHED

Factors to Consider

HUD requires PHAs to take into consideration the factors listed below when determining rent comparability. The PHA may use these factors to make upward or downward adjustments to the rents of comparison units when the units are not identical to the HCV-assisted unit.

- Location and age
- Unit size including the number of rooms and square footage of rooms
- The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- The quality of the units including the quality of the original construction, maintenance and improvements made
- Amenities, services, and utilities included in the rent

Units that Must Not Be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance [Notice PIH 2002-22, Notice PIH 2005-20, and Notice PIH 2020-19].

Note: Notice PIH 2020-19, issued August 21, 2020, provides further guidance on the issue of what constitutes an assisted unit.

Rents Charged for Other Units on the Premises

The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

By accepting the PHA payment each month the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give the PHA information regarding rents charged for other units on the premises.

8-III.D. PHA RENT REASONABLENESS METHODOLOGY

How Market Data Is Collected

PHA Policy

The PHA will collect and maintain data on market rents in the PHA's jurisdiction. Information sources include newspapers, realtors, market surveys, inquiries of owners and other available sources. The data will be maintained by bedroom size and market areas. Market areas may be defined by zip codes, census tract, neighborhood, and identifiable natural or man-made boundaries. The data will be updated on an ongoing basis and rent information that is more than 12 months old will be eliminated from the database.

How Rents Are Determined

PHA Policy

The rent for a unit proposed for HCV assistance will be compared to the rent charged for comparable units in the same market area. The PHA will develop a range of prices for comparable units by bedroom size within defined market areas. Units proposed for HCV assistance will be compared to the units within this rent range. Because units may be similar, but not exactly like the unit proposed for HCV assistance, the PHA may make adjustments to the range of prices to account for these differences.

The adjustment must reflect the local market. Not all differences in units require adjustments (e.g., the presence or absence of a garbage disposal may not affect the rent in some market areas).

Adjustments may vary by unit type (e.g., a second bathroom may be more valuable in a three-bedroom unit than in a two-bedroom).

The adjustment must reflect the rental value of the difference—not its construction costs (e.g., it might cost \$20,000 to put on a new roof, but the new roof might not make any difference in what a tenant would be willing to pay because rental units are presumed to have functioning roofs).

When a comparable project offers rent concessions (e.g., first month rent-free, or reduced rent) reported monthly rents will be adjusted accordingly. For example, if a comparable project reports rents of \$500/month but new tenants receive the first month's rent free, the actual rent for the unit would be calculated as follows: $\$500 \times 11 \text{ months} = 5500/12 \text{ months} = \text{actual monthly rent of } \488 .

The PHA will notify the owner of the rent the PHA can approve based upon its analysis of rents for comparable units. The owner may submit information about other comparable units in the market area. The PHA will confirm the accuracy of the information provided and consider this additional information when making rent determinations. The owner must submit any additional information within five business days of the PHA's request for information or the owner's request to submit information.

EXHIBIT 8-1: OVERVIEW OF HUD HOUSING QUALITY STANDARDS

Note: This document provides an overview of HQS. For more detailed information see the following documents:

- 24 CFR 982.401, Housing Quality Standards (HQS)
- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

Sanitary Facilities

The dwelling unit must include sanitary facilities within the unit. The sanitary facilities must be usable in privacy and must be in proper operating condition and adequate for personal cleanliness and disposal of human waste.

Food Preparation and Refuse Disposal

The dwelling unit must have space and equipment suitable for the family to store, prepare, and serve food in a sanitary manner.

Space and Security

The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.

Thermal Environment

The unit must have a safe system for heating the dwelling unit. Air conditioning is not required but if provided must be in proper operating condition. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.

Illumination and Electricity

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.

Structure and Materials

The dwelling unit must be structurally sound. Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies, and stoops are thirty inches or more off the ground. The elevator servicing the unit must be working [if there is one]. Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.

Interior Air Quality

The dwelling unit must be free of air pollutant levels that threaten the occupants' health. There must be adequate air circulation in the dwelling unit. Bathroom areas must have one openable window or other adequate ventilation. Any sleeping room must have at least one window. If a window was designed to be opened, it must be in proper working order.

Water Supply

The dwelling unit must be served by an approved public or private water supply that is sanitary and free from contamination. Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

Lead-Based Paint

Lead-based paint requirements apply to dwelling units built prior to 1978 that are occupied or can be occupied by families with children under six years of age, excluding zero bedroom dwellings. Owners must:

- Disclose known lead-based paint hazards to prospective tenants before the lease is signed,
- provide all prospective families with "Protect Your Family from Lead in Your Home",
- Stabilize deteriorated painted surfaces and conduct hazard reduction activities within 30 days when identified by the PHA
- Notify tenants each time such an activity is performed
- Conduct all work in accordance with HUD safe practices
- As part of ongoing maintenance ask each family to report deteriorated paint
- Maintain covered housing without deteriorated paint if there is child under six in the family

For units occupied by elevated blood lead level (lead poisoned) children under six years of age, an environmental investigation must be conducted (paid for by the PHA). If lead hazards are identified during the environmental investigation, the owner must complete hazard reduction activities within 30 days.

See HCV GB p. 10-15 for a detailed description of these requirements. For additional information on lead-based paint requirements see 24 CFR 35, Subparts A, B, M, and R.

Access

Use and maintenance of the unit must be possible without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire.

Site and Neighborhood

The site and neighborhood must be reasonably free from disturbing noises and reverberations, excessive trash or vermin, or other dangers to the health, safety, and general welfare of the occupants.

Sanitary Condition

The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation. The unit must have adequate barriers to prevent infestation.

Smoke Detectors

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any person with a hearing impairment, smoke detectors must have an appropriate alarm system as specified in NFPA 74 (or successor standards).

Hazards and Heath/Safety

The unit, interior and exterior common areas accessible to the family, the site, and the surrounding neighborhood must be free of hazards to the family's health and safety.

EXHIBIT 8-2: SUMMARY OF TENANT PREFERENCE AREAS RELATED TO HOUSING QUALITY

Note: This document provides an overview of unit and site characteristics and conditions for which the family determines acceptability. For more detailed information see the following documents:

- Housing Choice Voucher Guidebook, Chapter 10.
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

Provided the minimum housing quality standards have been met, HUD permits the family to determine whether the unit is acceptable with regard to the following characteristics.

- *Sanitary Facilities.* The family may determine the adequacy of the cosmetic condition and quality of the sanitary facilities, including the size of the lavatory, tub, or shower; the location of the sanitary facilities within the unit; and the adequacy of the water heater.
- *Food Preparation and Refuse Disposal.* The family selects size and type of equipment it finds acceptable. When the family is responsible for supplying cooking appliances, the family may choose to use a microwave oven in place of a conventional oven, stove, or range. When the owner is responsible for providing cooking appliances, the owner may offer a microwave oven in place of an oven, stove, or range only if other subsidized and unsubsidized units on the premises are furnished with microwave ovens only. The adequacy of the amount and type of storage space, the cosmetic conditions of all equipment, and the size and location of the kitchen are all determined by the family.
- *Space and Security.* The family may determine the adequacy of room sizes and room locations. The family is also responsible for deciding the acceptability of the type of door and window locks.
- *Energy conservation items.* The family may determine whether the amount of insulation, presence of absence of storm doors and windows and other energy conservation items are acceptable.
- *Illumination and Electricity.* The family may determine whether the location and the number of outlets and fixtures (over and above those required to meet HQS standards) are acceptable or if the amount of electrical service is adequate for the use of appliances, computers, or stereo equipment.

- *Structure and Materials.* Families may determine whether minor defects, such as lack of paint, or worn flooring or carpeting will affect the livability of the unit.
- *Indoor Air.* Families may determine whether window and door screens, filters, fans, or other devices for proper ventilation are adequate to meet the family's needs. However, if screens are present they must be in good condition.
- *Sanitary Conditions.* The family determines whether the sanitary conditions in the unit, including minor infestations, are acceptable.
- *Neighborhood conditions.* Families may determine whether neighborhood conditions such as the presence of drug activity, commercial enterprises, and convenience to shopping will affect the livability of the unit.

Families have no discretion with respect to lead-based paint standards and smoke detectors.

Chapter 9

GENERAL LEASING POLICIES

INTRODUCTION

Chapter 9 covers the lease-up process from the family's submission of a Request for Tenancy Approval to execution of the HAP contract.

In order for the PHA to assist a family in a particular dwelling unit, or execute a Housing Assistance Payments (HAP) contract with the owner of a dwelling unit, the PHA must determine that all the following program requirements are met:

- The unit itself must qualify as an eligible unit [24 CFR 982.305(a)]
- The unit must be inspected by the PHA and meet the Housing Quality Standards (HQS) [24 CFR 982.305(a)]
- The lease offered by the owner must be approvable and must include the required Tenancy Addendum [24 CFR 982.305(a)]
- The rent to be charged by the owner for the unit must be reasonable [24 CFR 982.305(a)]
- The owner must be an eligible owner, approvable by the PHA, with no conflicts of interest [24 CFR 982.306]
- For families initially leasing a unit only: Where the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family cannot exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]

9-I.A. TENANT SCREENING

The PHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy [24 CFR 982.307(a)(1)].

The PHA may elect to screen applicants for family behavior or suitability for tenancy. See Chapter 3 for a discussion of the PHA's policies with regard to screening applicant families for program eligibility [24 CFR 982.307(a)(1)].

The owner is responsible for screening and selection of the family to occupy the owner's unit. At or before PHA approval of the tenancy, the PHA must inform the owner that screening and selection for tenancy is the responsibility of the owner [24 CFR 982.307(a)(2)]. The PHA must also inform the owner or manager of their rights and obligations under the Violence against Women Act (VAWA) [24 CFR 5.2005(a)(2)].

The PHA must provide the owner with the family's current and prior address (as shown in the PHA records) and the name and address (if known to the PHA) of the landlord at the family's current and prior address [24 CFR 982.307(b)(1)].

The PHA is permitted, but not required, to offer the owner other information in the PHA's possession about the tenancy history or drug trafficking of family members [24 CFR 982.307(b)(2)].

The PHA's policy on providing information to the owner must be included in the family's briefing packet [24 CFR 982.307(b)(3)].

The PHA may not disclose to the owner any confidential information provided by the family in response to a PHA request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking, except at the written request or with the written consent of the individual providing the documentation [see 24 CFR 5.2007(b)(4)].

PHA Policy

The PHA will not screen applicants for family behavior or suitability for tenancy.

The PHA will not provide additional screening information to the owner.

9-I.B. REQUESTING TENANCY APPROVAL [Form HUD-52517]

After the family is issued a voucher, the family must locate an eligible unit, with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request the PHA to approve the assisted tenancy in the selected unit.

The owner and the family must submit two documents to the PHA:

- Completed Request for Tenancy Approval (RTA) – Form HUD-52517
- Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A

The RTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, and the requested beginning date of the lease, necessary for the PHA to determine whether to approve the assisted tenancy in this unit.

Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.

Owners must certify that they are not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household.

For units constructed prior to 1978, owners must either 1) certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or 2) attach a lead-based paint disclosure statement.

Both the RTA and the proposed lease must be submitted no later than the expiration date stated on the voucher. [HCV GB p.8-15].

PHA Policy

The RTA must be signed by both the family and the owner.

The owner may submit the RTA on behalf of the family.

Completed RTA (including the proposed dwelling lease) must be submitted as hard copies, in-person, by mail, by email, or by fax.

The family may not submit, and the PHA will not process, more than one (1) RTA at a time.

When the family submits the RTA the PHA will review the RTA for completeness.

If the RTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RTA, the PHA will notify the family and the owner of the deficiencies.

Missing information and/or missing documents will only be accepted as hard copies, in-person, by mail, by email, or by fax. The PHA will not accept missing information over the phone.

When the family submits the RTA and proposed lease, the PHA will also review the terms of the RTA for consistency with the terms of the proposed lease.

If the terms of the RTA are not consistent with the terms of the proposed lease, the PHA will notify the family and the owner of the discrepancies.

Corrections to the terms of the RTA and/or the proposed lease will only be accepted as hard copies, in-person, by mail, by email, or by fax. The PHA will not accept corrections by phone.

Because of the time sensitive nature of the tenancy approval process, the PHA will attempt to communicate with the owner and family by phone, fax, or email. The PHA will use mail when the parties cannot be reached by phone, fax, or email.

9-I.C. OWNER PARTICIPATION

The PHA does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where the PHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. There are also criteria for which the PHA must disapprove an owner. No owner has a right to participate in the HCV program [24 CFR 982.306(e)]

See Chapter 13 for a full discussion of owner qualification to participate in the HCV program.

9-I.D. ELIGIBLE UNITS

There are a number of criteria that a dwelling unit must meet in order to be eligible for assistance under the voucher program. Generally, a voucher-holder family may choose any available rental dwelling unit on the market in the PHA's jurisdiction. This includes the dwelling unit they are currently occupying.

Ineligible Units [24 CFR 982.352(a)]

The PHA may not assist a unit under the voucher program if the unit is a public housing or Indian housing unit; a unit receiving project-based assistance under section 8 of the 1937 Act (42 U.S.C. 1437f); nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services; college or other school dormitories; units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; a unit occupied by its owner or by a person with any interest in the unit.

PHA-Owned Units [24 CFR 982.352(b)]

Otherwise eligible units that are owned or substantially controlled by the PHA issuing the voucher may also be leased in the voucher program. In order for a PHA-owned unit to be leased under the voucher program, the unit must not be ineligible housing and the PHA must inform the family, both orally and in writing, that the family has the right to select any eligible unit available for lease and that the family is free to select a PHA-owned unit without any pressure or steering by the PHA.

PHA Policy

The PHA does not have any eligible PHA-owned units available for leasing under the voucher program.

Special Housing Types [24 CFR 982 Subpart M]

HUD regulations permit, but do not generally require, the PHA to permit families to use voucher assistance in a number of special housing types in accordance with the specific requirements applicable to those programs. These special housing types include single room occupancy (SRO) housing, congregate housing, group home, shared housing, manufactured home space (where the family owns the manufactured home and leases only the space), cooperative housing and homeownership option. See Chapter 15 for specific information and policies on any of these housing types that the PHA has chosen to allow.

The regulations do require the PHA to permit use of any special housing type if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

Duplicative Assistance [24 CFR 982.352(c)]

A family may not receive the benefit of HCV tenant-based assistance while receiving the benefit of any of the following forms of other housing subsidy, for the same unit or for a different unit:

- Public or Indian housing assistance;
- Other Section 8 assistance (including other tenant-based assistance);
- Assistance under former Section 23 of the United States Housing Act of 1937 (before amendment by the Housing and Community Development Act of 1974);
- Section 101 rent supplements;
- Section 236 rental assistance payments;
- Tenant-based assistance under the HOME Program;
- Rental assistance payments under Section 521 of the Housing Act of 1949 (a program of the Rural Development Administration);
- Any local or State rent subsidy;
- Section 202 supportive housing for the elderly;
- Section 811 supportive housing for persons with disabilities; (11) Section 202 projects for non-elderly persons with disabilities (Section 162 assistance); or
- Any other duplicative federal, State, or local housing subsidy, as determined by HUD. For this purpose, 'housing subsidy' does not include the housing component of a welfare payment, a social security payment received by the family, or a rent reduction because of a tax credit.

Housing Quality Standards (HQS) [24 CFR 982.305 and 24 CFR 982.401]

In order to be eligible, the dwelling unit must be in decent, safe and sanitary condition. This determination is made using HUD's Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD. See Chapter 8 for a full discussion of the HQS standards, as well as the process for HQS inspection at initial lease-up.

Unit Size

In order to be eligible, the dwelling unit must be appropriate for the number of persons in the household. A family must be allowed to lease an otherwise acceptable dwelling unit with fewer bedrooms than the number of bedrooms stated on the voucher issued to the family, provided the unit meets the applicable HQS space requirements [24 CFR 982.402(d)]. The family must be allowed to lease an otherwise acceptable dwelling unit with more bedrooms than the number of bedrooms stated on the voucher issued to the family. See Chapter 5 for a full discussion of subsidy standards.

Rent Reasonableness [24 CFR 982.305 and 24 CFR 982.507]

In order to be eligible, the dwelling unit must have a reasonable rent. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises. See Chapter 8 for a full discussion of rent reasonableness and the rent reasonableness determination process.

Rent Burden [24 CFR 982.508]

Where a family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the family share cannot exceed 40 percent of the family's adjusted monthly income. The term "family share" refers to the amount the family pays toward rent and utilities. The gross rent for the unit minus the total housing assistance payment (HAP) for the unit equals the family share. See Chapter 6 for a discussion of calculation of gross rent, the use of payment standards, and calculation of family income, family share of rent and HAP.

9-I.E. LEASE AND TENANCY ADDENDUM

The family and the owner must execute a written dwelling lease agreement for the assisted unit. This written lease is a contract between the tenant family and the owner; the PHA is not a party to this contract.

The tenant must have legal capacity to enter a lease under State and local law. 'Legal capacity' means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner [24 CFR 982.308(a)]

Lease Form and Tenancy Addendum [24 CFR 982.308]

If the owner uses a standard lease form for rental to unassisted tenants in the locality or the premises, the lease must be in such standard form. If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease. The HAP contract prescribed by HUD contains the owner's certification that if the owner uses a standard lease form for rental to unassisted tenants, the lease for the assisted tenants is in such standard form.

All provisions in the HUD-required Tenancy Addendum must be added word-for-word to the owner's standard lease form. The Tenancy Addendum includes the HUD requirements for the tenancy. Because it is a part of the lease, the tenant shall have the right to enforce the Tenancy Addendum against the owner. If there is a conflict between the owner's lease and the Tenancy Addendum, the terms of the Tenancy Addendum shall prevail over any other provisions of the lease.

PHA Policy

The PHA does not provide a model or standard dwelling lease for owners to use in the HCV program.

Lease Information [24 CFR 982.308(d)]

The assisted dwelling lease must contain all of the required information as listed below:

- The names of the owner and the tenant:
- The unit rented (address, apartment number, and any other information needed to identify the contract unit)
- The term of the lease (initial term and any provisions for renewal)
- The amount of the monthly rent to owner
- A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the family

Term of Assisted Tenancy

The initial term of the assisted dwelling lease must be for at least one year [24 CFR 982.309]. The initial lease term is also stated in the HAP contract.

The HUD program regulations permit the PHA to approve a shorter initial lease term if certain conditions are met.

PHA Policy

The PHA will not approve an initial lease term of less than one (1) year.

During the initial term of the lease, the owner may not raise the rent to owner [24 CFR 982.309].

Any provisions for renewal of the dwelling lease will be stated in the dwelling lease [HCV Guidebook, pg. 8-22]. There are no HUD requirements regarding any renewal extension terms, except that they must be stated in the dwelling lease if they exist.

The PHA may execute the HAP contract even if there is less than one year remaining from the beginning of the initial lease term to the end of the last expiring funding increment under the consolidated ACC. [24 CFR 982.309(b)].

Security Deposit [24 CFR 982.313 (a) and (b)]

The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. However, if the PHA chooses to do so, language to this effect must be added to Part A of the HAP contract [Form HUD-52641].

PHA Policy

The PHA will allow the owner to collect any security deposit amount the owner determines is appropriate. Therefore, no modifications to the HAP contract will be necessary.

Separate Non-Lease Agreements between Owner and Tenant

Owners may not demand or accept any rent payment from the family in excess of the rent to the owner as approved by the PHA minus the PHA's housing assistance payments to the owner [24 CFR 982.451(b)(4)].

The owner may not charge the tenant extra amounts for items customarily included in rent in the locality, or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)].

PHA Policy

The PHA permits owners and families to execute separate, non-lease agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease.

Any items, appliances, or other services that are customarily provided to unassisted families as part of the dwelling lease with those families, or are permanently installed in the dwelling unit must be included in the dwelling lease for the assisted family. These items, appliances or services cannot be placed under a separate non-lease agreement between the owner and family. Side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited.

Any items, appliances, or other services that are not customarily provided to unassisted families as part of the dwelling lease with those families, are not permanently installed in the dwelling unit and where the family has the sole option of not utilizing the item, appliance or service, may be included in a separate non-lease agreement between the owner and the family.

The family is not liable and cannot be held responsible under the terms of the assisted dwelling lease for any charges pursuant to a separate non-lease agreement between the owner and the family. Non-payment of any charges pursuant to a separate non-lease agreement between the owner and the family cannot be a cause for eviction or termination of tenancy under the terms of the assisted dwelling lease.

Separate non-lease agreements that involve additional items, appliances or other services may be considered amenities offered by the owner and may be taken into consideration when determining the reasonableness of the rent for the property.

PHA Review of Lease

The PHA will review the dwelling lease for compliance with all applicable requirements.

PHA Policy

If the dwelling lease is incomplete or incorrect, the PHA will notify the family and the owner of the deficiencies. Missing and corrected lease information will only be accepted as hard copies, in-person, by mail, by email, or by fax. The PHA will not accept missing and corrected information over the phone.

Because the initial leasing process is time-sensitive, the PHA will attempt to communicate with the owner and family by phone, fax, or email. The PHA will use mail when the parties can't be reached by phone, fax, or email.

The PHA is permitted, but is not required, to review the lease to determine if the lease complies with State and local law and is permitted to decline to approve the tenancy if the PHA determines that the lease does not comply with State or local law [24 CFR 982.308(c)]

PHA Policy

The PHA will not review the owner's lease for compliance with state/local law.

9-I.F. TENANCY APPROVAL [24 CFR 982.305]

After receiving the family's Request for Tenancy Approval, with proposed dwelling lease, the PHA must promptly notify the family and owner whether the assisted tenancy is approved.

Prior to approving the assisted tenancy and execution of a HAP contract, the PHA must ensure that all required actions and determinations, discussed in Part I of this chapter have been completed.

These actions include ensuring that the unit is eligible; the unit has been inspected by the PHA and meets the Housing Quality Standards (HQS); the lease offered by the owner is approvable and includes the required Tenancy Addendum; the rent to be charged by the owner for the unit must be reasonable; where the family is initially leasing a unit and the gross rent of the unit exceeds the applicable payment standard for the family, the share of rent to be paid by the family does not exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]; the owner is an eligible owner, not disapproved by the PHA, with no conflicts of interest [24 CFR 982.306]; the family and the owner have executed the lease, including the Tenancy Addendum, and the lead-based paint disclosure information [24 CFR 982.305(b)].

PHA Policy

The PHA will complete its determination within 10 business days of receiving all required information.

If the terms of the RTA/proposed lease are changed for any reason, including but not limited to negotiation with the PHA, the PHA will obtain corrected copies of the RTA and proposed lease, signed by the family and the owner.

Corrections to the RTA/proposed lease will only be accepted as hard copies, in-person, by mail, by email, or by fax. The PHA will not accept corrections over the phone.

If the PHA determines that the tenancy cannot be approved for any reason, the owner and the family will be notified in writing and given the opportunity to address any reasons for disapproval. The PHA will instruct the owner and family of the steps that are necessary to obtain approval of the tenancy.

Where the tenancy is not approvable because the unit is not approvable, the family must continue to search for eligible housing within the timeframe of the issued voucher.

If the tenancy is not approvable due to rent affordability or rent reasonableness, the PHA will attempt to negotiate the rent with the owner. If a new, approvable rent is negotiated, the tenancy will be approved. If the owner is not willing to negotiate an approvable rent, the family must continue to search for eligible housing within the timeframe of the issued voucher.

9-I.G. HAP CONTRACT EXECUTION [24 CFR 982.305]

The HAP contract is a written agreement between the PHA and the owner of the dwelling unit. Under the HAP contract, the PHA agrees to make housing assistance payments to the owner on behalf of the family, and the owner agrees to comply with all program requirements as stated in the HAP contract.

The HAP contract form is prescribed by HUD.

If the PHA has given approval for the family of the assisted tenancy, the owner and the PHA must execute the HAP contract.

The term of the HAP contract must be the same as the term of the lease [24 CFR 982.451(a)(2)].

The PHA is permitted to execute a HAP contract even if the funding currently available does not extend for the full term of the HAP contract.

The PHA must make a best effort to ensure that the HAP contract is executed before the beginning of the lease term. Regardless, the HAP contract must be executed no later than 60 calendar days from the beginning of the lease term.

The PHA may not pay any housing assistance payment to the owner until the HAP contract has been executed. If the HAP contract is executed during the period of 60 calendar days from the beginning of the lease term, the PHA will pay housing assistance payments after execution of the HAP contract (in accordance with the terms of the HAP contract), to cover the portion of the lease term before execution of the HAP contract (a maximum of 60 days).

Any HAP contract executed after the 60-day period is void, and the PHA may not pay any housing assistance payment to the owner.

PHA Policy

Owners who have not previously participated in the HCV program must attend a meeting with the PHA in which the terms of the Tenancy Addendum and the HAP contract will be explained. The PHA may waive this requirement on a case-by-case basis, if it determines that the owner is sufficiently familiar with the requirements and responsibilities under the HCV program.

The owner and the assisted family will execute the dwelling lease and the owner must provide a copy to the PHA. The PHA will ensure that both the owner and the assisted family receive copies of the dwelling lease.

The owner and the PHA will execute the HAP contract. The PHA will not execute the HAP contract until the owner has submitted IRS form W-9. The PHA will ensure that the owner receives a copy of the executed HAP contract.

As required under VAWA, once the HAP contract and lease have been executed and the family has been admitted to the program, the PHA will notify families of their rights under VAWA by providing all families with a copy of the domestic violence certification form (HUD-5382) as well as the VAWA notice of occupancy rights (form HUD-5380).

See Chapter 13 for a discussion of the HAP contract and contract provisions.

9-I.H. CHANGES IN LEASE OR RENT [24 CFR 982.308]

If the tenant and the owner agree to any changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must remain in accordance with the requirements of this chapter.

Generally, PHA approval of tenancy and execution of a new HAP contract are not required for changes in the lease. However, under certain circumstances, the execution of a new lease and HAP contract are required. These circumstances include:

- Changes in lease requirements governing tenant or owner responsibilities for utilities or appliances
- Changes in lease provisions governing the term of the lease
- The family moves to a new unit, even if the unit is in the same building or complex

In these cases, if the HCV assistance is to continue, the family must submit a new Request for Tenancy Approval (RTA) along with a new dwelling lease containing the proposed changes. A new tenancy must then be approved in accordance with this chapter.

Where the owner is changing the amount of the rent to owner, the owner must notify the PHA at least 60 days before any such changes go into effect [24 CFR 982.308(g)(4)]. The PHA will agree to such an increase only if the amount of the rent to owner is considered reasonable according to the rent reasonableness standards discussed in Chapter 8. If the requested rent is not found to be reasonable, the owner must either reduce the requested rent increase, or terminate the tenancy in accordance with the terms of the lease.

No rent increase is permitted during the initial term of the lease [24 CFR 982.309(a)(3)].

PHA Policy

Where the owner is requesting a rent increase, the PHA will determine whether the requested increase is reasonable.. The owner will be notified of the determination in writing.

Rent increases will go into effect on the first of the month following the 60 day period after the owner notifies the PHA of the rent change or on the date specified by the owner, whichever is later.

Chapter 10

MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY

INTRODUCTION

Freedom of housing choice is a hallmark of the housing choice voucher (HCV) program. In general, HUD regulations impose few restrictions on where families may live or move with HCV assistance. This chapter sets forth HUD regulations and PHA policies governing moves within or outside the PHA's jurisdiction in two parts:

Part I: Moving with Continued Assistance. This part covers the general rules that apply to all moves by a family assisted under the PHA's HCV program, whether the family moves to another unit within the PHA's jurisdiction or to a unit outside the PHA's jurisdiction under portability.

Part II: Portability. This part covers the special rules that apply to moves by a family under portability, whether the family moves out of or into the PHA's jurisdiction. This part also covers the special responsibilities that the PHA has under portability regulations and procedures.

PART I: MOVING WITH CONTINUED ASSISTANCE

10-I.A. ALLOWABLE MOVES

HUD lists six regulatory conditions under which an assisted family is allowed to move to a new unit with continued assistance. Permission to move is subject to the restrictions set forth in section 10-I.B.

- The family has a right to terminate the lease on notice to the owner (for the owner's breach or otherwise) and has given a notice of termination to the owner in accordance with the lease [24 CFR 982.354(b)(3)]. If the family terminates the lease on notice to the owner, the family must give the PHA a copy of the notice at the same time [24 CFR 982.354(d)(1)].
- The lease for the family's unit has been terminated by mutual agreement of the owner and the family [24 CFR 982.354(b)(1)(ii)].

PHA Policy

If the family and the owner mutually agree to terminate the lease for the family's unit, the family must give the PHA a copy of the termination agreement.

- The owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family [24 CFR 982.354(b)(2)]. The family must give the PHA a copy of any owner eviction notice [24 CFR 982.551(g)].
- The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, and the move is needed to protect the health or safety of the family or family member [see 24 CFR 982.354(b)(4)]. This condition applies even when the family has moved out of its unit in violation of the lease, with or without prior notification to the PHA, if the family or family member who is the victim reasonably believed that they were imminently threatened by harm from further violence if they remained in the unit [24 CFR 982.354(b)(4), 24 CFR 982.353(b)]. The PHA must adopt an emergency transfer plan as required by regulations at 24 CFR 5.2007(e).

PHA Policy

If a family requests permission to move with continued assistance to another unit within the PHA's jurisdiction based on a claim that the move is necessary to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA will request that the resident request the emergency transfer using form HUD-5383, and the PHA will request documentation in accordance with section 16-IX.D of this plan.

The PHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the family or family member will suffice. In such cases the PHA will document the waiver in the family's file.

The PHA may choose to provide a voucher to facilitate an emergency transfer of the victim without first terminating the assistance of the perpetrator.

Before granting an emergency transfer, the PHA will ensure the victim is eligible to receive continued assistance based on the citizenship or immigration status of the victim.

The PHA has adopted an emergency transfer plan, which is included as Exhibit 16-3 to this plan and discusses external transfers to other covered housing programs.

- The PHA has terminated the HAP contract for the family's unit for the owner's breach [24 CFR 982.354(b)(1)(i)].
- The PHA determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition. In such cases, the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for the family, the PHA must terminate the HAP contract for the family's old unit in accordance with the HAP contract terms and must notify both the family and the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which the PHA gives notice to the owner. [24 CFR 982.403(a) and (c)]

10-I.B. RESTRICTIONS ON MOVES

A family's right to move is generally contingent upon the family's compliance with program requirements [24 CFR 982.1(b)(2)]. HUD specifies two conditions under which a PHA may deny a family permission to move and two ways in which a PHA may restrict moves by a family.

Denial of Moves

HUD regulations permit the PHA to deny a family permission to move under the following conditions:

Insufficient Funding

The PHA may deny a family permission to move either within or outside the PHA's jurisdiction if the PHA does not have sufficient funding for continued assistance [24 CFR 982.354(e)(1)]. However, Notice PIH 2016-09 significantly restricts the ability of PHAs to deny permission to move due to insufficient funding and places further requirements on PHAs regarding moves denied due to lack of funding. The requirements found in this notice are mandatory.

PHA Policy

The PHA will deny a family permission to move on grounds that the PHA does not have sufficient funding for continued assistance if (a) the move is initiated by the family, not the owner or the PHA; (b) the PHA can demonstrate that the move will, in fact, result in higher subsidy costs (c) the PHA can demonstrate, in accordance with the policies in Part VIII of Chapter 16, that it does not have sufficient funding in its annual budget to accommodate the higher subsidy costs; and (d) for portability moves, the receiving PHA is not absorbing the voucher.

If the PHA does not have sufficient funding for continued assistance, but the family must move from their unit (e.g., the unit failed HQS), the family may move to a higher cost unit if the move is within the PHA's jurisdiction. The PHA, however, will not allow the family to move under portability in this situation if the family wishes to move to a higher cost area.

For both moves within the PHA's jurisdiction and outside under portability, the PHA will not deny a move due to insufficient funding if the PHA previously approved the move and subsequently experienced a funding shortfall if the family cannot remain in their current unit. The PHA will rescind the voucher in this situation if the family will be allowed to remain in their current unit.

The PHA will create a list of families whose moves have been denied due to insufficient funding. The PHA will keep the family's request open indefinitely, and when funds become available, the families on this list will take precedence over families on the waiting list. The PHA will use the same procedures for notifying families with open requests to move when funds become available as it uses for notifying families on the waiting list (see section 4-III.D).

The PHA will inform the family of its policy regarding moves denied due to insufficient funding in a letter to the family at the time the move is denied.

Grounds for Denial or Termination of Assistance

The PHA may deny a family permission to move if it has grounds for denying or terminating the family's assistance [24 CFR 982.354(e)(2)].

PHA Policy

If the PHA has grounds for denying or terminating a family's assistance, the PHA will act on those grounds in accordance with the regulations and policies set forth in Chapters 3 and 12, respectively. In general, it will not deny a family permission to move for this reason; however, it retains the discretion to do so under special circumstances.

Restrictions on Elective Moves [24 CFR 982.354(c)]

HUD regulations permit the PHA to prohibit any elective move by a participant family during the family's initial lease term. They also permit the PHA to prohibit more than one elective move by a participant family during any 12-month period. However, such prohibitions, if adopted, do not apply when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, and the move is needed to protect the health or safety of the family or family member. (For the policy on documentation of abuse, see section 10-I.A.) In addition, the PHA may not establish a policy permitting moves only at reexamination [Notice PIH 2016-09].

PHA Policy

The PHA will deny a family permission to make an elective move during the family's initial lease term. This policy applies to moves within the PHA's jurisdiction or outside it under portability.

The PHA will also deny a family permission to make more than one elective move during any 12-month period. This policy applies to all assisted families residing in the PHA's jurisdiction.

The PHA will consider exceptions to these policies for the following reasons: to protect the health or safety of a family member (e.g., lead-based paint hazards, domestic violence, witness protection programs), to accommodate a change in family circumstances (e.g., new employment, school attendance in a distant area), or to address an emergency situation over which a family has no control.

In addition, the PHA will allow exceptions to these policies for purposes of reasonable accommodation of a family member who is a person with disabilities (see Chapter 2).

10-I.C. MOVING PROCESS

Notification

If a family wishes to move to a new unit, the family must notify the PHA and the owner before moving out of the old unit or terminating the lease on notice to the owner [24 CFR 982.354(d)(2)]. If the family wishes to move to a unit outside the PHA's jurisdiction under portability, the notice to the PHA must specify the area where the family wishes to move [24 CFR 982.354(d)(2)]. The notices must be in writing [24 CFR 982.5].

Approval

PHA Policy

Upon receipt of a family's notification that it wishes to move, the PHA will determine whether the move is approvable in accordance with the regulations and policies set forth in sections 10-I.A and 10-I.B. The PHA will notify the family in writing of its determination within 10 business days following receipt of the family's notification.

Reexamination of Family Income and Composition

PHA Policy

For families approved to move to a new unit within the PHA's jurisdiction, the PHA will perform a new annual reexamination in accordance with the policies set forth in Chapter 11 of this plan.

For families moving into or families approved to move out of the PHA's jurisdiction under portability, the PHA will follow the policies set forth in Part II of this chapter.

Voucher Issuance and Briefing

PHA Policy

For families approved to move to a new unit within the PHA's jurisdiction, the PHA will issue a new voucher within 10 business days of the PHA's written approval to move. No briefing is required for these families. The PHA will follow the policies set forth in Chapter 5 on voucher term, extension, and expiration. If a family does not locate a new unit within the term of the voucher and any extensions, the family may remain in its current unit with continued voucher assistance if the owner agrees and the PHA approves. Otherwise, the family will lose its assistance.

For families moving into or families approved to move out of the PHA's jurisdiction under portability, the PHA will follow the policies set forth in Part II of this chapter.

Housing Assistance Payments [24 CFR 982.311(d)]

When a family moves out of an assisted unit, the PHA may not make any housing assistance payment to the owner for any month **after** the month the family moves out. The owner may keep the housing assistance payment for the month when the family moves out of the unit.

If a participant family moves from an assisted unit with continued tenant-based assistance, the term of the assisted lease for the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of the last housing assistance payment (for the month when the family moves out of the old unit) and the first assistance payment for the new unit, is not considered to constitute a duplicative housing subsidy.

Zero HAP Families Who Wish to Move [24 CFR 982.455]

A participant who is not receiving any subsidy, but whose HAP contract is still in force, may request a voucher to move to a different unit. The PHA must issue a voucher to move unless it has grounds to deny assistance under the program regulations. However, if the PHA determines no subsidy would be paid at the new unit, the PHA may refuse to enter into a HAP contract on behalf of the family.

PHA Policy

If a zero HAP family requests to move to a new unit, the family may request a voucher to move. However, if no subsidy will be paid at the unit to which the family requests to move, the PHA will not enter into a HAP contract on behalf of the family for the new unit.

PART II: PORTABILITY

10-II.A. OVERVIEW

Within the limitations of the regulations and this plan, a participant family or an applicant family that has been issued a voucher has the right to use tenant-based voucher assistance to lease a unit anywhere in the United States providing that the unit is located within the jurisdiction of a PHA administering a tenant-based voucher program [24 CFR 982.353(b)]. The process by which a family obtains a voucher from one PHA and uses it to lease a unit in the jurisdiction of another PHA is known as portability. The PHA that issues the voucher is called the **initial PHA**. The PHA that has jurisdiction in the area to which the family wants to move is called the **receiving PHA**.

The receiving PHA has the option of administering the family's voucher for the initial PHA or absorbing the family into its own program. Under the first option, the receiving PHA provides all housing services for the family and bills the initial PHA for the family's housing assistance payments and the fees for administering the family's voucher. Under the second option, the receiving PHA pays for the family's assistance with its own program funds, and the initial PHA has no further relationship with the family. The initial PHA must contact the receiving PHA via email or other confirmed delivery method to determine whether the receiving PHA will administer or absorb the initial PHA's voucher. Based on the receiving PHA's response, the initial PHA must determine whether they will approve or deny the portability request [Notice PIH 2016-09].

PHAs commonly act as both the initial and receiving PHA because families may move into or out of their jurisdiction under portability. Each role involves different responsibilities. The PHA will follow the rules and policies in section 10-II.B when it is acting as the initial PHA for a family. It will follow the rules and policies in section 10-II.C when it is acting as the receiving PHA for a family.

In administering portability, the initial PHA and the receiving PHA must comply with financial procedures required by HUD, including the use of HUD-required forms [24 CFR 982.355(e)(5)].

PHAs must also comply with billing and payment deadlines. HUD may reduce an administrative fee to an initial or receiving PHA if the PHA does not comply with HUD portability requirements [24 CFR 982.355(e)(7)].

10-II.B. INITIAL PHA ROLE

Allowable Moves under Portability

A family may move with voucher assistance only to an area where there is at least one PHA administering a voucher program [24 CFR 982.353(b)]. If there is more than one PHA in the area, the initial PHA provides the family with the contact information for the receiving PHAs that serve the area, and the family selects the receiving PHA. The family must inform the initial PHA which receiving PHA it has selected. If the family prefers not to select the receiving PHA, the initial PHA will select the receiving PHA on behalf of the family [24 CFR 982.255(b)].

Applicant families that have been issued vouchers as well as participant families may qualify to lease a unit outside the PHA's jurisdiction under portability. HUD regulations and PHA policy determine whether a family qualifies.

Applicant Families

Under HUD regulations, most applicant families qualify to lease a unit outside the PHA's jurisdiction under portability. However, HUD gives the PHA discretion to deny a portability move by an applicant family for the same two reasons that it may deny any move by a participant family: insufficient funding and grounds for denial or termination of assistance. If a PHA intends to deny a family permission to move under portability due to insufficient funding, the PHA must notify HUD within 10 business days of the determination to deny the move [24 CFR 982.355(e)].

PHA Policy

In determining whether or not to deny an applicant family permission to move under portability because the PHA lacks sufficient funding or has grounds for denying assistance to the family, the initial PHA will follow the policies established in section 10-I.B of this chapter. If the PHA does deny the move due to insufficient funding, the PHA will notify HUD in writing within 10 business days of the PHA's determination to deny the move.

In addition, the initial PHA may establish a policy denying the right to portability to nonresident applicants during the first 12 months after they are admitted to the program [24 CFR 982.353(c)].

PHA Policy

If neither the head of household nor the spouse/cohead of an applicant family had a domicile (legal residence) in the initial PHA's jurisdiction at the time that the family's initial application for assistance was submitted, the family must lease a unit within the initial PHA's jurisdiction for at least 12 months before requesting portability.

The PHA will consider exceptions to this policy for purposes of reasonable accommodation (see Chapter 2) or reasons related to domestic violence, dating violence, sexual assault, stalking, or human trafficking.

Participant Families

The initial PHA must not provide portable assistance for a participant if a family has moved out of its assisted unit in violation of the lease [24 CFR 982.353(b)]. The Violence against Women Act (VAWA) creates an exception to this prohibition for families who are otherwise in compliance with program obligations but have moved to protect the health or safety of a family member who is or has been a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, and who reasonably believed they were imminently threatened by harm from further violence if they remained in the unit [see 24 CFR 982.353(b)].

PHA Policy

The PHA will determine whether a participant family may move out of the PHA's jurisdiction with continued assistance in accordance with the regulations and policies set forth here and in sections 10-I.A and 10-I.B of this chapter. The PHA will notify the family of its determination in accordance with the approval policy set forth in section 10-I.C of this chapter.

Determining Income Eligibility

Applicant Families

An applicant family may lease a unit in a particular area under portability only if the family is income eligible for admission to the voucher program in that area [24 CFR 982.353(d)(1)]. The family must specify the area to which the family wishes to move [24 CFR 982.355(c)(1)].

The initial PHA is responsible for determining whether the family is income eligible in the area to which the family wishes to move [24 CFR 982.353(d)(1), 24 CFR 982.355(9)]. If the applicant family is not income eligible in that area, the PHA must inform the family that it may not move there and receive voucher assistance [Notice PIH 2016-09].

Participant Families

The income eligibility of a participant family is not redetermined if the family moves to a new jurisdiction under portability [24 CFR 982.353(d)(2)].

Reexamination of Family Income and Composition

No new reexamination of family income and composition is required for an applicant family.

PHA Policy

For a participant family approved to move out of its jurisdiction under portability, the PHA generally will conduct a reexamination of family income and composition only if the family's annual reexamination must be completed on or before the initial billing deadline specified on form HUD-52665, Family Portability Information.

The PHA will make any exceptions to this policy necessary to remain in compliance with HUD regulations.

Briefing

The regulations and policies on briefings set forth in Chapter 5 of this plan require the PHA to provide information on portability to all applicant families that qualify to lease a unit outside the PHA's jurisdiction under the portability procedures. Therefore, no special briefing is required for these families.

PHA Policy

No formal briefing will be required for a participant family wishing to move outside the PHA's jurisdiction under portability. However, the PHA will provide the family with the same oral and written explanation of portability that it provides to applicant families selected for admission to the program (see Chapter 5).

The PHA will provide the name, address, and phone of the contact for the PHAs in the jurisdiction to which they wish to move. If there is more than one PHA with jurisdiction over the area to which the family wishes to move, the PHA will advise the family that the family selects the receiving PHA and notify the initial PHA of which receiving PHA was selected. The PHA will provide the family with contact information for all of the receiving PHAs that serve the area. The PHA will not provide any additional information about receiving PHAs in the area. The PHA will further inform the family that if the family prefers not to select the receiving PHA, the initial PHA will select the receiving PHA on behalf of the family. In this case, the PHA will not provide the family with information for all receiving PHAs in the area.

The PHA will advise the family that they will be under the receiving PHA's policies and procedures, including screening, subsidy standards, voucher extension policies, and payment standards.

Voucher Issuance and Term

An applicant family has no right to portability until after the family has been issued a voucher [24 CFR 982.353(b)]. In issuing vouchers to applicant families, the PHA will follow the regulations and procedures set forth in Chapter 5.

PHA Policy

For participating families approved to move under portability, the PHA will issue a new voucher within 10 business days of the PHA's written approval to move.

The initial term of the voucher will be 90 days.

Voucher Extensions and Expiration

PHA Policy

The initial PHA will approve **no** extensions to a voucher issued to an applicant or participant family porting out of the PHA's jurisdiction except under the following circumstances: (a) the initial term of the voucher will expire before the portable family will be issued a voucher by the receiving PHA, (b) the family decides to return to the initial PHA's jurisdiction and search for a unit there, or (c) the family decides to search for a unit in a third PHA's jurisdiction. In such cases, the policies on voucher extensions set forth in Chapter 5, section 5-II.E, of this plan will apply, including the requirement that the family apply for an extension in writing prior to the expiration of the initial voucher term.

To receive or continue receiving assistance under the initial PHA's voucher program, a family that moves to another PHA's jurisdiction under portability must be under HAP contract in the receiving PHA's jurisdiction within 90 days following the expiration date of the initial PHA's voucher term (including any extensions). (See below under "Initial Billing Deadline" for one exception to this policy.)

Preapproval Contact with the Receiving PHA

Prior to approving a family's request to move under portability, the initial PHA must contact the receiving PHA via email or other confirmed delivery method to determine whether the receiving PHA will administer or absorb the family's voucher. Based on the receiving PHA's response, the initial PHA must determine whether it will approve or deny the move [24 CFR 982.355(c)(3)].

PHA Policy

The PHA will use email, when possible, to contact the receiving PHA regarding whether the receiving PHA will administer or absorb the family's voucher.

Initial Notification to the Receiving PHA

After approving a family's request to move under portability, the initial PHA must promptly notify the receiving PHA via email or other confirmed delivery method to expect the family [24 CFR 982.355(c)(3); 24 CFR 982.355(c)(7)]. The initial PHA must also advise the family how to contact and request assistance from the receiving PHA [24 CFR 982.355(c)(6)].

PHA Policy

Because the portability process is time-sensitive, the PHA will notify the receiving PHA by phone, fax, or email to expect the family. The initial PHA will also ask the receiving PHA to provide any information the family may need upon arrival, including the name, fax, email address, and telephone number of the staff person responsible for business with incoming portable families and procedures related to appointments for voucher issuance. The PHA will pass this information along to the family. The PHA will also ask for the name, address, telephone number, fax and email of the person responsible for processing the billing information.

Sending Documentation to the Receiving PHA

The initial PHA is required to send the receiving PHA the following documents:

- Form HUD-52665, Family Portability Information, with Part I filled out [Notice PIH 2016-09]
- A copy of the family's voucher [Notice PIH 2016-09]
- A copy of the family's most recent form HUD-50058, Family Report, or, if necessary in the case of an applicant family, family and income information in a format similar to that of form HUD-50058 [24 CFR 982.355(c)(7), Notice PIH 2016-09]
- Copies of the income verifications backing up the form HUD-50058, including a copy of the family's current EIV data [24 CFR 982.355(c)(7), Notice PIH 2016-09]

PHA Policy

In addition to these documents, the PHA will provide the following information, if available, to the receiving PHA:

Social security numbers (SSNs)

Documentation of SSNs for all nonexempt household members whose SSNs have not been verified through the EIV system

Documentation of legal identity

Documentation of citizenship or eligible immigration status

Documentation of participation in the earned income disallowance (EID) benefit

Documentation of participation in a family self-sufficiency (FSS) program

The PHA will notify the family in writing regarding any information provided to the receiving PHA [HCV GB, p. 13-3].

Initial Billing Deadline [Notice PIH 2016-09]

The deadline for submission of initial billing is 90 days following the expiration date of the voucher issued to the family by the initial PHA. In cases where suspension of the voucher delays the initial billing submission, the receiving PHA must notify the initial PHA of delayed billing before the billing deadline and document the delay is due to the suspension. In this case, the initial PHA must extend the billing deadline by 30 days.

If the initial PHA does not receive a billing notice by the deadline and does not intend to honor a late billing submission, it must notify the receiving PHA in writing. The initial PHA may report to HUD the receiving PHA's failure to comply with the deadline.

If the initial PHA will honor the late billing, no action is required.

PHA Policy

The initial PHA's decision as to whether to accept late billing will be based on internal PHA factors, including the initial PHA's leasing or funding status. If the PHA has not received an initial billing notice from the receiving PHA within the billing deadline and does not intend to honor the late billing, it will contact the receiving PHA to inform them that it will not honor a late billing submission and will return any subsequent billings that it receives on behalf of the family. In this case, the PHA will send the receiving PHA a written confirmation of its decision by mail.

Among other considerations as to whether to accept late billing will be if the family includes a person with disabilities and the late billing is a result of a reasonable accommodation granted to the family by the receiving PHA.

Monthly Billing Payments [24 CFR 982.355(e), Notice PIH 2016-09]

If the receiving PHA is administering the family's voucher, the receiving PHA bills the initial PHA for housing assistance payments and administrative fees. When reimbursing for administrative fees, the initial PHA must promptly reimburse the receiving PHA for the lesser of 80 percent of the initial PHA ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee for each program unit under contract on the first day of the month for which the receiving PHA is billing the initial PHA under portability. If the administrative fees are prorated for the HCV program, the proration will apply to the amount of the administrative fee for which the receiving PHA may bill [24 CFR 982.355(e)(2)].

The initial PHA is responsible for making billing payments in a timely manner. The first billing amount is due within 30 calendar days after the initial PHA receives Part II of form HUD-52665 from the receiving PHA. Subsequent payments must be **received** by the receiving PHA no later than the fifth business day of each month. The payments must be provided in a form and manner that the receiving PHA is able and willing to accept.

The initial PHA may not terminate or delay making payments under existing portability billing arrangements as a result of overleasing or funding shortfalls. The PHA must manage its tenant-based program in a manner that ensures that it has the financial ability to provide assistance for families that move out of its jurisdiction under portability and are not absorbed by receiving PHAs as well as for families that remain within its jurisdiction.

PHA Policy

The initial PHA will utilize direct deposit to ensure that the payment is received by the deadline unless the receiving PHA notifies the initial PHA that direct deposit is not acceptable to them. If the initial PHA extends the term of the voucher, the receiving PHA's voucher will expire 30 calendar days from the new expiration date of the initial PHA's voucher.

Annual Updates of Form HUD-50058

If the initial PHA is being billed on behalf of a portable family, it should receive an updated form HUD-50058 each year from the receiving PHA. If the initial PHA fails to receive an updated 50058 by the family's annual reexamination date, the initial PHA should contact the receiving PHA to verify the status of the family. The initial PHA must continue paying the receiving PHA based on the last form HUD-50058 received, unless instructed otherwise by HUD. The initial PHA may seek absorption of the vouchers by following steps outlined in Notice PIH 2016-09.

Denial or Termination of Assistance [24 CFR 982.355(c)(17)]

At any time, either the initial PHA or the receiving PHA may make a determination to deny or terminate assistance with the family in accordance with 24 CFR 982.552 and 24 CFR 982.553. (For PHA policies on denial and termination, see Chapters 3 and 12, respectively.)

10-II.C. RECEIVING PHA ROLE

If a family has a right to lease a unit in the receiving PHA's jurisdiction under portability, the receiving PHA must provide assistance for the family [24 CFR 982.355(10)]. HUD may determine in certain instances that a PHA is not required to accept incoming portable families, such as a PHA in a declared disaster area. However, the PHA must have approval in writing from HUD before refusing any incoming portable families [24 CFR 982.355(b)].

Administration of the voucher must be in accordance with the receiving PHA's policies. This requirement also applies to policies of Moving to Work agencies. The receiving PHA procedures and preferences for selection among eligible applicants do not apply to the family, and the receiving PHA waiting list is not used [24 CFR 982.355(c)(10)]. The family's unit, or voucher, size is determined in accordance with the subsidy standards of the receiving PHA [24 CFR 982.355(c)(12)], and the receiving PHA's policies on extensions of the voucher term apply [24 CFR 982.355(c)(14)].

Responding to Initial PHA's Request [24 CFR 982.355(c)]

The receiving PHA must respond via email or other confirmed delivery method to the initial PHA's inquiry to determine whether the family's voucher will be billed or absorbed [24 CFR 982.355(c)(3)]. If the receiving PHA informs the initial PHA that it will be absorbing the voucher, the receiving PHA cannot reverse its decision at a later date without consent of the initial PHA (24 CFR 982.355(c)(4)).

PHA Policy

The PHA will use email, when possible, to notify the initial PHA whether it will administer or absorb the family's voucher.

Initial Contact with Family

When a family moves into the PHA's jurisdiction under portability, the family is responsible for promptly contacting the PHA and complying with the PHA's procedures for incoming portable families. The family's failure to comply may result in denial or termination of the receiving PHA's voucher [24 CFR 982.355(c)(8)].

If the voucher issued to the family by the initial PHA has expired, the receiving PHA must contact the initial PHA to determine if it will extend the voucher [24 CFR 982.355(c)(13)]. An informal hearing is not required when a voucher has expired without the family leasing a unit.

If for any reason the receiving PHA refuses to process or provide assistance to a family under the portability procedures, the family must be given the opportunity for an informal review or hearing [Notice PIH 2016-09]. (For more on this topic, see later under "Denial or Termination of Assistance.")

Briefing

HUD allows the receiving PHA to require a briefing for an incoming portable family as long as the requirement does not unduly delay the family's search [Notice PIH 2016-09].

PHA Policy

The PHA will not require the family to attend a briefing. The PHA will provide the family with a briefing packet (as described in Chapter 5) and, in an individual briefing, will orally inform the family about the PHA's payment and subsidy standards, procedures for requesting approval of a unit, the unit inspection process, and the leasing process. The PHA will suggest that the family attend a full briefing at a later date.

Income Eligibility and Reexamination

The receiving PHA does not redetermine eligibility for a portable family that was already receiving assistance in the initial PHA's voucher program [24 CFR 982.355(c)(9)]. If the receiving PHA opts to conduct a new reexamination for a current participant family, the receiving PHA may not delay issuing the family a voucher or otherwise delay approval of a unit [24 CFR 982.355(c)(11)].

PHA Policy

For any family moving into its jurisdiction under portability, the PHA will conduct a new reexamination of family income and composition. However, the PHA will not delay issuing the family a voucher for this reason. Nor will the PHA delay approving a unit for the family until the reexamination process is complete unless the family is an applicant and the PHA cannot otherwise confirm that the family is income eligible for admission to the program in the area where the unit is located.

In conducting its own reexamination, the PHA will rely upon any verifications provided by the initial PHA to the extent that they (a) accurately reflect the family's current circumstances and (b) were obtained within the last 120 days. Any new information may be verified by documents provided by the family and adjusted, if necessary, when third party verification is received.

Voucher Issuance

When a family moves into its jurisdiction under portability, the receiving PHA is required to issue the family a voucher [24 CFR 982.355(c)(13)]. The family must submit a request for tenancy approval to the receiving PHA during the term of the receiving PHA's voucher [24 CFR 982.355(c)(15)].

Timing of Voucher Issuance

HUD expects the receiving PHA to issue the voucher within two weeks after receiving the family's paperwork from the initial PHA if the information is in order, the family has contacted the receiving PHA, and the family complies with the receiving PHA's procedures [Notice PIH 2016-09].

PHA Policy

When a family ports into its jurisdiction, the PHA will issue the family a voucher based on the paperwork provided by the initial PHA unless the family's paperwork from the initial PHA is incomplete, the family's voucher from the initial PHA has expired or the family does not comply with the PHA's procedures. The PHA will update the family's information when verification has been completed.

Voucher Term

The term of the receiving PHA's voucher may not expire before 30 calendar days from the expiration of the initial PHA's voucher [24 CFR 982.355(c)(13)]. If the initial PHA extends the term of the voucher, the receiving PHA's voucher may not expire before 30 days from the new expiration date of the initial PHA's voucher [Notice PIH 2016-09].

PHA Policy

The receiving PHA's voucher will expire 30 calendar days from the expiration date of the initial PHA's voucher. If the initial PHA extends the term of the voucher, the receiving PHA's voucher will expire 30 calendar days from the new expiration date of the initial PHA's voucher.

Voucher Extensions [24 CFR 982.355(c)(14), Notice 2016-09]

Once the receiving PHA issues the portable family a voucher, the receiving PHA's policies on extensions of the voucher term apply. The receiving PHA must inform the initial PHA of any extension granted to the term of the voucher. It must also bear in mind the billing deadline provided by the initial PHA. Unless willing and able to absorb the family, the receiving PHA should ensure that any voucher expiration date would leave sufficient time to process a request for tenancy approval, execute a HAP contract, and deliver the initial billing to the initial PHA.

PHA Policy

The PHA generally will not extend the term of the voucher that it issues to an incoming portable family unless the PHA plans to absorb the family into its own program, in which case it will follow the policies on voucher extension set forth in section 5-II.E.

The PHA will consider an exception to this policy as a reasonable accommodation to a person with disabilities (see Chapter 2).

Voucher Suspensions [24 CFR 982.303, 24 CFR 982.355(c)(15)]

If the family submits a request for tenancy approval during the term of the receiving PHA's voucher, the PHA must suspend the term of that voucher. The term of the voucher stops from the date that the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied [24 CFR 982.4(b)] (see Section 5-II.E).

Notifying the Initial PHA

The receiving PHA must promptly notify the initial PHA if the family has leased an eligible unit under the program or if the family fails to submit a request for tenancy approval for an eligible unit within the term of the receiving PHA's voucher [24 CFR 982.355(c)(16)]. The receiving PHA is required to use Part II of form HUD-52665, Family Portability Information, for this purpose [Notice PIH 2016-09]. (For more on this topic and the deadline for notification, see below under "Administering a Portable Family's Voucher.")

If an incoming portable family ultimately decides not to lease in the jurisdiction of the receiving PHA but instead wishes to return to the initial PHA's jurisdiction or to search in another jurisdiction, the receiving PHA must refer the family back to the initial PHA. In such a case the voucher of record for the family is once again the voucher originally issued by the initial PHA. Any extension of search time provided by the receiving PHA's voucher is only valid for the family's search in the receiving PHA's jurisdiction [Notice PIH 2016-09].

Administering a Portable Family's Voucher

Portability Billing [24 CFR 982.355(e)]

To cover assistance for a portable family that was not absorbed, the receiving PHA bills the initial PHA for housing assistance payments and administrative fees. The amount of the housing assistance payment for a portable family in the receiving PHA's program is determined in the same manner as for other families in the receiving PHA's program.

The receiving PHA may bill the initial PHA for the lesser of 80 percent of the initial PHA's ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee for each program unit under contract on the first day of the month for which the receiving PHA is billing the initial PHA under portability. If the administrative fees are prorated for the HCV program, the proration will apply to the amount of the administrative fee for which the receiving PHA may bill (i.e., the receiving PHA may bill for the lesser of 80 percent of the initial PHA's prorated ongoing administrative fee or 100 percent of the receiving PHA's ongoing administrative fee).

If both PHAs agree, the PHAs may negotiate a different amount of reimbursement.

PHA Policy

Unless the PHA negotiates a different amount of reimbursement with the initial PHA, the PHA will bill the initial PHA the maximum amount of administrative fees allowed, ensuring any administrative fee proration has been properly applied.

Initial Billing Deadline

If a portable family's search for a unit is successful and the receiving PHA intends to administer the family's voucher, the receiving PHA must submit its initial billing notice (Part II of form HUD-52665) in time that the notice will be **received** no later than 90 days following the expiration date of the family's voucher issued by the initial PHA [Notice PIH 2016-09]. This deadline may be extended for 30 additional days if the delay is due to suspension of the voucher's term (see Initial Billing Section). A copy of the family's form HUD-50058, Family Report, completed by the receiving PHA must be attached to the initial billing notice. The receiving PHA may send these documents by mail, fax, or email.

PHA Policy

The PHA will send its initial billing notice by fax or email, if necessary, to meet the billing deadline but will also send the notice by regular mail.

If the receiving PHA fails to send the initial billing by the deadline, it is required to absorb the family into its own program unless (a) the initial PHA is willing to accept the late submission or (b) HUD requires the initial PHA to honor the late submission (e.g., because the receiving PHA is overleased) [Notice PIH 2016-09].

Ongoing Notification Responsibilities [Notice PIH 2016-09, HUD-52665]

Annual Reexamination. The receiving PHA must send the initial PHA a copy of a portable family's updated form HUD-50058 after each annual reexamination for the duration of time the receiving PHA is billing the initial PHA on behalf of the family, regardless of whether there is a change in the billing amount.

PHA Policy

The PHA will send a copy of the updated HUD-50058 by regular mail no later than 10 business days after the effective date of the reexamination.

Change in Billing Amount. The receiving PHA is required to notify the initial PHA, using form HUD-52665, of any change in the billing amount for the family as a result of:

- A change in the HAP amount (because of a reexamination, a change in the applicable payment standard, a move to another unit, etc.)
- An abatement or subsequent resumption of the HAP payments
- Termination of the HAP contract
- Payment of a damage/vacancy loss claim for the family
- Termination of the family from the program

The timing of the notice of the change in the billing amount should correspond with the notification to the owner and the family in order to provide the initial PHA with advance notice of the change. Under no circumstances should the notification be later than 10 business days following the effective date of the change in the billing amount. If the receiving PHA fails to send Form HUD-52665 within 10 days of effective date of billing changes, the initial PHA is not responsible for any increase prior to notification. If the change resulted in a decrease in the monthly billing amount, the initial PHA will offset future monthly payments until the difference is reconciled.

Late Payments [Notice PIH 2016-09]

If the initial PHA fails to make a monthly payment for a portable family by the fifth business day of the month, the receiving PHA must promptly notify the initial PHA in writing of the deficiency. The notice must identify the family, the amount of the billing payment, the date the billing payment was due, and the date the billing payment was received (if it arrived late). The receiving PHA must send a copy of the notification to the Office of Public Housing (OPH) in the HUD area office with jurisdiction over the receiving PHA. If the initial PHA fails to correct the problem by the second month following the notification, the receiving PHA may request by memorandum to the director of the OPH with jurisdiction over the receiving PHA that HUD transfer the unit in question. A copy of the initial notification and any subsequent correspondence between the PHAs on the matter must be attached. The receiving PHA must send a copy of the memorandum to the initial PHA. If the OPH decides to grant the transfer, the billing arrangement on behalf of the family ceases with the transfer, but the initial PHA is still responsible for any outstanding payments due to the receiving PHA.

Overpayments [Notice PIH 2016-09]

In all cases where the receiving PHA has received billing payments for billing arrangements no longer in effect, the receiving PHA is responsible for returning the full amount of the overpayment (including the portion provided for administrative fees) to the initial PHA.

In the event that HUD determines billing payments have continued for at least three months because the receiving PHA failed to notify the initial PHA that the billing arrangement was terminated, the receiving PHA must take the following steps:

- Return the full amount of the overpayment, including the portion provided for administrative fees, to the initial PHA.
- Once full payment has been returned, notify the Office of Public Housing in the HUD area office with jurisdiction over the receiving PHA of the date and the amount of reimbursement to the initial PHA.

At HUD's discretion, the receiving PHA will be subject to the sanctions spelled out in Notice PIH 2016-09.

Denial or Termination of Assistance

At any time, the receiving PHA may make a determination to deny or terminate assistance to a portable family for family action or inaction [24 CFR 982.355(c)(17)].

In the case of a termination, the PHA should provide adequate notice of the effective date to the initial PHA to avoid having to return a payment. In no event should the receiving PHA fail to notify the initial PHA later than 10 business days following the effective date of the termination of the billing arrangement [HUD-52665; Notice PIH 2016-09].

PHA Policy

If the PHA elects to deny or terminate assistance for a portable family, the PHA will notify the initial PHA within 10 business days after the informal review or hearing if the denial or termination is upheld. The PHA will base its denial or termination decision on the policies set forth in Chapter 3 or Chapter 12, respectively. The informal review or hearing will be held in accordance with the policies in Chapter 16. The receiving PHA will furnish the initial PHA with a copy of the review or hearing decision.

Absorbing a Portable Family

The receiving PHA may absorb an incoming portable family into its own program when the PHA executes a HAP contract on behalf of the family or at any time thereafter providing that the PHA has funding available under its annual contributions contract (ACC) [24 CFR 982.355(d)(1), Notice PIH 2016-09].

If the receiving PHA absorbs a family from the point of admission, the admission will be counted against the income targeting obligation of the receiving PHA [24 CFR 982.201(b)(2)(vii)].

If the receiving PHA absorbs a family after providing assistance for the family under a billing arrangement with the initial PHA, the receiving PHA must send an updated form HUD-52665 to the initial PHA no later than 10 business days following the effective date of the termination of the billing arrangement [Notice PIH 2016-09].

PHA Policy

If the PHA decides to absorb a portable family upon the execution of a HAP contract on behalf of the family, the PHA will notify the initial PHA by the initial billing deadline specified on form HUD-52665. The effective date of the HAP contract will be the effective date of the absorption.

If the PHA decides to absorb a family after that, it will provide the initial PHA with 30 days' advance notice, but no later than 10 business days following the effective date of the termination of the billing arrangement.

Following the absorption of an incoming portable family, the family is assisted with funds available under the consolidated ACC for the receiving PHA's voucher program [24 CFR 982.355(d)], and the receiving PHA becomes the initial PHA in any subsequent moves by the family under portability [24 CFR 982.355(e)(4)].

Chapter 11

REEXAMINATIONS

INTRODUCTION

The PHA is required to reexamine each family's income and composition at least annually, and to adjust the family's level of assistance accordingly. Interim reexaminations are also needed in certain situations. This chapter discusses both annual and interim reexaminations, and the recalculation of family share and subsidy that occurs as a result. HUD regulations and PHA policies concerning reexaminations are presented in three parts:

Part I: Annual Reexaminations. This part discusses the process for conducting annual reexaminations.

Part II: Interim Reexaminations. This part details the requirements for families to report changes in family income and composition between annual reexaminations.

Part III: Recalculating Family Share and Subsidy Amount. This part discusses the recalculation of family share and subsidy amounts based on the results of annual and interim reexaminations.

Part IV: Non-Interim Reexamination Transaction. This part describes transactions that do not entail changes to the family's adjusted income.

Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this plan, apply to both annual and interim reexaminations.

PART I: ANNUAL REEXAMINATIONS [24 CFR 982.516]

11-I.A. OVERVIEW

The PHA must conduct a reexamination of family income and composition at least annually. This includes gathering and verifying current information about family composition, income, and expenses. Based on this updated information, the family's income and rent must be recalculated. This part discusses the schedule for annual reexaminations, the information to be collected and verified, and annual reexamination effective dates.

Unlike when performing an interim reexamination or at intake, at annual reexamination, the PHA must determine the income of the family for the previous 12-month period, except where the PHA uses a streamlined income determination. Income from assets, however, is always anticipated, irrespective of the income examination type [Notice PIH 2023-27]. PHAs also have the option of using a "safe harbor" income verification from another federal means-tested program to verify gross annual income. Chapter 7 contains the PHA's policies related to streamlined income determinations and the use of safe harbor income verifications.

11-I.B. SCHEDULING ANNUAL REEXAMINATIONS

The PHA must establish a policy to ensure that the annual reexamination for each family is completed *within* a 12-month period and may require reexaminations more frequently [HCV GB p. 12-1].

PHA Policy

The PHA will begin the annual reexamination process 120 days in advance of its scheduled effective date. Generally, the PHA will schedule annual reexamination effective dates to coincide with the family's anniversary date.

Anniversary date is defined as 12 months from the effective date of the family's last annual reexamination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family moves to a new unit, the PHA will perform a new annual reexamination.

The PHA also may schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.

Notification of and Participation in the Annual Reexamination Process

The PHA is required to obtain the information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of the PHA. However, PHAs should give tenants who were not provided the opportunity the option to complete Form HUD-92006 at this time [Notice PIH 2009-36].

PHA Policy

Families generally are required to participate in an annual reexamination interview, which must be attended by the head of household, spouse, or cohead. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the PHA to request a reasonable accommodation (see Chapter 2).

Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

If the family is unable to attend a scheduled interview, the family should contact the PHA in advance of the interview to schedule a new appointment. If a family does not attend the scheduled interview, the PHA will send a second notification with a new interview date and appointment time.

If a family fails to attend two scheduled interviews without PHA approval, or if the notice is returned by the post office with no forwarding address, a notice of termination (see Chapter 12) will be sent to the family's address of record, and to any alternate address provided in the family's file.

An advocate, interpreter, or other assistant may assist the family in the interview process. The family and the PHA must execute a certification attesting to the role and the assistance provided by any such third party.

The City of Dubuque will only require an interview at the first annual reexamination. Annual reexaminations are conducted by mail thereafter unless the family requests a reasonable accommodation, or if the PHA has deemed an interview to be necessary to appropriately conduct the reexamination.

11-I.C. CONDUCTING ANNUAL REEXAMINATIONS

As part of the annual reexamination process, families are required to provide updated information to the PHA regarding the family's income, expenses, and composition [24 CFR 982.551(b)].

PHA Policy

Families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a PHA-designated reexamination form as well as supporting documents or forms related to the family's income, expenses, and family composition.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days of the interview or initial review by the caseworker. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time period (plus any extensions), the family will be sent a notice of termination (See Chapter 12).

Additionally, HUD recommends that at annual reexaminations PHAs ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state [Notice PIH 2012-28].

PHA Policy

At the annual reexamination, the PHA will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. The PHA will use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.

If the PHA proposes to terminate assistance based on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination. [24 CFR 5.903(f) and 5.905(d)]. (See Chapter 12.)

The information provided by the family generally must be verified in accordance with the policies in Chapter 7. Unless the family reports a change, or the PHA has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status
- Citizenship or immigration status

If adding a new family member to the unit causes overcrowding according to the housing quality standards (HQS) (see Chapter 8), the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms [24 CFR 982.403].

11-I.D. DETERMINING ONGOING ELIGIBILITY OF CERTAIN STUDENTS [24 CFR 982.552(b)(5)]

Section 327 of Public Law 109-115 established restrictions on the ongoing eligibility of certain students (both part- and full-time) who are enrolled in institutions of higher education.

If a student enrolled in an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the student's eligibility must be reexamined along with the income eligibility of the student's parents on an annual basis. In these cases, both the student and the student's parents must be income eligible for the student to continue to receive HCV assistance. If, however, a student in these circumstances is determined independent from their parents or is considered a *vulnerable youth* in accordance with PHA policy, the income of the student's parents will not be considered in determining the student's ongoing eligibility.

Students who reside with parents in an HCV assisted unit are not subject to this provision. It is limited to students who are receiving assistance on their own, separately from their parents.

PHA Policy

During the annual reexamination process, the PHA will determine the ongoing eligibility of each student who is subject to the eligibility restrictions in 24 CFR 5.612 by reviewing the student's individual income as well as the income of the student's parents. If the student has been determined "independent" from their parents or is considered a *vulnerable youth* based on the policies in Sections 3-II.E and 7-II.E, the parents' income will not be reviewed.

If the student is no longer income eligible based on their own income or the income of their parents, the student's assistance will be terminated in accordance with the policies in Section 12-I.D.

If the student continues to be income eligible based on their own income and the income of their parents (if applicable), the PHA will process a reexamination in accordance with the policies in this chapter.

11-I.E. CALCULATING ANNUAL INCOME AT ANNUAL REEXAMINATION [24 CFR 5.609(c)(2) and Notice PIH 2023-27]

The PHA must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations, except where the PHA uses a streamlined income determination as indicated in Chapter 7 of this policy. The PHA may also use Safe harbor income determinations dated within the last 12 months from a means-tested federal public assistance program at annual reexamination as outlined in Chapter 7 of this policy.

Except when using streamlined or Safe Harbor income determinations, in determining the income of the family for the previous 12-month period, any change of income since the family's last annual reexamination, including those that did not meet the threshold to process an interim reexamination in accordance with PHA policies and 24 CFR 5.657(c) or 960.257(b) must be considered.

Income from assets is always anticipated, irrespective of the income examination type.

A change in income may be a loss of income or the addition of a new source of income. Changing to a different employer in the prior year does not necessarily constitute a change if the income earned from either employer is substantially the same. The PHA should look at the entirety of the family's unearned income and earned income from the prior year in which earned income may have been one constant job or many different jobs that start and stop.

Cost of Living Adjustments (COLA) to Social Security income and Social Security disability income are always considered changes to income because the COLA is an adjustment that automatically occurs annually by law. See Chapter 6 for PHA policies on when the COLA is applied and Chapter 7 on streamlined determination of income for inflationary adjustments.

Notice PIH 2023-27 lists the following steps to calculate both earned and unearned income at annual reexamination.

Step 1: The PHA determines annual income for the previous 12-month period by reviewing the following information:

- The EIV Income Report pulled within 120 days of the effective date of the annual reexamination;
- The income reported on the most recent HUD-50058; and
- The amount of prior-year income reported by the family on the PHA's annual reexamination paperwork.

Step 2: The PHA takes into consideration any interim reexamination of family income completed since the last annual reexamination.

- If there was an interim reexamination performed, the PHA must use the annual income from the interim to determine the family's total annual income, provided there are no additional changes.
- If the PHA did not perform an interim or there have been changes since the last reexamination, the PHA moves to Step 3.

Step 3: If there were changes in annual income not processed by the PHA since the last reexamination, the PHA must use current income. The family will be required to report their income for the prior year and whether there have been permanent changes.

If there are no reported changes to an income source, the PHA may use documentation of prior-year income to calculate the annual income. For example, the PHA may use the following documentation:

- EIV + self-certification (wages, Supplemental Security Income (SSI), Social Security, and unemployment)
- Current written third-party verification from the source verifying prior-year income that is dated within 120 days of receipt by the PHA, for example:
 - Year-end statements
 - Paycheck with year-to-date amounts
 - Tax forms (Form 1040, W2, 1099, etc.)

If there are reported changes by the family or the PHA notes discrepancies between EIV and what the family reports, the PHA must follow the verification hierarchy (described in Chapter 7) to document and verify income. Exhibit 11-1 provides detailed examples of how the PHA calculates income from different sources at annual reexamination using the above method.

PHA Policy

When income is calculated using a streamlined income determination or Safe Harbor determination from a means-tested federal public assistance program in accordance with PHA policies in Chapter 7, the above is not applicable. However, where the family disagrees with the PHA or other agency's determination of income or the PHA has other reason to use third-party verification in these circumstances, then the above will apply.

11-I.F. EFFECTIVE DATES

The PHA must establish policies concerning the effective date of changes that result from an annual reexamination [24 CFR 982.516].

PHA Policy

In general, an *increase* in the family share of the rent that results from an annual reexamination will take effect on the family's anniversary date, and the family will be notified at least 30 days in advance.

If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If a family moves to a new unit, the increase will take effect on the effective date of the new lease and HAP contract, and no 30-day notice is required.

If the PHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by the PHA, but will always allow for the 30-day notice period.

If the family causes a delay in processing the annual reexamination, *increases* in the family share of the rent will be applied retroactively, to the scheduled effective date of the annual reexamination. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 16.

In general, a *decrease* in the family share of the rent that results from an annual reexamination will take effect on the family's anniversary date.

If a family moves to a new unit, the decrease will take effect on the effective date of the new lease and HAP contract.

If the PHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by the PHA.

If the family causes a delay in processing the annual reexamination, *decreases* in the family share of the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the PHA by the date specified, and this delay prevents the PHA from completing the reexamination as scheduled.

PART II: INTERIM REEXAMINATIONS [24 CFR 982.516; Notice PIH 2023-27]

11-II.A. OVERVIEW

Family circumstances may change between annual reexaminations. HUD and PHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances the PHA must process interim reexaminations to reflect those changes.

A family may request an interim determination of family income or composition because of any changes since the last determination. The PHA must conduct any interim reexamination within a reasonable period of time after the family request or when the PHA becomes aware of a change in the family's adjusted income that must be processed in accordance with HUD regulations. What qualifies as a "reasonable time" may vary based on the amount of time it takes to verify information, but the PHA generally should conduct the interim reexamination not longer than 30 days after the PHA becomes aware of changes in income.

Notice PIH 2023-27 changes the conditions under which interim reexaminations must be conducted, codifies when interim reexaminations should be processed and made effective, and requires related changes for annual reexaminations and streamlined income determinations. When the PHA determines that an interim reexamination of income is necessary, they must ask the family to report changes in all aspects of adjusted income.

11-II.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION

Reporting

PHAs must require families to report household composition changes; however, PHAs determine the timeframe in which reporting happens [Notice PIH 2023-27]. The PHA must adopt policies prescribing when and under what conditions the family must report changes in income and family composition [24 CFR 960.257(b)(5)].

PHA Policy

All families must report all changes in family and household composition that occur between annual reexaminations within 10 business days of the change.

The PHA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

New Family Members Not Requiring PHA Approval

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require PHA approval. However, the family is required to promptly notify the PHA of the addition [24 CFR 982.551(h)(2)].

New Family and Household Members Requiring Approval

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request PHA approval to add a new family member [24 CFR 982.551(h)(2)] or other household member (live-in aide or foster child) [24 CFR 982.551(h)(4)].

Although the PHA must verify aspects of program eligibility when any new family member is added, the Streamlining Final Rule removed the requirement that PHAs conduct a reexamination of income whenever a new family member is added. The PHA may state in policy that an income reexamination will be conducted.

If a change in family size causes a violation of Housing Quality Standards (HQS) space standards (see Chapter 8), the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the family's HAP contract in accordance with its terms [24 CFR 982.403].

PHA Policy

Families must request PHA approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than 15 consecutive days or 30 cumulative days within a 12-month period and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by the PHA prior to the individual moving into the unit.

The PHA will not approve the addition of a new family or household member unless the individual meets the PHA's eligibility criteria (see Chapter 3) and documentation requirements (see Chapter 7, Part II).

The PHA will not approve the addition of a foster child or foster adult if it will cause a violation of HQS space standards.

If the PHA determines an individual meets the PHA's eligibility criteria and documentation requirements, the PHA will provide written approval to the family. If the approval of a new family member or live-in aide will cause overcrowding according to HQS standards, the approval letter will explain that the family will be issued a voucher and will be required to move.

If the PHA determines that an individual does not meet the PHA's eligibility criteria or documentation requirements, the PHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

The PHA will promptly make its determination after receiving all information required to verify the individual's eligibility.

Departure of a Family or Household Member

Families must promptly notify the PHA if any household member no longer lives in the unit [24 CFR 982.551(h)(3)]. Because household members are considered when determining the family unit (voucher) size [24 CFR 982.402], the PHA also needs to know when any live-in aide, foster child, or foster adult ceases to reside in the unit. The PHA must process an interim for all decreases in adjusted income when a family member permanently moves out of the unit.

PHA Policy

If a household member ceases to reside in the unit, the family must inform the PHA within 30 business days. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

11-II.C. CHANGES AFFECTING INCOME OR EXPENSES

Overview

Interim reexaminations for changes in income or expenses may be scheduled either because the PHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change.

The PHA must estimate the income of the family for the upcoming 12-month period to determine family income for an interim reexamination [24 CFR 5.609(c)(1)]. Policies for projecting income are found in Chapter 6.

Interim Decreases [24 CFR 982.516(c)(2) and Notice PIH 2023-27]

A family may request an interim determination of family income for any change since the last determination. However, the PHA may decline to conduct an interim reexamination if the PHA estimates the family's adjusted income will decrease by an amount that is less than 10 percent of the family's adjusted income. The PHA may set a lower threshold in PHA policy such as performing an interim for any decreases in adjusted income, although HUD prohibits the PHA from setting a dollar-figure threshold.

However, while the PHA has some discretion, HUD requires that the PHA perform an interim reexamination for a decrease in adjusted income of any amount in two circumstances:

- When there is a decrease in family size attributed to the death of a family member; or
- When a family member permanently moves out of the assisted unit during the period since the family's last reexamination.

In the above circumstances, the PHA must perform an interim reexamination for any decrease in adjusted income.

If the net effect of the changes in adjusted income due to a decrease in family size results in no change or an increase in annual adjusted income, then PHA must process the removal of the household member(s) as a non-interim reexamination transaction without making changes to the family's annual adjusted income.

PHA Policy

The PHA will conduct an interim reexamination any time the family's adjusted income has decreased by any amount.

Interim Increases [24 CFR 982.516(c)(3) and Notice PIH 2023-27]

Increases Less than 10 Percent

PHAs must not process interim reexaminations for income increases that result in less than a 10 percent increase in annual adjusted income.

Increases 10 Percent or Greater

PHAs must conduct an interim reexamination of family income when the PHA becomes aware that the family's adjusted income has changed by an amount that the PHA estimates will result in an increase of 10 percent or more in adjusted income, with the following exceptions:

- PHAs may not consider any increases in earned income when estimating or calculating whether the family's adjusted income has increased, unless the family has previously received an interim reduction during the same reexamination cycle; and
- PHAs may choose not to conduct an interim reexamination during the last three months of a certification period if a family reports an increase in income within three months of the next annual reexamination effective date.

When the family previously received an interim reexamination for a decrease to adjusted income during the same annual reexamination cycle, a PHA has the discretion whether to consider a subsequent increase in earned income.

PHA Policy

When a family reports an increase in their earned income between annual reexaminations, the PHA will not conduct an interim reexamination, regardless of the amount of the increase, and regardless of whether there was a previous decrease since the family's last annual reexamination.

The PHA will process an interim reexamination for any increases in unearned income of 10 percent or more in adjusted income.

The PHA will not perform an interim reexamination when a family reports an increase in income (whether earned or unearned income) within three months of their annual reexamination effective date. However, families who delay reporting income increases until the last three months of their certification period may be subject to retroactive rent increases in accordance with the PHA policies in Chapter 14.

Concurrent Increases in Earned and Unearned Income [Notice PIH 2023-27]

When the family reports an increase in both earned and unearned income at the same time, the PHA must look at the earned and unearned income changes independently of each other to determine if an interim reexamination is performed. The PHA will only conduct an interim reexamination when the increase independently meets the 10 percent threshold and all other requirements for performing interim reexaminations. For example, if a family reported increases in both earned and unearned income that overall resulted in a 12 percent increase in their adjusted income, but the change in earned income represented a 7 percent increase and the change in unearned income represented a 5 percent increase, the PHA may not perform an interim for either change since neither change meets the 10 percent threshold amount independently. If the change in unearned income met the 10 percent threshold in this case, the PHA would be required to perform an interim. If the change in earned income met the 10 percent threshold in this case, the PHA would refer to PHA policy to determine whether an interim was required.

Cumulative Increases [Notice PIH 2023-27]

A series of smaller reported increases in adjusted income may cumulatively meet or exceed the 10-percent increase threshold, at which point the PHA must conduct an interim reexamination in accordance with PHA policy.

Family Reporting

The PHA must adopt policies consistent with HUD regulations prescribing when and under what conditions the family must report a change in family income or composition [24 CFR 982.516(d)].

PHA policy may require families to report only changes that the family estimates meet the threshold for an interim reexamination or the PHA may establish policies requiring that families report all changes in income and household composition, and the PHA will subsequently determine if the change requires an interim reexamination [Notice PIH 2023-27].

When the PHA determines that an interim reexamination of income is necessary, they must ask the family to report changes in all aspects of adjusted income. For example, if the family is reporting a decrease in adjusted income that is more than 10 percent, but the family also had a change in assets that would result in a change in income, the change in assets must also be reviewed [Notice PIH 2023-27].

PHA Policy

The family will be required to report all changes in income regardless of the amount of the change, whether the change is to earned or unearned income, or if the change occurred during the last three months of the certification period. Families must report changes in income within 10 business days of the date the change takes effect. The family may notify the PHA of changes either orally or in writing. If the family provides oral notice, the PHA may also require the family to submit the changes in writing.

Within 10 business days of the family reporting the change, the PHA will determine whether the change will require an interim reexamination.

If the change will not result in an interim reexamination, the PHA will note the information in the tenant file but will not conduct an interim reexamination. The PHA will send the family written notification within 10 business days of making this determination informing the family that the PHA will not conduct an interim reexamination.

If the change will result in an interim reexamination, the PHA will determine the documentation the family will be required to submit based on the type of change reported and PHA policies in Chapter 7. The PHA will ask the family to report changes in all aspects of adjusted income at this time. The family must submit any required information or documents within 10 business days of receiving a request from the PHA. This time frame may be extended for good cause with PHA approval. The PHA will accept required documentation by mail, email, fax, or in person. The PHA will conduct the interim within a reasonable time period based on the amount of time it takes to verify the information.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if the PHA determines that an interview is warranted, the family may be required to attend.

11-II.D. EFFECTIVE DATES [24 CFR 982.516(e) and Notice 2023-27]

Changes Reported Timely [Notice PIH 2023-27]

If the family reports a change in family income or composition timely in accordance with PHA policies:

- For rent increases, the PHA must provide the family with 30 days advance written notice. The rent increase is effective the first of the month after the end of that 30-day notice period.
- Rent decreases are effective on the first of the month after the date of the actual change leading to the interim reexamination of family income. This means the decrease will be applied retroactively.

Changes Not Reported Timely [Notice PIH 2023-27]

If the family failed to report a change in family income or composition timely in accordance with PHA policies:

- For rent increases, the PHA must implement any resulting rent increases retroactively to the first of the month following the date of the change leading to the interim reexamination of family income.
- For rent decreases, the PHA must implement the change no later than the first rent period following completion of the interim reexamination.

However, the PHA may choose to adopt a policy that would make the effective date of the rent decrease retroactive to the first of the month following completion of the reexamination. PHAs may choose to establish conditions or requirements for when such a retroactive application would apply. PHAs that choose to adopt such policies must ensure the earliest date that the retroactive decrease is applied is the later of:

- The first of the month following the date of the change that led to the interim reexamination;
or
- The first of the month following the most recent previous income examination.

In applying a retroactive change in rent as the result of an interim reexamination, the PHA must clearly communicate the effect of the retroactive adjustment to the family so that there is no confusion over the amount of the rent that is the family's responsibility.

PHA Policy

In general, when the family fails to report a change in income or family composition timely, and the change would lead to a rent decrease, the PHA will apply the decrease the first of the month following completion of the interim reexamination.

However, the PHA will apply the results of the interim reexamination retroactively where a family's ability to report a change in income promptly may have been hampered due to extenuating circumstances such as a natural disaster or disruptions to PHA management operations. The PHA will decide to apply decreases retroactively on a case-by-case basis.

When the PHA applies the results of interim decreases retroactively, the PHA will clearly communicate the effect of the retroactive adjustment to the family and may enter into a repayment agreement in accordance with PHA policies.

The PHA will also clearly communicate the effect of the retroactive adjustment to the owner.

PART III: RECALCULATING FAMILY SHARE AND SUBSIDY AMOUNT

11-III.A. OVERVIEW

After gathering and verifying required information for an annual or interim reexamination, the PHA must recalculate the family share of the rent and the subsidy amount and notify the family and owner of the changes [24 CFR 982.516(d)(2), HCV 12-6 and 12-10]. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a reexamination.

11-III.B. CHANGES IN PAYMENT STANDARDS AND UTILITY ALLOWANCES

In order to calculate the family share of the rent and HAP amount correctly, changes in payment standards, subsidy standards, or utility allowances may need to be updated and included in the PHA's calculations.

Specific policies governing how subsidy standards, payment standards, and utility allowances are applied are discussed below.

Payment Standards [24 CFR 982.505]

The family share of the rent and HAP calculations must use the correct payment standard for the family, taking into consideration the family unit size, the size of unit, and the area in which the unit is located [HCV GB, p. 12-5]. See Chapter 6 for information on how to select the appropriate payment standard.

When the PHA changes its payment standards or the family's situation changes, new payment standards are applied at the following times:

- If the PHA's payment standard amount changes during the term of the HAP contract, the date on which the new standard is applied depends on whether the standard has increased or decreased:
 - If the payment standard amount has *increased*, the increased payment standard will be applied at the *first annual* reexamination following the effective date of the increase in the payment standard.
 - If the payment standard amount has *decreased*, during the term of a HAP contract, the PHA is not required to reduce the payment standard as the HAP contract remains in effect. At the family's *second annual* reexamination, the PHA may, but is not required to, apply the decreased payment standard or may gradually implement the reduced payment standard (See Chapter 6 for the PHA's policy on decreases in the payment standard).
- If the family moves to a new unit, or a new HAP contract is executed due to changes in the lease (even if the family remains in place) the current payment standard applicable to the family will be used when the new HAP contract is processed.

Subsidy Standards [24 CFR 982.505(c)(4)]

If there is a change in the family unit size that would apply to a family during the HAP contract term, either due to a change in family composition, or a change in the PHA's subsidy standards (see Chapter 5), the new family unit size must be used to determine the payment standard amount for the family at the family's *first annual* reexamination following the change in family unit size.

Utility Allowances [24 CFR 982.517(d)]

The family share of the rent and HAP calculations must reflect any changes in the family's utility arrangement with the owner, or in the PHA's utility allowance schedule [HCV GB, p. 12-5]. Chapter 16 discusses how utility allowance schedules are established.

When there are changes in the utility arrangement with the owner, the PHA must use the utility allowances in effect at the time the new lease and HAP contract are executed.

At reexamination, the PHA must use the PHA current utility allowance schedule [HCV GB, p. 18-8].

PHA Policy

Revised utility allowances will be applied to a family's rent and subsidy calculations at the first annual reexamination after the allowance is adopted.

11-III.C. NOTIFICATION OF NEW FAMILY SHARE AND HAP AMOUNT

The PHA must notify the owner and family of any changes in the amount of the HAP payment [HUD-52641, HAP Contract]. The notice must include the following information [HCV GB, p. 12-6]:

The amount and effective date of the new HAP payment

The amount and effective date of the new family share of the rent

The amount and effective date of the new tenant rent to owner

The family must be given an opportunity for an informal hearing regarding the PHA's determination of their annual or adjusted income, and the use of such income to compute the housing assistance payment [24 CFR 982.555(a)(1)(i)] (see Chapter 16).

PHA Policy

The notice to the family will include the annual and adjusted income amounts that were used to calculate the family share of the rent and the housing assistance payment.

The notice will state the family has the right to request an explanation of how the assistance was calculated and if the family disagrees, they have the right to informal hearing. The notice will include the procedures for requesting an informal hearing.

11-III.D. DISCREPANCIES

During an annual or interim reexamination, the PHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, the PHA may discover errors made by the PHA. When errors resulting in the overpayment or underpayment of subsidy are discovered, corrections will be made in accordance with the policies in Chapter 13.

PART IV: NON-INTERIM REEXAMINATION TRANSACTIONS [Notice PIH 2023-27]

Families may experience changes within the household that do not trigger an interim reexamination under PHA policy and HUD regulations but which HUD still requires the PHA to report to HUD via Form HUD-50058. These are known as *non-interim reexamination transactions*. In these cases, PHAs will submit a separate, new action code on Form HUD-50058. The following is a list of non-interim reexamination transactions:

- Adding or removing a hardship exemption for the child care expense deduction;
- Updating or removing the phased-in hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction (the phased-in relief will begin at an eligible family's first annual or interim reexamination, whichever is sooner, after January 1, 2024);
- Adding or removing general hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction;
- Adding or removing a minimum rent hardship;
- Adding or removing a non-family member (i.e., live-in aide, foster child, foster adult);
- Ending a family's EID or excluding 50 percent (decreased from 100 percent) of a family member's increase in employment income at the start of the second 12- month EID period.
- Adding a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
- Removing a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
- Adding/updating a family or household member's Social Security number; and
- Updating a family member's citizenship status from eligible to ineligible or vice versa, resulting in a change to the family's rent and/or utility reimbursement, if applicable (i.e., family begins receiving prorated assistance or previously prorated assistance becomes full assistance), or updating the prorated rent calculation due to the addition or removal of family members in household with an ineligible noncitizen(s).

PHAs must make all other changes to assets, income, and deductions at the next annual or interim reexamination of income, whichever is sooner.

EXHIBIT 11-1: CALCULATING INCOME AT ANNUAL REEXAMINATION

Example 1: Calculating Annual Income at Annual Reexamination Using EIV

Staff are processing the 3/1/2024 annual reexamination for Ruby Myers and her minor daughter, Georgia. No interim reexaminations have been processed, and Ruby has not reported any changes to annual income to the PHA since the 3/1/2023 annual reexamination. The SSA published 2024 COLA is 7 percent.	
<u>Last reexamination – 3/1/2023 Annual Reexamination</u>	
<u>Ruby:</u>	<u>Georgia:</u>
<u>Wages: \$30,000</u>	<u>SSI: \$10,980 (\$915 monthly)s</u>

The EIV report pulled on 12/15/2023

Ruby:

Wages Total: \$33,651

Quarter 3 of 2023: \$8,859 (City Public School)

Quarter 2 of 2023: \$8,616 (City Public School)

Quarter 1 of 2023: \$8,823 (City Public School)

Quarter 4 of 2022: \$7,353 (City Public School)

Georgia:

SSI Total: \$10,980

2023 benefit \$915 monthly

<u>Income Reported on Reexamination Application</u>	
Ruby: <u>Wages at City Public School: \$32,000</u> (switched jobs but no permanent change to amount)	Georgia: <u>SSI benefits: \$10,980 (no changes)</u>
<u>Calculating Ruby's wages:</u> Step 1: Determine prior annual income from EIV (i.e., Q4 2022 through Q3 of 2023: \$33,651). Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination (in this case, there have been no interim reexaminations processed since the last annual reexamination). Step 3: Ruby certifies that the \$33,651 of wages in EIV is accurate and reflects her current annual income, so the PHA will use \$33,651 for annual wages for the 3/1/2024 annual reexamination given there have been no additional changes to annual income.	<u>Calculating Georgia's SSI benefit:</u> Step 1: Determine the prior annual income from EIV (i.e., \$915 x 12 months: \$10,980). Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination (in this case, there have been no interim reexaminations processed since the last annual reexamination). Step 3: Ruby certifies the SSI income in EIV is accurate and reflects Georgia's current annual income. The PHA must adjust the prior-year income (2023 SSI benefit) by the 7- percent COLA and will use this amount to calculate annual SSI income for the 3/1/2024 annual reexamination: COLA: \$64.05 (\$915 x 0.07) New gross SSI benefit: \$11,748.60 (\$979.05 x 12 months)
If Ruby did not agree with the annual wages reported in EIV, the PHA/MFH Owner would be required to verify her current income in accordance with HUD's verification hierarchy.	
<u>Summary of Annual Income (as reported on the HUD-50058)</u>	
Ruby (Head of Household): Other Wage: \$33,651 Myers Family Total Annual Income: \$45,399	Georgia (Other Youth Under 18): SSI: \$11,748

**Example 2: Calculating Annual Income at Annual Reexamination Using EIV:
Family Disagrees with EIV**

Staff are processing Paul Hewson's 5/1/2024 annual reexamination. Since the last annual reexamination, Paul reported a decrease in annual income that exceeded 10 percent. Last year, Paul reported a decrease in earned income because he transferred from a full-time job at Sasha's Sweets to a part-time job at Viking Bakery. Following HUD's EIV verification hierarchy, staff confirmed Paul was no longer employed at Sasha's Sweets and decreased his anticipated annual income from \$28,000 to \$7,500 resulting from his new part-time employment at Viking Bakery; an interim reexamination was processed effective 7/1/2023. After the 7/1/2023 interim, Paul worked briefly at two different jobs, but he says he is no longer working and is not planning to work.

5/1/2023 Annual Reexamination

Wages: \$28,000

The EIV report pulled on 1/15/2024

Wages Total: \$18,271

Quarter 3 of 2023: \$2,500 (Viking Bakery)

Quarter 3 of 2023: \$796 (Sweet Tooth Candy Bar)

Quarter 2 of 2023: \$1,300 (Sasha's Sweets)

Quarter 2 of 2023: \$584 (Larry's Concessions)

Quarter 2 of 2023: \$2,401 (Viking Bakery)

Quarter 1 of 2023: \$6,500 (Sasha's Sweets)

Quarter 4 of 2022: \$600 (Sasha's Sweets)

SS/SSI: No history of benefits

<u>Income Reported on Reexamination Application</u>
<u>Wages: \$0 (permanent change; no longer receiving)</u>
<u>Social Security: \$14,400 (\$1,200 monthly)</u>
Paul certified on the PHA's annual reexamination paperwork that he does not agree with the annual wages of \$18,271 reported in EIV and it is not reflective of his current anticipated annual income. He reported he is currently unemployed, and provided a copy of an award letter from the Social Security Administration to document that he will begin receiving a monthly disability benefit of \$1,200 effective 3/1/2024.
<u>Calculating Wages and SS Benefit</u>
Step 1: Determine prior annual income taking into consideration the 8/1/2023 interim reexamination (i.e., EIV wages reflected Q4 2022 through Q3 2023: \$18,271) Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there was a 7/1/2023 interim that reduced wages to \$7,500. Step 3: Obtain documentation to verify current income and confirm Paul is no longer employed at Viking Bakery or The Sweet Tooth Candy Bar (the employers reported in the most recent quarter of EIV). This step is necessary, because Paul did not agree with the EIV income report or income reported on the last interim reexamination. Paul reported that he is no longer working at all. Process the annual reexamination effective 5/1/2024 using annual SS income of \$14,400 and \$0 wages.
<u>Summary of Annual Income (as reported on the HUD-50058)</u>
Paul (Head of Household): \$14,400 (SS) Hewson Family Total Annual Income: \$14,400

Example 3: Calculating Annual Income at Annual Reexamination

Staff are processing the 11/1/2024 annual reexamination for Samantha and Fergus Pool, head of household and spouse. On 2/14/2024 Samantha reported her monthly child support payment was reduced from \$200 to \$100 per month, but an interim reexamination was not processed because the reduction in child support income for Samantha's daughter, Hailey, did not result in a decrease of 10 percent or more in annual adjusted income, and the PHA did not establish a lower threshold. Samantha did not report any additional changes to the PHA.

Last reexamination – 11/1/2023 Annual Reexamination

Samantha:

Business income: \$28,000

VA disability pension: \$12,000

Child support: \$2,400

Fergus:

Wages: \$8,250

Other non-wage income: \$3,000 (Go Fund Me online fundraiser)

The EIV report pulled on 9/16/2024

Samantha:

Wages Total: \$0 (no wage data reported since Q1 2023)

Fergus:

Wages Total: \$8,600

Quarter 1 of 2024: \$2,100 (Ian's Fish 'n' Chips)

Quarter 1 of 2024: \$500 (Claire's Healthcare Supplies)

Quarter 4 of 2023: \$1,000 (Claire's Healthcare Supplies)

Quarter 3 of 2023: \$1,800 (The Onion Garden Shop)

Quarter 2 of 2023: \$3,200 (Ivar's Fish Haus)

Current Family Circumstances: Income Reported on Reexamination Application

Samantha and Fergus reported how much income was earned/received in the previous 12-month period and noted permanent changes, where applicable, for each source of their income on PHA's annual reexamination form. However, no information was reported by the family concerning other non-wage income. Fergus reported only wages and his current employment at Ian's Fish 'n' Chips for the annual reexamination. The family supplied the supporting documentation noted below to the PHA for the 11/1/2024 annual reexamination.

Samantha:

Business income: \$28,750 (last year); has decreased to \$18,000 (permanent change)

VA disability benefit: \$12,000 (last year); has increased to \$12,300 (permanent change)

Child support: \$2,400 (last year); has decreased to \$1,200 (permanent change)

Fergus:

Wages: \$6,000

Calculating Samantha's Net Business Income

Step 1: Determine prior annual net business income (i.e., \$28,000 on last HUD-50058).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: Adjust to reflect current net business income. Samantha reported on the annual reexamination application that business income permanently decreased to \$18,000. The PHA must obtain supporting documentation from Samantha that demonstrates current net business income. Samantha provided documentation that supported the current annual net business income is \$18,000. Process the annual reexamination effective 11/1/2024 using annual net business income determined in Step 3.

Calculating Samantha's VA Pension Income

Step 1: Determine prior annual VA pension income (i.e., \$12,000 supported by a VA award letter Samantha supplied that documents the prior year monthly VA pension was \$1,000).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: The PHA needs to adjust to reflect current VA pension income. Samantha supplies a VA award letter showing a monthly pension of \$1,025, or \$12,300 annually. Process the annual reexamination effective 11/1/2024 using annual VA pension income determined in Step 3 (\$12,300 in this example).

Calculating Samantha's Child Support Income

Step 1: Determine prior annual child support income (i.e., \$2,400 on the last HUD-50058).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination. The family reported a decrease from \$200 to \$100 monthly, but the change was not processed because it did not meet the threshold.

Step 3: The family reported changes, so the PHA must adjust to reflect current child support income. In this example, the family submitted a child support history report from the local child support office that documents regular \$100 monthly child supports payments beginning 3/1/2024 through the current month. Process the annual reexamination effective 11/1/2024 using current annual child support income determined in Step 3 (\$1,200 in this example).

Calculating Fergus' Wages

Step 1: Determine prior annual income from wages in EIV (i.e., Q2 2023 through Q1 of 2024: \$8,600).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: There is a discrepancy between what the family reported and EIV, so the PHA must verify and adjust to reflect current annual income from wages. Fergus reported \$6,000 in annual income from wages on the annual reexamination from a single employer, Ian's Fish 'n' Chips. The PHA projected annual income of \$7,800 based on the two paystubs for this employer, and EIV shows \$8,600 earned in the most recent four quarters in EIV. To complete Step 3, the PHA must do the following:

- Resolve the discrepancy between EIV wages, the \$6,000 annual income Fergus reported, and the \$7,800 projected based on the paystubs he provided, and
- Verify he is no longer employed at Claire's Healthcare Supplies in accordance with HUD's verification hierarchy and local policies.

The PHA determined that Fergus reported his net vs. gross annual income from wages, which he corrected on the annual reexamination form to reflect his current gross annual income of \$9,000. The PHA verified Fergus was no longer employed at Claire's Healthcare Supplies and obtained two additional paystubs. Based on four current and consecutive paystubs, Fergus is now projected to earn \$9,360 annually. Process the annual reexamination effective 11/1/2024 using income from wages determined in Step 3 (\$9,360 in this example).

Calculating Fergus' Other Non-Wage Income

Step 1: Determine prior annual income from other non-wage income (i.e., \$3,000 on the last HUD– 50058).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: The family did not report any non-wage income on the annual reexamination form, but it was included on the last HUD–50058. The PHA must verify and adjust to reflect current non-wage income. The PHA must verify no income was received through a “Go Fund Me” online fundraiser so that it may be excluded. Fergus provided a self-certification that he hasn’t solicited funds online and doesn’t plan to in the following year; he also provided records from the account that documented no fundraising activity in the prior 12-month period. Process the annual reexamination effective 11/1/2024 using annual non-wage income of \$0 determined in Step 3.

Summary of Annual Income (as reported on the HUD-50058)

Samantha (Head of Household):

Own business: \$18,000

Pension: \$12,300

Child support: \$1,200

Fergus (Co-head):

Wages: \$9,360

Poole Family Total Annual Income: \$40,860

Chapter 12

TERMINATION OF ASSISTANCE AND TENANCY

HUD regulations specify mandatory and optional grounds for which a PHA can terminate a family's assistance. They also specify the circumstances under which an owner may terminate the tenancy of an assisted family. This chapter describes the policies that govern mandatory and optional terminations of assistance, and termination of tenancy by the owner. It is presented in three parts:

Part I: Grounds for Termination of Assistance. This part describes the various circumstances under which assistance under the program can be terminated by the family or by the PHA.

Part II: Approach to Termination of Assistance. This part describes the policies and the process that the PHA will use in evaluating decisions on whether to terminate assistance due to actions or inactions of the family where termination is an option. It specifies the alternatives that the PHA may consider in lieu of termination, the criteria the PHA will use when deciding what action to take, and the steps the PHA must take when terminating a family's assistance.

Part III: Termination of Tenancy by the Owner. This part describes the HUD policies that govern the owner's right to terminate an assisted tenancy.

PART I: GROUNDS FOR TERMINATION OF ASSISTANCE

12-I.A. OVERVIEW

HUD requires the PHA to terminate assistance for certain actions and inactions of the family and when the family no longer requires assistance due to increases in family income. HUD permits the PHA to terminate assistance for certain other actions or inactions of the family. In addition, a family may decide to withdraw from the program and terminate their HCV assistance at any time by notifying the PHA.

12-I.B. FAMILY NO LONGER REQUIRES ASSISTANCE [24 CFR 982.455]

As a family's income increases, the amount of the housing assistance payment decreases. If the amount of assistance provided by the PHA is reduced to zero, the family's assistance terminates automatically 180 days after the last HAP payment.

PHA Policy

If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify the PHA of the change and request an interim reexamination before the expiration of the 180-day period.

12-I.C. FAMILY CHOOSES TO TERMINATE ASSISTANCE

The family may request that the PHA terminate housing assistance payments on behalf of the family at any time.

PHA Policy

The request to terminate assistance should be made in writing and signed by the head of household, and spouse or cohead if applicable. Before terminating the family's assistance, the PHA will follow the notice requirements in Section 12-II.F.

12-I.D. MANDATORY TERMINATION OF ASSISTANCE

HUD requires the PHA to terminate assistance in the following circumstances.

Eviction [24 CFR 982.552(b)(2), 24 CFR 5.2005(c)(1)]

The PHA must terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. As discussed further in section 12-II.E, incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, or human trafficking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

PHA Policy

A family will be considered *evicted* if the family moves after a legal eviction order has been issued, whether or not physical enforcement of the order was necessary.

If a family moves after the owner has given the family an eviction notice for serious or repeated lease violations but before a legal eviction order has been issued, termination of assistance is not mandatory. In such cases the PHA will determine whether the family has committed serious or repeated violations of the lease based on available evidence and may terminate assistance or take any of the alternative measures described in section 12-II.C. In making its decision, the PHA will consider the factors described in sections 12-II.D and 12-II.E. Upon consideration of such factors, the PHA may, on a case-by-case basis, choose not to terminate assistance.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests.

Failure to Provide Consent [24 CFR 982.552(b)(3)]

The PHA must terminate assistance if any family member fails to sign and submit any consent form they are required to sign for a regular or interim reexamination. See Chapter 7 for a complete discussion of consent requirements.

Failure to Document Citizenship [24 CFR 982.552(b)(4) and [24 CFR 5.514(c)]

The PHA must terminate assistance if (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family; or (3) a family member, as determined by the PHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit.

For (3) above, such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated. See Chapter 7 for a complete discussion of documentation requirements.

Failure to Disclose and Document Social Security Numbers [24 CFR 5.218(c), Notice PIH 2018-24]

The PHA must terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.

However, if the family is otherwise eligible for continued program assistance, and the PHA determines that the family's failure to meet the SSN disclosure and documentation requirements was due to circumstances that could not have been foreseen and were outside of the family's control, the PHA may defer the family's termination and provide the opportunity to comply with the requirement within a period not to exceed 90 calendar days from the date the PHA determined the family to be noncompliant.

PHA Policy

The PHA will defer the family's termination and provide the family with the opportunity to comply with the requirement for a period of 90 calendar days for circumstances beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency, if there is a reasonable likelihood that the participant will be able to disclose an SSN by the deadline.

Methamphetamine Manufacture or Production [24 CFR 982.553(b)(1)(ii)]

The PHA must terminate assistance if any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.

Lifetime Registered Sex Offenders [Notice PIH 2012-28]

Should a PHA discover that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, the PHA must immediately terminate assistance for the household member.

In this situation, the PHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA must terminate assistance for the household.

Failure of Students to Meet Ongoing Eligibility Requirements [24 CFR 982.552(b)(5) and FR 4/10/06]

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have dependent children, is not residing with their parents in an HCV assisted household, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the PHA must terminate the student's assistance if, at the time of reexamination, either the student's income or the income of the student's parents (if applicable) exceeds the applicable income limit.

If a participant household consists of both eligible and ineligible students, the eligible students shall not be terminated, but must be issued a voucher to move with continued assistance in accordance with program regulations and PHA policies, or must be given the opportunity to lease in place if the terminated ineligible student members elect to move out of the assisted unit.

Death of the Sole Family Member [24 CFR 982.311(d) and Notice PIH 2010-9]

The PHA must immediately terminate program assistance for deceased single member households.

12-I.E. MANDATORY POLICIES AND OTHER AUTHORIZED TERMINATIONS

Mandatory Policies [24 CFR 982.553(b) and 982.551(l)]

HUD requires the PHA to establish policies that permit the PHA to terminate assistance if the PHA determines that:

- Any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
- Any household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents
- Any household member has violated the family's obligation not to engage in any drug-related criminal activity
- Any household member has violated the family's obligation not to engage in violent criminal activity

Use of Illegal Drugs and Alcohol Abuse

PHA Policy

The PHA will terminate a family's assistance if any household member is currently engaged in any illegal use of a drug, or has a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

The PHA will terminate assistance if any household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

Currently engaged in is defined as any use of illegal drugs during the previous three months.

The PHA will consider all credible evidence, including but not limited to, any record of arrests, convictions, or eviction of household members related to the use of illegal drugs or abuse of alcohol.

A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate assistance, the PHA will consider alternatives as described in Section 12-II.C and other factors described in Sections 12-II.D and 12-II.E. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate assistance.

Drug-Related and Violent Criminal Activity [24 CFR 5.100]

Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-related criminal activity is defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

Violent criminal activity means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

PHA Policy

The PHA will terminate a family's assistance if any household member has violated the family's obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program.

The PHA will consider all credible evidence, including but not limited to, any record of arrests and/or convictions of household members related to drug-related or violent criminal activity, and any eviction or notice to evict based on drug-related or violent criminal activity.

A record or records of arrest will not be used as the sole basis for the termination or proof that the participant engaged in disqualifying criminal activity.

In making its decision to terminate assistance, the PHA will consider alternatives as described in Section 12-II.C and other factors described in Sections 12-II.D and 12-II.E. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate assistance.

Other Authorized Reasons for Termination of Assistance
[24 CFR 982.552(c), 24 CFR 5.2005(c), 24 CFR 984.101(d)]

HUD permits the PHA to terminate assistance under a number of other circumstances. It is left to the discretion of the PHA whether such circumstances in general warrant consideration for the termination of assistance. As discussed further in section 12-II.E, the Violence against Women Act prohibits PHAs from considering incidents of, or criminal activity directly related to, domestic violence, dating violence, sexual assault, stalking, or human trafficking as reasons for terminating the assistance of a victim of such abuse.

Additionally, per 24 CFR 984.101(d), PHAs are no longer permitted to terminate assistance to a family due to the family's failure to meet its obligations under the Family Self-Sufficiency (FSS) contract of participation.

PHA Policy

The PHA **will** terminate a family's assistance if:

The family has failed to comply with any family obligations under the program.
See Exhibit 12-1 for a listing of family obligations and related PHA policies.

Any family member has been evicted from federally assisted housing in the last three years.

Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The family currently owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.

The family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

The family has breached the terms of a repayment agreement entered into with the PHA.

A family member has engaged in or threatened violent or abusive behavior toward PHA personnel.

Abusive or violent behavior towards PHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to terminate assistance, the PHA will consider alternatives as described in Section 12-II.C and other factors described in Sections 12-II.D and 12-II.E. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate assistance.

Family Absence from the Unit [24 CFR 982.312]

The family may be absent from the unit for brief periods. The PHA must establish a policy on how long the family may be absent from the assisted unit. However, the family may not be absent from the unit for a period of more than 180 consecutive calendar days for any reason. Absence in this context means that no member of the family is residing in the unit.

PHA Policy

The family may not be absent from the unit for an extended period. An extended period is defined as any period greater than two weeks or 14 calendar days. Any absences extending beyond 30 consecutive days must have PHA approval in writing prior to the absence. If the family's absence is in violation of the PHA policy, the family's assistance will be terminated.

If the family is absent from the unit for more than 180 consecutive calendar days, the family's assistance will be terminated. Notice of termination will be sent in accordance with Section 12-II.F.

Insufficient Funding [24 CFR 982.454]

The PHA may terminate HAP contracts if the PHA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

PHA Policy

The PHA will determine whether there is sufficient funding to pay for currently assisted families according to the policies in Part VIII of Chapter 16. If the PHA determines there is a shortage of funding, prior to terminating any HAP contracts, the PHA will determine if any other actions can be taken to reduce program costs.

In the event that the PHA decides to stop issuing vouchers as a result of a funding shortfall, and the PHA is not assisting the required number of special purpose vouchers (NED families, HUD-Veterans Affairs Supportive Housing (VASH) families, and family unification program (FUP) families), when the PHA resumes issuing vouchers, the PHA will issue vouchers first to the special purpose voucher families on its waiting list until it has reached the required number of special purpose vouchers, when applicable.

If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, the PHA will terminate HAP contracts as a last resort.

Prior to terminating any HAP contracts, the PHA will inform the local HUD field office. The PHA will terminate the minimum number needed in order to reduce HAP costs to a level within the PHA's annual budget authority.

If the PHA must terminate HAP contracts due to insufficient funding, the PHA will do so in accordance with the following criteria and instructions:

Families who have been assisted in the HCV program the longest will be the first to be terminated, excluding families that include elderly or disabled family members.

Families comprising the required number of special purpose vouchers, including nonelderly disabled (NED), HUD-Veteran's Affairs Supportive Housing (HUD-VASH), and family unification program (FUP) will be the last to be terminated.

PART II: APPROACH TO TERMINATION OF ASSISTANCE

12-II.A. OVERVIEW

The PHA is required by regulation to terminate a family's assistance for certain actions or inactions of the family. For other types of actions or inactions of the family, the regulations give the PHA the authority to either terminate the family's assistance or to take another action. This part discusses the various actions the PHA may choose to take when it has discretion, and outlines the criteria the PHA will use to make its decision about whether or not to terminate assistance. It also specifies the requirements for the notification to the family of the PHA's intent to terminate assistance.

12-II.B. METHOD OF TERMINATION [24 CFR 982.552(a)(3)]

Termination of assistance for a participant may include any or all of the following:

- Terminating housing assistance payments under a current HAP contract,
- Refusing to enter into a new HAP contract or approve a lease, or
- Refusing to process a request for or to provide assistance under portability procedures.

12-II.C. ALTERNATIVES TO TERMINATION OF ASSISTANCE

Change in Household Composition

As a condition of continued assistance, the PHA may require that any household member who participated in or was responsible for an offense no longer resides in the unit [24 CFR 982.552(c)(2)(ii)].

PHA Policy

As a condition of continued assistance, the head of household must certify that the culpable family member has vacated the unit and will not be permitted to visit or to stay as a guest in the assisted unit. The family must present evidence of the former family member's current address upon PHA request.

Repayment of Family Debts

PHA Policy

If a family owes amounts to the PHA, as a condition of continued assistance, the PHA will require the family to repay the full amount or to enter into a repayment agreement, within 30 days of receiving notice from the PHA of the amount owed. See Chapter 16 for policies on repayment agreements.

12-II.D. CRITERIA FOR DECIDING TO TERMINATE ASSISTANCE

Evidence

For criminal activity, HUD permits the PHA to terminate assistance if a *preponderance of the evidence* indicates that a household member has engaged in the activity, regardless of whether the household member has been arrested or convicted [24 CFR 982.553(c)].

PHA Policy

The PHA will use the concept of the preponderance of the evidence as the standard for making all termination decisions.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.

Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence

Use of Criminal Conviction Records after Admission [24 CFR 5.903]

The regulation at 24 CFR 5.903 governs a PHA's access to and use of criminal conviction records obtained from a "law enforcement agency" such as the National Crime Information Center (NCIC), police departments, and other law enforcement agencies that hold criminal conviction records. While the regulatory listing of permitted uses for these records includes PHA screening of applicants for admission to the HCV program, it specifically excludes the use of records for lease enforcement and eviction of HCV participants and excludes by omission a PHA's use of records to terminate assistance for participants. While a PHA has regulatory authority to use criminal conviction records for the purpose of applicant screening for admission, there is no corresponding authority to use these records to check for criminal and illegal drug activity by participants, and therefore, PHAs may not use records for this purpose. The limitations, however, do not apply to criminal conviction information searches from non-federal sources (i.e., sources other than the "law enforcement agencies" defined in 24 CFR 5.902(b)). There is no prohibition that bars a PHA from using non-federal sources to conduct criminal background checks of program participants.

Consideration of Circumstances [24 CFR 982.552(c)(2)(i)]

The PHA is permitted, but not required, to consider all relevant circumstances when determining whether a family's assistance should be terminated.

PHA Policy

The PHA will consider the following facts and circumstances when making its decision to terminate assistance:

The seriousness of the case, especially with respect to how it would affect other residents' safety or property

The effects that termination of assistance may have on other members of the family who were not involved in the action or failure to act

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities or (as discussed further in section 12-II.E) a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking

The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future

While a record or records of arrest will not be used as the sole basis for termination, an arrest may, however, trigger an investigation to determine whether the participant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:

- Any statements made by witnesses or the participant not included in the police report

- Whether criminal charges were filed

- Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal

- Any other evidence relevant to determining whether or not the participant engaged in disqualifying activity

Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

The PHA will require the participant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

In the case of program abuse, the dollar amount of the overpaid assistance and whether or not a false certification was signed by the family

Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]

If the family includes a person with disabilities, the PHA's decision to terminate the family's assistance is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

PHA Policy

If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of assistance, the PHA will determine whether the behavior is related to the disability. If so, upon the family's request, the PHA will determine whether alternative measures are appropriate as a reasonable accommodation. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed termination of assistance. See Chapter 2 for a discussion of reasonable accommodation.

12-II.E. TERMINATIONS RELATED TO DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, OR HUMAN TRAFFICKING

This section describes the protections against termination of assistance that the Violence against Women Act (VAWA) provides for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking. For general VAWA requirements, key VAWA definitions, and PHA policies pertaining to notification, documentation, and confidentiality, see section 16-IX of this plan.

VAWA Protections against Termination

VAWA provides four specific protections against termination of HCV assistance for victims of domestic violence, dating violence, sexual assault or stalking. (*Note: The second, third, and fourth protections also apply to terminations of tenancy or occupancy by owners participating in the HCV program, as do the limitations discussed under the next heading.*)

- Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

First, VAWA provides that a PHA may not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notification to the PHA, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, and who reasonably believed they were imminently threatened by harm from further violence if they remained in the unit [see 24 CFR 982.354(b)(4)].

Second, it provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, or human trafficking may not be construed either as a serious or repeated lease violation by the victim or as good cause to terminate the assistance of the victim [see 24 CFR 5.2005(c)(1)].

Third, it provides that criminal activity directly related to domestic violence, dating violence, sexual assault, stalking, or human trafficking may not be construed as cause for terminating the assistance of a tenant if a member of the tenant's household, a guest, or another person under the tenant's control is the one engaging in the criminal activity and the tenant or affiliated individual or other individual is the actual or threatened victim of the domestic violence, dating violence, sexual assault, stalking, or human trafficking [see 24 CFR 5.2005(c)(2)].

Fourth, it gives PHAs the authority to terminate assistance to any tenant or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence [24 CFR 5.2009(a)].

PHAs and owners may not coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA [FR Notice 1/4/23].

Limitations on VAWA Protections [24 CFR 5.2005(d) and (e)]

VAWA does not limit the authority of a PHA to terminate the assistance of a victim of abuse for reasons unrelated to domestic violence, dating violence, sexual assault, stalking, or human trafficking so long as the PHA does not subject the victim to a more demanding standard than it applies to other program participants [24 CFR 5.2005(d)(1)].

Likewise, VAWA does not limit the authority of a PHA to terminate the assistance of a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the assisted property if the victim is not terminated from assistance [24 CFR 5.2005(d)(2)].

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk
- The nature and severity of the potential harm
- The likelihood that the potential harm will occur
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

In order to demonstrate an actual and imminent threat, the PHA must have objective evidence of words, gestures, actions, or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a PHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat" [24 CFR 5.2005(d)(3)].

PHA Policy

In determining whether a program participant who is a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking is an actual and imminent threat to other tenants or those employed at or providing service to a property, the PHA will consider the following, and any other relevant, factors:

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, stalking or human trafficking

Whether the threat is a physical danger beyond a speculative threat

Whether the threat is likely to happen within an immediate time frame

Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the participant wishes to contest the PHA's determination that they are an actual and imminent threat to other tenants or employees, the participant may do so as part of the informal hearing.

Documentation of Abuse [24 CFR 5.2007]

PHA Policy

When an individual facing termination of assistance for reasons related to domestic violence, dating violence, sexual assault, stalking, or human trafficking claims protection under VAWA, the PHA will request that the individual provide documentation supporting the claim in accordance with the policies in section 16-IX.D of this plan.

The PHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases the PHA will document the waiver in the individual's file.

Terminating the Assistance of a Domestic Violence Perpetrator

Although VAWA provides protection against termination of assistance for victims of domestic violence, it does not provide such protection for perpetrators. VAWA gives the PHA the explicit authority to "terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others" without terminating assistance to "or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant" [24 CFR 5.2009(a)]. This authority is not dependent on a bifurcated lease or other eviction action by an owner against an individual family member. Further, this authority supersedes any local, state, or other federal law to the contrary. However, if the PHA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance. This means that the PHA must follow the same rules when terminating assistance to an individual as it would when terminating the assistance of an entire family [FR Notice 3/16/07].

If the perpetrator remains in the unit, the PHA continues to pay the owner until the PHA terminates the perpetrator from the program. The PHA must not stop paying HAP until 30 days after the owner bifurcates the lease to evict the perpetrator. The PHA may pay HAP for the full month if the 30-day period will end mid-month [Notice PIH 2017-08].

If the perpetrator is the only participant eligible to receive assistance, the PHA will provide any remaining participant a chance to establish eligibility for the program. If the remaining participant cannot do so, the PHA will provide them with 30 days to establish eligibility for another housing program prior to termination of the HAP contract.

PHA Policy

The PHA will terminate assistance to a family member if the PHA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the assistance of the remaining, nonculpable family members.

In making its decision, the PHA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to the PHA by the victim in accordance with this section and section 16-IX.D. The PHA will also consider the factors in section 12-II.D. Upon such consideration, the PHA may, on a case-by-case basis, choose not to terminate the assistance of the culpable family member.

If the PHA does terminate the assistance of the culpable family member, it will do so in accordance with applicable law, HUD regulations, and the policies in this plan.

12-II.F. TERMINATION NOTICE

HUD regulations require PHAs to provide written notice of termination of assistance to a family only when the family is entitled to an informal hearing. However, since the family's HAP contract and lease will also terminate when the family's assistance terminates [form HUD-52641], it is a good business practice to provide written notification to both owner and family anytime assistance will be terminated, whether voluntarily or involuntarily.

PHA Policy

Whenever a family's assistance will be terminated, the PHA will send a written notice of termination to the family and to the owner. The PHA will also send a form HUD-5382 and form HUD-5380 to the family with the termination notice. The notice will state the date on which the termination will become effective. This date generally will be at least 30 calendar days following the date of the termination notice, but exceptions will be made whenever HUD rules, other PHA policies, or the circumstances surrounding the termination require.

When the PHA notifies an owner that a family's assistance will be terminated, the PHA will, if appropriate, advise the owner of their right to offer the family a separate, unassisted lease.

If a family whose assistance is being terminated is entitled to an informal hearing, the notice of termination that the PHA sends to the family must meet the additional HUD and PHA notice requirements discussed in section 16-III.C of this plan. VAWA requires PHAs to provide notice of VAWA rights and the HUD 5382 form when a PHA terminates a household's housing benefits.

PHA Policy

Whenever the PHA decides to terminate a family's assistance because of the family's action or failure to act, the PHA will include in its termination notice the VAWA information described in section 16-IX.C of this plan and a form HUD-5382 and form HUD-5380. The PHA will request in writing that a family member wishing to claim protection under VAWA notify the PHA within 14 business days.

Still other notice requirements apply in two situations:

- If a criminal record is the basis of a family's termination, the PHA must provide a copy of the record to the subject of the record and the tenant so that they have an opportunity to dispute the accuracy and relevance of the record [24 CFR 982.553(d)(2)].
- If immigration status is the basis of a family's termination, as discussed in section 12-I.D, the special notice requirements in section 16-III.D must be followed.

PART III: TERMINATION OF TENANCY BY THE OWNER

12-III.A. OVERVIEW

Termination of an assisted tenancy is a matter between the owner and the family; the PHA is not directly involved. However, the owner is under some constraints when terminating an assisted tenancy. Termination of tenancy for certain reasons will also result in termination of assistance as discussed in this section.

12-III.B. GROUNDS FOR OWNER TERMINATION OF TENANCY [24 CFR 982.310, 24 CFR 5.2005(c), and Form HUD-52641-A, Tenancy Addendum]

During the term of the lease, the owner is not permitted to terminate the tenancy except for serious or repeated violations of the lease, certain violations of state or local law, or other good cause.

Serious or Repeated Lease Violations

The owner is permitted to terminate the family's tenancy for serious or repeated violations of the terms and conditions of the lease, except when the violations are related to incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, and human trafficking and the victim is protected from eviction by the Violence against Women Act of 2013 (see section 12-II.E). A serious lease violation includes failure to pay rent or other amounts due under the lease. However, the PHA's failure to make a HAP payment to the owner is not a violation of the lease between the family and the owner.

Violation of Federal, State, or Local Law

The owner is permitted to terminate the tenancy if a family member violates federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

Criminal Activity or Alcohol Abuse

The owner may terminate tenancy during the term of the lease if any *covered person*—meaning any member of the household, a guest, or another person under the tenant's control—commits any of the following types of criminal activity (for applicable definitions see 24 CFR 5.100):

- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises)
- Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises
- Any violent criminal activity on or near the premises
- Any drug-related criminal activity on or near the premises

However, in the case of criminal activity directly related to domestic violence, dating violence, sexual assault, stalking, or human trafficking if the tenant or an affiliated individual is the victim, the criminal activity may not be construed as cause for terminating the victim's tenancy (see section 12-II.E).

The owner may terminate tenancy during the term of the lease if any member of the household is:

- Fleeing to avoid prosecution, custody, or confinement after conviction for a crime or an attempt to commit a crime that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- Violating a condition of probation or parole imposed under federal or state law.

The owner may terminate tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

Evidence of Criminal Activity

The owner may terminate tenancy and evict by judicial action a family for criminal activity by a covered person if the owner determines the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction. This is the case except in certain incidents where the criminal activity directly relates to domestic violence, dating violence, sexual assault, stalking, or human trafficking, and the tenant or an affiliated individual is the victim or threatened victim of the domestic violence, dating violence, sexual assault, stalking, or human trafficking.

Other Good Cause

During the initial lease term, the owner may not terminate the tenancy for “other good cause” unless the owner is terminating the tenancy because of something the family did or failed to do. During the initial lease term or during any extension term, other good cause includes the disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises.

After the initial lease term, “other good cause” for termination of tenancy by the owner includes:

- Failure by the family to accept the offer of a new lease or revision
- The owner’s desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit
- A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rent)

After the initial lease term, the owner may give the family notice at any time, in accordance with the terms of the lease.

If a property is subject to foreclosure, during the term of the lease, the new owner of the property does not have good cause to terminate the tenant’s lease, unless the new owner will occupy the unit as their primary residence and has provided the tenant with at least a 90-day notice. In that case, the lease may be terminated effective on the date of sale, although the tenant is still entitled to a 90-day notice to vacate. See Section 13-II.G for a discussion of PHA policies relating to units in foreclosure.

12-III.C. EVICTION [24 CFR 982.310(e) and (f) and Form HUD-52641-A, Tenancy Addendum]

The owner must give the tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the notice must be given at or before commencement of the eviction action.

The notice of grounds may be included in, or may be combined with, any owner eviction notice to the tenant.

Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The owner may only evict the tenant from the unit by instituting a court action. The owner must give the PHA a copy of any eviction notice at the same time the owner notifies the family. The family is also required to give the PHA a copy of any eviction notice (see Chapter 5).

PHA Policy

If the eviction action is finalized in court, the owner must provide the PHA with documentation related to the eviction, including notice of the eviction date, as soon as possible, but no later than 5 business days following the court-ordered eviction.

12-III.D. DECIDING WHETHER TO TERMINATE TENANCY [24 CFR 982.310(h), 24 CFR 982.310(h)(4)]

An owner who has grounds to terminate a tenancy is not required to do so, and may consider all of the circumstances relevant to a particular case before making a decision. These might include:

- The nature of the offending action
- The seriousness of the offending action;
- The effect on the community of the termination, or of the owner's failure to terminate the tenancy;
- The extent of participation by the leaseholder in the offending action;
- The effect of termination of tenancy on household members not involved in the offending activity;
- The demand for assisted housing by families who will adhere to lease responsibilities;
- The extent to which the leaseholder has shown personal responsibility and taken all reasonable steps to prevent or mitigate the offending action;
- The effect of the owner's action on the integrity of the program.

The owner may require a family to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

In determining whether to terminate tenancy for illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, the owner may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully (42 U.S.C. 13661). For this purpose, the owner may require the tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

The owner's termination of tenancy actions must be consistent with the fair housing and equal opportunity provisions in 24 CFR 5.105.

An owner's decision to terminate tenancy for incidents related to domestic violence, dating violence, sexual assault, stalking, or human trafficking is limited by the Violence against Women Act (VAWA) and the conforming regulations in 24 CFR Part 5, Subpart L. (See section 12-II.E.)

12-III.E. EFFECT OF TENANCY TERMINATION ON THE FAMILY'S ASSISTANCE

If a termination is not due to a serious or repeated violation of the lease, and if the PHA has no other grounds for termination of assistance, the PHA may issue a new voucher so that the family can move with continued assistance (see Chapter 10).

EXHIBIT 12-1: STATEMENT OF FAMILY OBLIGATIONS

Following is a listing of a participant family's obligations under the HCV program:

- The family must supply any information that the PHA or HUD determines to be necessary, including submission of required evidence of citizenship or eligible immigration status.
- The family must supply any information requested by the PHA or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- The family must disclose and verify social security numbers and sign and submit consent forms for obtaining information.
- Any information supplied by the family must be true and complete.
- The family is responsible for any Housing Quality Standards (HQS) breach by the family caused by failure to pay tenant-provided utilities or appliances, or damages to the dwelling unit or premises beyond normal wear and tear caused by any member of the household or guest.

PHA Policy

Damages beyond normal wear and tear will be considered to be damages which could be assessed against the security deposit.

- The family must allow the PHA to inspect the unit at reasonable times and after reasonable notice, as described in Chapter 8 of this plan.
- The family must not commit any serious or repeated violation of the lease.

PHA Policy

The PHA will determine if a family has committed serious or repeated violations of the lease based on available evidence, including but not limited to, a court-ordered eviction or an owner's notice to evict, police reports, and affidavits from the owner, neighbors, or other credible parties with direct knowledge.

Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, living or housekeeping habits that cause damage to the unit or premises, and criminal activity. Generally, the criterion to be used will be whether or not the reason for the eviction was the fault of the tenant or guests. Any incidents of, or criminal activity related to, domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be construed as serious or repeated lease violations by the victim [see 24 CFR 5.2005(c)(1)].

- The family must notify the PHA and the owner before moving out of the unit or terminating the lease.

PHA Policy

The family must comply with lease requirements regarding written notice to the owner.

The family must provide written notice to the PHA at the same time the owner is notified.

- The family must promptly give the PHA a copy of any owner eviction notice.

- The family must use the assisted unit for residence by the family. The unit must be the family's only residence.
- The composition of the assisted family residing in the unit must be approved by the PHA. The family must promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

PHA Policy

The request to add a family member must be submitted in writing and approved prior to the person moving into the unit. The PHA will determine eligibility of the new member in accordance with the policies in Chapter 3.

- The family must promptly notify the PHA in writing if any family member no longer lives in the unit.
- If the PHA has given approval, a foster child or a live-in aide may reside in the unit. The PHA has the discretion to adopt reasonable policies concerning residency by a foster child or a live-in aide, and to define when PHA consent may be given or denied. For policies related to the request and approval/disapproval of foster children, foster adults, and live-in aides, see Chapter 3 (Sections I.K and I.M), and Chapter 11 (Section II.B).
- The family must not sublease the unit, assign the lease, or transfer the unit.

PHA Policy

Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.

- The family must supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.
- The family must promptly notify the PHA when the family is absent from the unit.

PHA Policy

Notice is required under this provision only when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 30 calendar days. Written notice must be provided to the PHA at the start of the extended absence.

- The family must pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease [Form HUD-52646, Voucher].
- The family must not own or have any interest in the unit, (other than in a cooperative and owners of a manufactured home leasing a manufactured home space).
- Family members must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program. (See Chapter 14, Program Integrity for additional information).

- Family members must not engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for HUD and PHA policies related to drug-related and violent criminal activity.
- Members of the household must not engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises. See Chapter 12 for a discussion of HUD and PHA policies related to alcohol abuse.
- An assisted family or member of the family must not receive HCV program assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.
- A family must not receive HCV program assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. [Form HUD-52646, Voucher]

Chapter 13

OWNERS

INTRODUCTION

Owners play a major role in the HCV program by supplying decent, safe, and sanitary housing for participating families.

The term “owner” refers to any person or entity with the legal right to lease or sublease a unit to a participant in the HCV program [24 CFR 982.4(b)]. The term “owner” includes a principal or other interested party [24 CFR 982.453; 24 CFR 982.306(f)], such as a designated agent of the owner.

Owners have numerous responsibilities under the program, including screening and leasing to families, maintaining the dwelling unit, enforcing the lease, and complying with various contractual obligations.

The chapter is organized in two parts:

Part I: Owners in the HCV Program. This part discusses the role of an owner in the PHA’s HCV program and highlights key owner rights and responsibilities.

Part II: HAP Contracts. This part explains provisions of the HAP contract and the relationship between the PHA and the owner as expressed in the HAP contract.

For detailed information about HCV program responsibilities and processes, including PHA policies in key areas, owners will need to refer to several other chapters in this plan. Where appropriate, Chapter 13 will reference the other chapters.

PART I. OWNERS IN THE HCV PROGRAM

13-I.A. OWNER RECRUITMENT AND RETENTION [HCV GB, pp. 2-4 to 2-6; HCV Landlord Strategy Guidebook for PHAs]

Recruitment

PHAs are responsible for ensuring that very low-income families have access to all types and ranges of affordable housing in the PHA's jurisdiction, particularly housing outside areas of poverty or minority concentration. A critical element in fulfilling this responsibility is for the PHA to ensure that a sufficient number of owners, representing all types and ranges of affordable housing in the PHA's jurisdiction, are willing to participate in the HCV program.

To accomplish this objective, PHAs must identify and recruit new owners to participate in the program.

If the PHA will be conducting outreach events, the PHA must ensure that notices and communications during outreach events are provided in a manner that is effective for persons with hearing, visual, and other communications-related disabilities. PHAs must also take reasonable steps to ensure meaningful access to programs to persons with limited English proficiency.

PHA Policy

The PHA will conduct owner outreach to ensure that owners are familiar with the program and its advantages. The PHA will actively recruit property owners with property located outside areas of poverty and minority concentration. These outreach strategies will include:

- Distributing printed material about the program to property owners and managers

- Contacting property owners and managers by phone or in-person

- Holding owner recruitment/information meetings at least once a year

- Participating in community-based organizations comprised of private property and apartment owners and managers

- Developing working relationships with owners, apartment associations, industry investor groups, and real estate brokers associations

- To the extent practical, partnering with and attending events hosted by other area agencies to deliver information about the HCV program

- Attending meetings with representatives of Dubuque Landlord Association

Outreach strategies will be monitored for effectiveness and adapted accordingly.

Retention

In addition to recruiting owners to participate in the HCV program, the PHA must also provide the kind of customer service that will encourage participating owners to remain active in the program.

PHA Policy

All PHA activities that may affect an owner's ability to lease a unit will be processed as rapidly as possible, in order to minimize vacancy losses for owners.

The PHA will provide owners with a handbook that explains the program, including HUD and PHA policies and procedures, in easy-to-understand language.

The PHA will give special attention to helping new owners succeed through activities such as:

- Providing the owner with a designated PHA contact person.

- Coordinating inspection and leasing activities between the PHA, the owner, and the family.

- Initiating telephone contact with the owner to explain the inspection process and providing an inspection booklet and other resource materials about HUD housing quality standards.

- Providing other written information about how the program operates through a landlord handbook, including answers to frequently asked questions.

- Contacting owners via emails or texts to disseminate information.

Additional services may be undertaken on an as-needed basis, and as resources permit.

13-I.B. BASIC HCV PROGRAM REQUIREMENTS

HUD requires the PHA to assist families in their housing search by providing the family with a list of landlords or other parties known to the PHA who may be willing to lease a unit to the family, or to help the family find a unit. Although the PHA cannot maintain a list of owners that are pre-qualified to participate in the program, owners may indicate to the PHA their willingness to lease a unit to an eligible HCV family, or to help the HCV family find a unit [24 CFR 982.301(b)(11)].

PHA Policy

Owners that wish to indicate their willingness to lease a unit to an eligible HCV family or to help the HCV family find a unit must notify the PHA. The PHA will maintain a listing of such owners and provide this listing to the HCV family as part of the informational briefing packet.

When a family approaches an owner to apply for tenancy, the owner is responsible for screening the family and deciding whether to lease to the family, just as the owner would with any potential unassisted tenant. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or suitability for tenancy. See chapters 3 and 9 for more detail on tenant family screening policies and process.

If the owner is willing, the family and the owner must jointly complete a Request for Tenancy Approval (RTA, Form HUD 52517), which constitutes the family's request for assistance in the specified unit, and which documents the owner's willingness to lease to the family and to follow the program's requirements. When submitted to the PHA, this document is the first step in the process of obtaining approval for the family to receive the financial assistance it will need in order to occupy the unit. Also submitted with the RTA is a copy of the owner's proposed dwelling lease, including the HUD-required Tenancy Addendum (Form HUD-52641-A). See Chapter 9 for more detail on request for tenancy approval policies and process.

HUD regulations stipulate requirements for the approval of an assisted tenancy.

The owner must be qualified to participate in the program [24 CFR 982.306]. Some owners are precluded from participating in the program, or from renting to a particular family, either because of their past history with this or another federal housing program, or because of certain conflicts of interest. Owner qualifications are discussed later in this chapter.

The selected unit must be of a type that is eligible for the program [24 CFR 982.305(a)]. Certain types of dwelling units cannot be assisted under the HCV program. Other types may be assisted under certain conditions. See chapter 9 for more detail on unit eligibility policies and process.

The selected unit must meet HUD's Housing Quality Standards (HQS) and/or equivalent state or local standards approved by HUD [24 CFR 982.305(a)]. The PHA will inspect the owner's dwelling unit at least annually to ensure that the unit continues to meet HQS requirements. See chapter 8 for a discussion of the HQS standards and policies for HQS inspections at initial lease-up and throughout the family's tenancy.

The PHA must determine that the proposed rent for the unit is reasonable [24 CFR 982.305(a)]. The rent must be reasonable in relation to comparable unassisted units in the area and must not be in excess of rents charged by the owner for comparable, unassisted units on the premises. See chapter 8 for a discussion of requirements and policies on rent reasonableness, rent comparability and the rent reasonableness determination process.

At initial lease-up of a unit, if the gross rent exceeds the applicable payment standard, the PHA must ensure that the family share does not exceed 40 percent of the family's monthly adjusted income [24 CFR 982.305(a)]. See chapter 6 for a discussion of the calculation of family income, family share of rent and HAP.

The dwelling lease must comply with all program requirements [24 CFR 982.308]. Owners are encouraged to use their standard leases when renting to an assisted family. The HUD Tenancy Addendum includes the HUD requirements governing the tenancy and must be added word-for-word to the owner's lease. See chapter 9 for a discussion of the dwelling lease and tenancy addendum, including lease terms and provisions.

The PHA and the owner must execute a Housing Assistance Payment (HAP) Contract (Form HUD-52641). The HAP contract format is prescribed by HUD. See chapter 9 for a discussion of the HUD requirements for execution of the HAP contract.

13-I.C. OWNER RESPONSIBILITIES [24 CFR 982.452]

The basic owner responsibilities in the HCV program are outlined in the regulations as follows:

- Complying with all of the owner's obligations under the housing assistance payments (HAP) contract and the lease
- Performing all management and rental functions for the assisted unit, including selecting a voucher-holder to lease the unit, and deciding if the family is suitable for tenancy of the unit
- Maintaining the unit in accordance with the Housing Quality Standards (HQS), including performance of ordinary and extraordinary maintenance
- Complying with equal opportunity requirements
- Preparing and furnishing to the PHA information required under the HAP contract
- Collecting the security deposit, the tenant rent, and any charges for unit damage by the family.
- Enforcing tenant obligations under the dwelling lease
- Paying for utilities and services that are not the responsibility of the family as specified in the lease
- Allowing reasonable modifications to a dwelling unit occupied or to be occupied by a disabled person [24 CFR 100.203]
- Complying with the Violence against Women Act (VAWA) when screening prospective HCV tenants or terminating the tenancy of an HCV family [see 24 CFR Part 5, Subpart L; 24 CFR 982.310(h)(4); 24 CFR 982.452(b)(1); and FR Notice 1/4/23]

13-I.D. OWNER QUALIFICATIONS

The PHA does not formally approve an owner to participate in the HCV program. However, there are a number of criteria where the PHA may deny approval of an assisted tenancy based on past owner behavior, conflict of interest, or other owner-related issues. No owner has a right to participate in the HCV program [24 CFR 982.306(e)].

Owners Barred from Participation [24 CFR 982.306(a) and (b)]

The PHA must not approve the assisted tenancy if the PHA has been informed that the owner has been debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24. HUD may direct the PHA not to approve a tenancy request if a court or administrative agency has determined that the owner violated the Fair Housing Act or other federal equal opportunity requirements, or if such an action is pending.

Leasing to Relatives [24 CFR 982.306(d), HCV GB p. 11-2]

The PHA must not approve a tenancy if the owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family. The PHA may make an exception as a reasonable accommodation for a family member with a disability. The owner is required to certify that no such relationship exists. This restriction applies at the time that the family receives assistance under the HCV program for occupancy of a particular unit. Current contracts on behalf of owners and families that are related may continue, but any new leases or contracts for these families may not be approved.

Conflict of Interest [24 CFR 982.161; HCV GB p. 8-19; Form HUD-52641, Section 13]

The PHA must not approve a tenancy in which any of the following classes of persons has any interest, direct or indirect, during tenure or for one year thereafter:

- Any present or former member or officer of the PHA (except a participant commissioner)
- Any employee of the PHA, or any contractor, subcontractor or agent of the PHA, who formulates policy or who influences decisions with respect to the programs
- Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the programs
- Any member of the Congress of the United States

Such “covered individual” may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or for one year thereafter.

Immediate family member means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister, or brother (including a stepsister or stepbrother) of any covered individual.

HUD may waive the conflict of interest requirements, except for members of Congress, for good cause. The PHA must submit a waiver request to the appropriate HUD Field Office for determination.

Any waiver request submitted by the PHA must include the following [HCV Guidebook pp.11-2 and 11-3]:

- Complete statement of the facts of the case;
- Analysis of the specific conflict of interest provision of the HAP contract and justification as to why the provision should be waived;
- Analysis of and statement of consistency with state and local laws. The local HUD office, the PHA, or both parties may conduct this analysis. Where appropriate, an opinion by the state's attorney general should be obtained;
- Opinion by the local HUD office as to whether there would be an appearance of impropriety if the waiver were granted;
- Statement regarding alternative existing housing available for lease under the HCV program or other assisted housing if the waiver is denied;
- If the case involves a hardship for a particular family, statement of the circumstances and discussion of possible alternatives;
- If the case involves a public official or member of the governing body, explanation of their duties under state or local law, including reference to any responsibilities involving the HCV program;
- If the case involves employment of a family member by the PHA or assistance under the HCV program for an eligible PHA employee, explanation of the responsibilities and duties of the position, including any related to the HCV program;
- If the case involves an investment on the part of a member, officer, or employee of the PHA, description of the nature of the investment, including disclosure/divestiture plans.

Where the PHA has requested a conflict of interest waiver, the PHA may not execute the HAP contract until HUD has made a decision on the waiver request.

PHA Policy

In considering whether to request a conflict of interest waiver from HUD, the PHA will consider certain factors such as consistency of the waiver with state and local laws, the existence of alternative housing available to families, the individual circumstances of a particular family, the specific duties of individuals whose positions present a possible conflict of interest, the nature of any financial investment in the property and plans for disclosure/divestiture, and the possible appearance of impropriety.

Owner Actions That May Result in Disapproval of a Tenancy Request [24 CFR 982.306(c)]

HUD regulations permit the PHA to disapprove a request for tenancy for various actions and inactions of the owner.

If the PHA disapproves a request for tenancy because an owner is not qualified, it may not terminate the HAP contract for any assisted families that are already living in the owner's properties unless the owner has violated the HAP contract for those units [HCV GB p. 11-4].

PHA Policy

The PHA will refuse to approve a request for tenancy if the PHA becomes aware that any of the following are true:

The owner has violated obligations under a HAP contract under Section 8 of the 1937 Act (42 U.S.C. 1437f);

The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

The owner has engaged in any drug-related criminal activity or any violent criminal activity;

The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;

The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

- (i) Threatens the right to peaceful enjoyment of the premises by other residents;
- (ii) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;
- (iii) Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or
- (iv) Is drug-related criminal activity or violent criminal activity;

The owner has a history or practice of renting units that fail to meet state or local housing codes; or

The owner has not paid state or local real estate taxes, fines, or assessment.

In considering whether to disapprove owners for any of the discretionary reasons listed above, the PHA will consider any mitigating factors. Such factors may include, but are not limited to, the seriousness of the violation in relation to program requirements, the impact on the ability of families to lease units under the program, health and safety of participating families, among others. Upon consideration of such circumstances, the PHA may, on a case-by-case basis, choose to approve an owner.

Legal Ownership of Unit

The following represents PHA policy on legal ownership of a dwelling unit to be assisted under the HCV program.

PHA Policy

The PHA will only enter into a contractual relationship with the legal owner of a qualified unit. No tenancy will be approved without acceptable documentation of legal ownership (e.g., deed of trust, proof of taxes for most recent year).

13-I.E. NON-DISCRIMINATION [HAP Contract – Form HUD-52641]

The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability, in connection with any actions or responsibilities under the HCV program and the HAP contract with the PHA.

The owner must cooperate with the PHA and with HUD in conducting any equal opportunity compliance reviews and complaint investigations in connection with the HCV program and the HAP contract with the PHA.

See Chapter 2 for a more thorough discussion of Fair Housing and Equal Opportunity requirements in the HCV program.

PART II. HAP CONTRACTS

13-II.A. OVERVIEW

The HAP contract represents a written agreement between the PHA and the owner of the dwelling unit occupied by a HCV assisted family. The contract spells out the owner's responsibilities under the program, as well as the PHA's obligations. Under the HAP contract, the PHA agrees to make housing assistance payments to the owner on behalf of the family approved by the PHA to occupy the unit.

The HAP contract is used for all HCV tenant-based program tenancies except for assistance under the Section 8 homeownership program, and assistance to families that own a manufactured home and use their assistance to lease the space for the manufactured home. See chapter 15 for a discussion of any special housing types included in the PHA's HCV program.

When the PHA has determined that the unit meets program requirements and the tenancy is approvable, the PHA and owner must execute the HAP contract. See chapter 9 for a discussion of the leasing process, including provisions for execution of the HAP contract.

13-II.B. HAP CONTRACT CONTENTS

The HAP contract format is required by HUD, specifically Housing Assistance Payment (HAP) Contract, Form HUD-52641.

The HAP contract contains three parts.

Part A of the contract includes basic contract information: the names of the tenant and all household members, the address of the contract unit, start and end dates of initial lease term, the amount of initial monthly rent to owner, the amount of initial housing assistance payment, the utilities and appliances to be supplied by owner and tenant, and the signatures of the PHA representative and owner [HCV Guidebook, pp. 11-10 and 11-11].

In general, the HAP contract cannot be modified. However, PHAs do have the discretion to add language to Part A of the HAP contract which prohibits the owner from collecting a security deposit in excess of private market practices or in excess of amounts charged to unassisted tenants. PHA policy on the amount of security deposit an owner may collect is found in Chapter 9.

PHAs also have the discretion to add language to Part A of the HAP contract that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner).

PHA Policy

The PHA has not adopted a policy that defines when the housing assistance payment by the PHA is deemed received by the owner. Therefore, no modifications to the HAP contract will be necessary.

Part B is the body of the contract. It describes in detail program requirements affecting the owner and owner roles and responsibilities under the HCV program. Most of the requirements contained in Part B of the HAP contract are outlined elsewhere in this plan. Topics addressed in Part B include:

- Lease of Contract Unit
- Maintenance, Utilities, and Other Services
- Term of HAP Contract
- Provision and Payment of Utilities and Appliances
- Rent to Owner: Reasonable Rent
- PHA Payment to Owner
- Prohibition of Discrimination
- Owner's Breach of HAP Contract
- PHA and HUD Access to Premises and Owner's Records
- Exclusion of Third Party Rights
- Conflict of Interest
- Assignment of the HAP Contract
- Written Notices
- Entire Agreement Interpretation

Part C of the contract includes the Tenancy Addendum (Form HUD-52641-A). The addendum sets forth the tenancy requirements for the program and the composition of the household, as approved by the PHA. The tenant has the right to enforce the Tenancy Addendum against the owner. The terms of the Tenancy Addendum prevail over any other provisions of the lease.

13-II.C. HAP CONTRACT PAYMENTS

General

During the term of the HAP contract, and subject to the provisions of the HAP contract, the PHA must make monthly HAP payments to the owner on behalf of the family at the beginning of each month. If a lease term begins after the first of the month, the HAP payment for the first month is prorated for a partial month.

The amount of the HAP payment is determined according to the policies described in Chapter 6 and is subject to change during the term of the HAP contract. The PHA must notify the owner and the family in writing of any changes in the HAP payment.

HAP payments can be made only during the lease term, and only while the family is residing in the unit.

The monthly HAP payment by the PHA is credited toward the monthly rent to owner under the family's lease. The total of the rent paid by the tenant and the HAP payment is equal to the rent to owner as specified in the lease.

The family is not responsible for payment of the HAP payment, and the PHA is not responsible for payment of the family share of rent.

The family's share of the rent cannot be more than the difference between the rent to owner and the HAP payment. The owner may not demand or accept any rent payment from the tenant in excess of this maximum [24 CFR 982.451(b)(4)]. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises [24 CFR 982.510(c)]. See chapter 9 for a discussion of separate, non-lease agreements for services, appliances and other items that are not included in the lease.

If the owner receives any excess HAP from the PHA, the excess amount must be returned immediately. If the PHA determines that the owner is not entitled to all or a portion of the HAP, the PHA may deduct the amount of overpayment from any amounts due to the owner, including amounts due under any other Section 8 HCV contract. See Chapter 16 for additional detail on owner reimbursement of HAP overpayments.

Owner Certification of Compliance

Unless the owner complies with all provisions of the HAP contract, the owner is not entitled to receive housing assistance payments under the HAP contract [HAP Contract – Form HUD-52641].

By accepting the monthly check from the PHA, the owner certifies to compliance with the terms of the HAP contract. This includes certification that the owner is maintaining the unit and premises in accordance with HQS; that the contract unit is leased to the tenant family and, to the best of the owner's knowledge, the family resides in the unit as the family's only residence; the rent to owner does not exceed rents charged by the owner for comparable unassisted units on the premises; and that the owner does not receive (other than rent to owner) any additional payments or other consideration for rent of the contract unit during the HAP term.

Late HAP Payments [24 CFR 982.451(a)(5)]

The PHA is responsible for making HAP payments promptly when due to the owner, in accordance with the terms of the HAP contract. After the first two calendar months of the HAP contract term, the HAP contract provides for late penalties if the PHA fails to make the HAP payment on time.

Penalties for late HAP payments can only be imposed if 1) the penalties are in accordance with generally accepted local rental market practices and law governing penalties for late payment by tenants; 2) it is the owner's normal business practice to charge late payment penalties for both assisted and unassisted families; and 3) the owner charges the assisted family for late payment of the family's share of the rent.

The PHA is not required to pay a late payment penalty if HUD determines that the payment is late for reasons beyond the PHA's control. In addition, late payment penalties are not required if the PHA intentionally delays or denies payment as a remedy to an owner breach of the HAP contract [HCV Guidebook p. 11-7].

Termination of HAP Payments [24 CFR 982.311(b)]

The PHA must continue making housing assistance payments to the owner in accordance with the HAP contract as long as the tenant continues to occupy the unit and the HAP contract is not violated.

HAP payments terminate when the HAP contract terminates or when the tenancy is terminated in accordance with the terms of the lease.

If the owner has initiated eviction proceedings against the family and the family continues to reside in the unit, the PHA must continue to make housing assistance payments to the owner until the owner has obtained a court judgment or other process allowing the owner to evict the tenant.

PHA Policy

The owner must inform the PHA when the owner has initiated eviction proceedings against the family and the family continues to reside in the unit.

The owner must inform the PHA when the owner has obtained a court judgment or other process allowing the owner to evict the tenant and provide the PHA with a copy of such judgment or determination.

After the owner has obtained a court judgment or other process allowing the owner to evict the tenant, the PHA will continue to make HAP payments to the owner until the family actually moves from the unit or until the family is physically evicted from the unit, whichever is earlier. The owner must inform the PHA of the date when the family actually moves from the unit or the family is physically evicted from the unit.

13-II.D. BREACH OF HAP CONTRACT [24 CFR 982.453]

Any of the following actions by the owner constitutes a breach of the HAP contract:

- If the owner violates any obligations under the HAP contract including failure to maintain the unit in accordance with HQS
- If the owner has violated any obligation under any other HAP contract under Section 8
- If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program
- For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulation for the applicable program; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan
- If the owner has engaged in drug-related criminal activity
- If the owner has committed any violent criminal activity

If the PHA determines that a breach of the HAP contract has occurred, it may exercise any of its rights and remedies under the HAP contract.

The PHA rights and remedies against the owner under the HAP contract include recovery of any HAP overpayment, suspension of housing assistance payments, abatement or reduction of the housing assistance payment, termination of the payment or termination of the HAP contract. The PHA may also obtain additional relief by judicial order or action.

The PHA must notify the owner of its determination and provide in writing the reasons for the determination. The notice may require the owner to take corrective action by an established deadline. The PHA must provide the owner with written notice of any reduction in housing assistance payments or the termination of the HAP contract.

PHA Policy

Before the PHA invokes a remedy against an owner, the PHA will evaluate all information and documents available to determine if the contract has been breached.

If relevant, the PHA will conduct an audit of the owner's records pertaining to the tenancy or unit.

If it is determined that the owner has breached the contract, the PHA will consider all of the relevant factors including the seriousness of the breach, the effect on the family, the owner's record of compliance and the number and seriousness of any prior HAP contract violations.

13-II.E. HAP CONTRACT TERM AND TERMINATIONS

The term of the HAP contract runs concurrently with the term of the dwelling lease [24 CFR 982.451(a)(2)], beginning on the first day of the initial term of the lease and terminating on the last day of the term of the lease, including any lease term extensions.

The HAP contract and the housing assistance payments made under the HAP contract terminate if [HCV Guidebook pp.11-4 and 11-5, pg. 15-3]:

- The owner or the family terminates the lease;
- The lease expires;
- The PHA terminates the HAP contract;
- The PHA terminates assistance for the family;
- The family moves from the assisted unit. In this situation, the owner is entitled to keep the housing assistance payment for the month when the family moves out of the unit.
- 180 calendar days have elapsed since the PHA made the last housing assistance payment to the owner;
- The family is absent from the unit for longer than the maximum period permitted by the PHA;
- The Annual Contributions Contract (ACC) between the PHA and HUD expires
- The PHA elects to terminate the HAP contract.

PHA Policy

The PHA may elect to terminate the HAP contract in each of the following situations:

Available program funding is not sufficient to support continued assistance for families in the program [24 CFR 982.454];

The unit does not meet HQS size requirements due to change in family composition [24 CFR 982.403] – see chapter 8;

The unit does not meet HQS [24 CFR 982.404] – see chapter 8;

The family breaks up [HUD Form 52641] – see chapter 3;

The owner breaches the HAP contract [24 CFR 982.453(b)] – see Section 13-II.D.

If the PHA terminates the HAP contract, the PHA must give the owner and the family written notice. The notice must specify the reasons for the termination and the effective date of the termination. Once a HAP contract is terminated, no further HAP payments may be made under that contract [HCV Guidebook pg.15-4].

PHA Policy

Generally, the HAP contract terminates at the end of the calendar month that follows the calendar month in which the PHA gives written notice to the owner.

The PHA cannot make any HAP payment for any month after the month the family vacates the unit.

The owner is not entitled to any housing assistance payment after this period and must return to the PHA any housing assistance payment received after this period.

If the family moves from the assisted unit into a new unit, even if the new unit is in the same building or complex as the assisted unit, the HAP contract for the assisted unit terminates. A new HAP contract would be required [HCV GB, p. 11-17].

When the family moves from an assisted unit into a new unit, the term of the HAP contract for the new unit may begin in the same month in which the family moves out of its old unit. This is not considered a duplicative subsidy [HCV GB, p. 8-22].

13-II.F. CHANGE IN OWNERSHIP / ASSIGNMENT OF THE HAP CONTRACT [HUD-52641]

The HAP contract cannot be assigned to a new owner without the prior written consent of the PHA.

An owner under a HAP contract must notify the PHA in writing prior to a change in the legal ownership of the unit. The owner must supply all information as requested by the PHA.

Prior to approval of assignment to a new owner, the new owner must agree to be bound by and comply with the HAP contract. The agreement between the new owner and the former owner must be in writing and in a form that the PHA finds acceptable. The new owner must provide the PHA with a copy of the executed agreement.

PHA Policy

Assignment of the HAP contract will be approved only if the new owner is qualified to become an owner under the HCV program according to the policies in Section 13-I.D. of this chapter.

The PHA must receive a signed, written request from the existing owner stating the name and address of the new HAP payee and the effective date of the assignment in order to change the HAP payee under an outstanding HAP contract.

Within 10 business days of receiving the owner's request, the PHA will inform the current owner in writing whether the assignment may take place.

The new owner must provide a written certification to the PHA that includes:

- A copy of the escrow statement or other document showing the transfer of title and recorded deed;

- A copy of the owner's IRS Form W-9, Request for Taxpayer Identification Number and Certification, or the social security number of the new owner;

- The effective date of the HAP contract assignment;

- A written agreement to comply with the terms of the HAP contract; and

- A certification that the new owner is not a prohibited relative.

If the new owner does not agree to an assignment of the HAP contract, or fails to provide the necessary documents, the PHA will terminate the HAP contract with the old owner. If the new owner wants to offer the family a new lease, and the family elects to stay with continued assistance, the PHA will process the leasing in accordance with the policies in Chapter 9.

13-II.G. FORECLOSURE [Notice PIH 2010-49]

Families receiving HCV assistance are entitled to certain protections set forth under the Protecting Tenants at Foreclosure Act (PTFA). During the term of the lease, the new owner of the property does not have good cause to terminate the tenant's lease, unless the new owner will occupy the unit as their primary residence and has provided the tenant with at least a 90-day notice. In that case, the lease may be terminated effective on the date of sale, although the tenant is still entitled to a 90-day notice to vacate. Further, the new owner assumes interest in the lease between the prior owner and the tenant and to the HAP contract.

Any state or local law that provides longer time periods or other additional protections for tenants also applies.

PHA Policy

If a property is in foreclosure, the PHA will make all reasonable efforts to determine the status of the foreclosure and ownership of the property and will continue to make payments to the original owner until ownership legally transfers in accordance with the HAP contract.

The PHA will attempt to obtain a written acknowledgement of the assignment of the HAP contract from the successor in interest. This will include a request for owner information, including a tax identification number and payment instructions from the new owner. Even if the new owner does not acknowledge the assignment of the HAP contract in writing, the assignment is still effective by operation of law.

The PHA will inform the tenant that they must continue to pay rent in accordance with the lease, and if the new owner refuses to accept payment or cannot be identified, the tenant should pay rent into escrow. Failure to pay rent may constitute an independent ground for eviction.

In the event that the PHA is unable to make HAP payments to the new owner due to an action or inaction by the new owner that prevents such payments (e.g., rejection of payments or failure to maintain the property according to HQS), or due to an inability to identify the new owner, the PHA will either use the funds to pay:

The utilities that are the owner's responsibility after taking reasonable steps to notify the owner; except that if the unit has been or will be rendered uninhabitable due to termination or threat of termination of service, prior notice is not required. In the latter case, the PHA shall notify the owner within a reasonable time after making the utility payment; or

For the family's reasonable moving costs, including security deposit costs.

The PHA will also refer the tenant, as needed, to the local legal aid office in order to ensure adequate protection of the tenant's rights and enforcement of the successor in interest's performance under the HAP contract.

See Section 12-III.B for a discussion of foreclosure as it pertains to owner termination of tenancy.

Chapter 14

PROGRAM INTEGRITY

INTRODUCTION

The PHA is committed to ensuring that subsidy funds made available to the PHA are spent in accordance with HUD requirements.

This chapter covers HUD and PHA policies designed to prevent, detect, investigate, and resolve instances of program abuse or fraud. It also describes the actions that will be taken in the case of unintentional errors and omissions.

Part I: Preventing, Detecting, and Investigating Errors and Program Abuse. This part presents PHA policies related to preventing, detecting, and investigating errors and program abuse.

Part II: Corrective Measures and Penalties. This part describes the corrective measures the PHA must and may take when errors or program abuses are found.

PART I: PREVENTING, DETECTING, AND INVESTIGATING ERRORS AND PROGRAM ABUSE

14-I.A. PREVENTING ERRORS AND PROGRAM ABUSE

HUD created the Enterprise Income Verification (EIV) system to provide PHAs with a powerful tool for preventing errors and detecting program abuse. PHAs are required to use the EIV system at annual reexamination in accordance with HUD administrative guidance [24 CFR 5.233]. PHAs are further required to:

- Provide applicants and participants with form HUD-52675, “Debts Owed to PHAs and Terminations”
- Require all adult members of an applicant or participant family to acknowledge receipt of form HUD-52675 by signing a copy of the form for retention in the family file

PHA Policy

To ensure that the PHA’s HCV program is administered according to the highest ethical and legal standards, the PHA will employ a variety of techniques to ensure that both errors and intentional program abuse are rare.

The PHA will discuss program compliance and integrity issues during the voucher briefing sessions described in Chapter 5.

The PHA will provide each applicant and participant with a copy of “Is Fraud Worth It?” (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse.

The PHA will provide each applicant and participant with a copy of “What You Should Know about EIV,” a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2017-12. In addition, the PHA will require the head of each household to acknowledge receipt of the guide by signing a copy for retention in the family file.

The PHA will place a warning statement about the penalties for fraud (as described in 18 U.S.C. 1001 and 1010) on key PHA forms and form letters that request information from a family or owner.

PHA staff will be required to review and explain the contents of all HUD- and PHA-required forms prior to requesting family member signatures.

At every regular reexamination, PHA staff will explain any changes in HUD regulations or PHA policy that affect program participants.

The PHA will require first-time owners (or their agents) to participate in a briefing session on HAP contract requirements.

The PHA will provide owners with ongoing information about the program, with an emphasis on actions and situations to avoid.

The PHA will provide each PHA employee with the necessary training on program rules and the organization’s standards of conduct and ethics.

For purposes of this chapter the term *error* refers to an unintentional error or omission. *Program abuse or fraud* refers to a single act or pattern of actions that constitute a false statement, omission, or concealment of a substantial fact, made with the intent to deceive or mislead.

14-I.B. DETECTING ERRORS AND PROGRAM ABUSE

In addition to taking steps to prevent errors and program abuse, the PHA will use a variety of activities to detect errors and program abuse.

Quality Control and Analysis of Data

Under the Section 8 Management Assessment Program (SEMAP), HUD requires the PHA to review a random sample of tenant records annually to determine if the records conform to program requirements and to conduct quality control inspections of a sample of units to ensure HQS compliance [24 CFR, Part 985]. (See Chapter 16 for additional information about SEMAP requirements).

PHA Policy

In addition to the SEMAP quality control requirements, the PHA will employ a variety of methods to detect errors and program abuse.

The PHA routinely will use HUD and other non-HUD sources of up-front income verification. This includes The Work Number and any other private or public databases available to the PHA.

At each annual reexamination, current information provided by the family will be compared to information provided at the last annual reexamination to identify inconsistencies and incomplete information.

The PHA will compare family-reported income and expenditures to detect possible unreported income.

Independent Audits and HUD Monitoring

OMB Circular A-133 requires all PHAs that expend \$500,000 or more in federal awards annually to have an independent audit (IPA). In addition, HUD conducts periodic on-site and automated monitoring of PHA activities and notifies the PHA of errors and potential cases of program abuse.

PHA Policy

The PHA will use the results reported in any IPA or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the PHA's error detection and abuse prevention efforts.

Individual Reporting of Possible Errors and Program Abuse

PHA Policy

The PHA will encourage staff, program participants, and the public to report possible program abuse.

14-I.C. INVESTIGATING ERRORS AND PROGRAM ABUSE

When the PHA Will Investigate

PHA Policy

The PHA will review all referrals, specific allegations, complaints, and tips from any source including other agencies, companies, and individuals, to determine if they warrant investigation. In order for the PHA to investigate, the allegation must contain at least one independently verifiable item of information, such as the name of an employer or the name of an unauthorized household member.

The PHA will investigate when inconsistent or contradictory information is detected through file reviews and the verification process.

Consent to Release of Information [24 CFR 982.516]

The PHA may investigate possible instances of error or abuse using all available PHA and public records. If necessary, the PHA will require HCV families to sign consent forms for the release of additional information.

Analysis and Findings

PHA Policy

The PHA will base its evaluation on a preponderance of the evidence collected during its investigation.

Preponderance of the evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence that as a whole shows that the fact sought to be proved is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

For each investigation the PHA will determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed the PHA, and (3) what corrective measures or penalties will be assessed.

Consideration of Remedies

All errors and instances of program abuse must be corrected prospectively. Whether the PHA will enforce other corrective actions and penalties depends upon the nature of the error or program abuse.

PHA Policy

In the case of family-caused errors or program abuse, the PHA will take into consideration (1) the seriousness of the offense and the extent of participation or culpability of individual family members, (2) any special circumstances surrounding the case, (3) any mitigating circumstances related to the disability of a family member, (4) the effects of a particular remedy on family members who were not involved in the offense.

In the case of owner-caused errors or program abuse, the PHA will take into consideration (1) the seriousness of the offense, (2) the length of time since the violation has occurred, and (3) the effects of a particular remedy on family members who were not involved in the offense.

Notice and Appeals

PHA Policy

The PHA will inform the relevant party in writing of its findings and remedies within 10 business days of the conclusion of the investigation. The notice will include (1) a description of the error or program abuse, (2) the basis on which the PHA determined the error or program abuses, (3) the remedies to be employed, and (4) the family's right to appeal the results through the informal review or hearing process, if applicable (see Chapter 16).

PART II: CORRECTIVE MEASURES AND PENALTIES

14-II.A. SUBSIDY UNDER- OR OVERPAYMENTS

A subsidy under- or overpayment includes (1) an incorrect housing assistance payment to the owner, (2) an incorrect family share established for the family, and (3) an incorrect utility reimbursement to a family.

Corrections

Whether the incorrect subsidy determination is an overpayment or underpayment of subsidy, the PHA must promptly correct the HAP, family share, and any utility reimbursement prospectively.

PHA Policy

Increases in the family share will be implemented on the first of the month following a written 30-day notice.

Any decreases in family share will become effective the first of the month following the discovery of the error.

Reimbursement

Whether the family or owner is required to reimburse the PHA or the PHA is required to make retroactive subsidy payments to the owner or family depends upon which party is responsible for the incorrect subsidy payment and whether the action taken was an error or program abuse. Policies regarding reimbursement are discussed in the three sections that follow.

14-II.B. FAMILY-CAUSED ERRORS AND PROGRAM ABUSE

Family obligations and general administrative requirements for participating in the program are discussed throughout this plan. This section deals specifically with errors and program abuse by family members.

An incorrect subsidy determination caused by a family generally would be the result of incorrect reporting of family composition, income, assets, or expenses, but also would include instances in which the family knowingly allows the PHA to use incorrect information provided by a third party.

Family Reimbursement to PHA [HCV GB pp. 22-12 to 22-13]

PHA Policy

In the case of family-caused errors or program abuse, the family will be required to repay any excess subsidy received. The PHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the excess subsidy, the PHA will terminate the family's assistance in accordance with the policies in Chapter 12.

PHA Reimbursement to Family [HCV GB p. 22-12]

PHA Policy

The PHA will not reimburse the family for any underpayment of assistance when the underpayment clearly is caused by the family.

Prohibited Actions

An applicant or participant in the HCV program must not knowingly:

- Make a false statement to the PHA [Title 18 U.S.C. Section 1001].
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.552(c)(iv)].

PHA Policy

Any of the following will be considered evidence of family program abuse:

Payment to the owner in excess of amounts authorized by the PHA for rent, security deposit, and additional services

Offering bribes or illegal gratuities to the PHA Board of Commissioners, employees, contractors, or other PHA representatives

Offering payments or other incentives to the owner or a third party as an inducement for the third party to make false or misleading statements to the PHA on the family's behalf

Use of a false name or the use of falsified, forged, or altered documents

Intentional misreporting of family information or circumstances (e.g. income, family composition)

Omitted facts that were obviously known by a family member (e.g., not reporting employment income)

Admission of program abuse by an adult family member

The PHA may determine other actions to be program abuse based upon a preponderance of the evidence, as defined earlier in this chapter.

Penalties for Program Abuse

In the case of program abuse caused by a family the PHA may, at its discretion, impose any of the following remedies.

- The PHA may require the family to repay excess subsidy amounts paid by the PHA, as described earlier in this section.
- The PHA may require, as a condition of receiving or continuing assistance, that a culpable family member not reside in the unit. See policies in Chapter 3 (for applicants) and Chapter 12 (for participants).
- The PHA may deny or terminate the family's assistance following the policies set forth in Chapter 3 and Chapter 12 respectively.
- The PHA may refer the family for state or federal criminal prosecution as described in section 14-II.E.

14-II.C. OWNER-CAUSED ERROR OR PROGRAM ABUSE

Owner requirements that are part of the regular process of offering, leasing, and maintaining a unit (e.g., HQS compliance, fair housing) are addressed in the appropriate chapters of this plan. This section focuses on errors and program abuse by owners.

An incorrect subsidy determination caused by an owner generally would be the result of an incorrect owner statement about the characteristics of the assisted unit (e.g., the number of bedrooms, which utilities are paid by the family). It also includes accepting duplicate housing assistance payments for the same unit in the same month, or after a family no longer resides in the unit.

Owner Reimbursement to the PHA

In all cases of overpayment of subsidy caused by the owner, the owner must repay to the PHA any excess subsidy received. The PHA may recover overpaid amounts by withholding housing assistance payments due for subsequent months, or if the debt is large, the PHA may allow the owner to pay in installments over a period of time [HCV GB p. 22-13].

PHA Policy

In cases where the owner has received excess subsidy, the PHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

Prohibited Owner Actions

An owner participating in the HCV program must not:

- Make any false statement to the PHA [Title 18 U.S.C. Section 1001].
- Commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program [24 CFR 982.453(a)(3)] including:

PHA Policy

Any of the following will be considered evidence of owner program abuse:

Charging the family rent above or below the amount specified by the PHA

Charging a security deposit other than that specified in the family's lease

Charging the family for services that are provided to unassisted tenants at no extra charge

Knowingly accepting housing assistance payments for any month(s) after the family has vacated the unit

Knowingly accepting incorrect or excess housing assistance payments

Offering bribes or illegal gratuities to the PHA Board of Commissioners, employees, contractors, or other PHA representatives

Offering payments or other incentives to an HCV family as an inducement for the family to make false or misleading statements to the PHA

Residing in the unit with an assisted family

Committing sexual or other harassment, either quid pro quo or hostile environment, based on the protected classes defined in Chapter 2

Retaliating against any applicant or participant reporting/alleging sexual or other harassment, either quid pro quo or hostile environment, based on the protected classes defined in Chapter 2

Remedies and Penalties

When the PHA determines that the owner has committed program abuse, the PHA may take any of the following actions:

- Require the owner to repay excess housing assistance payments, as discussed earlier in this section and in accordance with the policies in Chapter 16.
- Terminate the HAP contract (See Chapter 13).
- Bar the owner from future participation in any PHA programs.
- Refer the case to state or federal officials for criminal prosecution as described in section 14-II.E.

14-II.D. PHA-CAUSED ERRORS OR PROGRAM ABUSE

The responsibilities and expectations of PHA staff with respect to normal program administration are discussed throughout this plan. This section specifically addresses actions of a PHA staff member that are considered errors or program abuse related to the HCV program. Additional standards of conduct may be provided in the PHA personnel policy.

PHA-caused incorrect subsidy determinations include (1) failing to correctly apply HCV rules regarding family composition, income, assets, and expenses, (2) assigning the incorrect voucher size to a family, and (3) errors in calculation.

De Minimis Errors [24 CFR 5.609(c)(4)]

The PHA will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income. A de minimis error is an error where the PHA determination of family income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (\$360 in annual adjusted income) per family.

PHAs must take corrective action to credit or repay a family if the family was overcharged rent, including when PHAs make de minimis errors in the income determination. Families will not be required to repay the PHA in instances where the PHA miscalculated income resulting in a family being undercharged for rent. PHAs state in their policies how they will repay or credit a family the amount they were overcharged as a result of the PHA's de minimis error in income determination.

PHA Policy

The PHA will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error, staff program abuse, or a de minimis error.

Prohibited Activities

PHA Policy

Any of the following will be considered evidence of program abuse by PHA staff:

Failing to comply with any HCV program requirements for personal gain

Failing to comply with any HCV program requirements as a result of a conflict of interest relationship with any applicant, participant, or owner

Seeking or accepting anything of material value from applicants, participating families, vendors, owners, contractors, or other persons who provide services or materials to the PHA

Disclosing confidential or proprietary information to outside parties

Gaining profit as a result of insider knowledge of PHA activities, policies, or practices

Misappropriating or misusing HCV funds

Destroying, concealing, removing, or inappropriately using any records related to the HCV program

Committing any other corrupt or criminal act in connection with any federal housing program

14-II.E. CRIMINAL PROSECUTION

PHA Policy

When the PHA determines that program abuse by an owner, family, or PHA staff member has occurred and the amount of overpaid subsidy meets or exceeds the threshold for prosecution under local or state law, the PHA will refer the matter to the appropriate entity for prosecution. When the amount of overpaid assistance meets or exceeds the federal threshold, the case will also be referred to the HUD Office of Inspector General (OIG).

Other criminal violations related to the HCV program will be referred to the appropriate local, state, or federal entity.

14-II.F. FRAUD AND PROGRAM ABUSE RECOVERIES

The PHA may retain a portion of program fraud losses that the PHA recovers from a family or owner through litigation, court order, or a repayment agreement [24 CFR 982.163].

The PHA must be the principal party initiating or sustaining the action to recover amounts due from tenants that are due as a result of fraud and abuse. 24 CFR 792.202 permits the PHA to retain the greater of:

- 50 percent of the amount it actually collects from a judgment, litigation (including settlement of a lawsuit) or an administrative repayment agreement, or
- Reasonable and necessary costs that the PHA incurs related to the collection including costs of investigation, legal fees, and agency collection fees.

The family must be afforded the opportunity for an informal hearing in accordance with requirements in 24 CFR 982.555.

If HUD incurs costs on behalf of the PHA related to the collection, these costs must be deducted from the amount retained by the PHA.

IMPORTANT: PLEASE READ

Allowing special housing types is optional for PHAs, except where necessary as a reasonable accommodation. Therefore, for ease of use, policy language is included in this chapter where relevant in the event the PHA does grant use as a reasonable accommodation. Be sure to delete this box before finalizing your document.

Chapter 15

SPECIAL HOUSING TYPES

[24 CFR 982 Subpart M; New HCV GB, *Special Housing Types*]

INTRODUCTION

The PHA may permit a family to use any of the special housing types discussed in this chapter. However, the PHA is not required to permit families receiving assistance in its jurisdiction to use these housing types, except that PHAs must permit use of any special housing type if needed as a reasonable accommodation for a person with a disability. The PHA also may limit the number of families who receive HCV assistance in these housing types and cannot require families to use a particular housing type. No special funding is provided for special housing types.

PHA Policy

Families will not be permitted to use any special housing types, unless use is needed as a reasonable accommodation so that the program is readily accessible to a person with disabilities.

However, policy language is included in this chapter where relevant in the event the PHA does grant use as a reasonable accommodation.

Special housing types include single room occupancy (SRO), congregate housing, group homes, shared housing, cooperative housing, manufactured homes where the family owns the home and leases the space, and homeownership [24 CFR 982.601]. A single unit cannot be designated as more than one type of special housing. The PHA cannot give preference to households that wish to live in any of these types of housing and cannot require households to select any of these types of housing [New HCV GB, *Special Housing Types*, p. 3].

This chapter consists of the following seven parts. Each part contains a description of the housing type and any special requirements associated with it. Except as modified by this chapter, the general requirements of the HCV program apply to special housing types.

Part I: Single Room Occupancy

Part II: Congregate Housing

Part III: Group Homes

Part IV: Shared Housing

Part V: Cooperative Housing

Part VI: Manufactured Homes (including manufactured home space rental)

Part VII: Homeownership

PART I: SINGLE ROOM OCCUPANCY

[24 CFR 982.602 through 982.605; Form HUD-52641; New HCV GB,
Special Housing Types, p. 4]

15-I.A. OVERVIEW

A single room occupancy (SRO) unit provides living and sleeping space for the exclusive use of the occupant but requires the occupant to share sanitary and/or food preparation facilities with others. More than one person may not occupy an SRO unit. HCV regulations do not limit the number of units in an SRO facility, but the size of a facility may be limited by local ordinances.

When providing HCV assistance in an SRO unit, a separate lease and HAP contract are executed for each assisted person. The standard form of the HAP contract is used (form HUD-52641) with the special housing type specified in Part A of the HAP contract, as follows: “This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: Single room occupancy (SRO) housing.”

15-I.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for SRO housing is 75 percent of the zero-bedroom payment standard amount on the PHA’s payment standard schedule.

The utility allowance for an assisted person residing in SRO housing is 75 percent of the zero-bedroom utility allowance.

The HAP for an assisted occupant in an SRO facility is the lower of the SRO payment standard amount minus the TTP or the gross rent for the unit minus the TTP.

15-I.C. HOUSING QUALITY STANDARDS (HQS)

HQS requirements described in Chapter 8 apply to SRO housing except that sanitary facilities, and space and security characteristics must meet local code standards for SRO housing. In the absence of applicable local code standards for SRO housing, the following standards apply:

- **Access:** Access doors to the SRO unit must have working locks for privacy. The occupant must be able to access the unit without going through any other unit. Each unit must have immediate access to two or more approved means of exit from the building, appropriately marked and leading to safe and open space at ground level. The SRO unit must also have any other means of exit required by State or local law.
- **Fire Safety:** All SRO facilities must have a sprinkler system that protects major spaces. “Major spaces” are defined as hallways, large common areas, and any other areas specified in local fire, building, or safety codes. SROs must also have hard-wired smoke detectors, and any other fire and safety equipment required by state or local law.

Sanitary facilities and space and security standards must meet local code requirements for SRO housing. In the absence of local code standards, the requirements discussed below apply [24 CFR 982.605].

- *Sanitary Facilities:* At least one flush toilet that can be used in privacy, a lavatory basin, and a bathtub or shower in proper operating condition must be provided for each six persons (or fewer) residing in the SRO facility. If the SRO units are leased only to males, flush urinals may be substituted for up to one half of the required number of toilets. Sanitary facilities must be reasonably accessible from a common hall or passageway to all persons sharing them and may not be located more than one floor above or below the SRO unit. They may not be located below grade unless the SRO units are located on that level.
- *Space and Security:* An SRO unit must contain at least 110 square feet of floor space, and at least four square feet of closet space with an unobstructed height of at least five feet, for use by the occupant. If the closet space is less than four square feet, the habitable floor space in the SRO unit must be increased by the amount of the deficiency. Exterior doors and windows accessible from outside the SRO unit must be lockable.

Because no children live in SRO housing, the housing quality standards applicable to lead-based paint do not apply.

PART II: CONGREGATE HOUSING

[24 CFR 982.606 through 982.609; Form HUD-52641; New HCV GB,
Special Housing Types, p. 6]

15-II.A. OVERVIEW

Congregate housing is intended for use by elderly persons or persons with disabilities. A congregate housing facility contains a shared central kitchen and dining area and a private living area for the individual household that includes at least a living room, bedroom and bathroom. Food service for residents must be provided.

If approved by the PHA, a family member or live-in aide may reside with the elderly person or person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in congregate housing, a separate lease and HAP contract are executed for each assisted family. The standard form of the HAP contract is used (form HUD-52641) with the special housing type specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: Congregate housing."

15-II.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

The payment standard for an individual unit in a congregate housing facility is based on the number of rooms in the private living area for the assisted family. If there is only one room in the unit (not including the bathroom or the kitchen, if a kitchen is provided), the PHA must use the payment standard for a zero-bedroom unit. If the unit has two or more rooms (other than the bathroom and the kitchen), the PHA must use the one-bedroom payment standard.

The HAP for an assisted occupant in a congregate housing facility is the lower of the applicable payment standard minus the TTP or the gross rent for the unit minus the TTP.

The gross rent for the unit for the purpose of calculating HCV assistance is the shelter portion (including utilities) of the resident's monthly housing expense only. The residents' costs for food service should not be included in the rent for a congregate housing unit.

15-II.C. HOUSING QUALITY STANDARDS

HQS requirements as described in Chapter 8 apply to congregate housing except for the requirements stated below. Congregate housing must have a refrigerator of appropriate size in the private living area of each resident, a central kitchen and dining facilities located within the premises and accessible to the residents, and food service for the residents, that is not provided by the residents themselves.

The congregate housing must contain adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary.

The housing quality standards applicable to lead-based paint do not apply unless a child under the age of six is expected to reside in the unit.

PART III: GROUP HOME

[24 CFR 982.610 through 982.614; Form HUD-52641; New HCV GB,
Special Housing Types, p. 8]

15-III.A. OVERVIEW

A group home is a state-approved (licensed, certified, or otherwise approved in writing by the state) facility intended for occupancy by elderly persons and/or persons with disabilities. Except for live-in aides, all persons living in a group home, whether assisted or not, must be elderly persons or persons with disabilities. Persons living in a group home must not require continuous medical or nursing care.

A group home consists of bedrooms for residents, which can be shared by no more than two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents. No more than 12 persons may reside in a group home including assisted and unassisted residents and any live-in aides.

If approved by the PHA, a live-in aide may live in the group home with a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When providing HCV assistance in a group home, a separate lease and HAP contract is executed for each assisted family. The standard form of the HAP contract is used (form HUD-52641) with the special housing type specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: Group home."

15-III.B. PAYMENT STANDARD, UTILITY ALLOWANCE, AND HAP CALCULATION

Unless there is a live-in aide, the family unit size (voucher size) for an assisted occupant of a group home must be zero- or one-bedroom. If there is a live-in aide, the aide must be counted in determining the household's unit size.

The payment standard used to calculate the HAP is the lower of the payment standard for the family unit size or the pro rata share of the payment standard for the group home size. The pro rata share is calculated by dividing the number of persons in the assisted household by the number of persons (assisted and unassisted) living in the group home. The number of persons in the assisted household equals one assisted person plus any PHA-approved live-in aide.

The HAP for an assisted occupant in a group home is the lower of the payment standard minus the TTP or the gross rent minus the TTP.

The utility allowance for an assisted occupant in a group home is the pro rata share of the family unit size to the utility allowance for the group home.

The rents paid for participants residing in group homes are subject to generally applicable standards for rent reasonableness. The rent for an assisted person must not exceed the pro rata portion of the reasonable rent for the group home. In determining reasonable rent, the PHA must consider whether sanitary facilities and facilities for food preparation and service are common facilities or private facilities.

15-III.C. HOUSING QUALITY STANDARDS

The entire unit must comply with HQS requirements described in Chapter 8, except for the requirements stated below.

- *Sanitary Facilities:* A group home must have at least one bathroom in the facility, with a flush toilet that can be used in privacy, a fixed basin with hot and cold running water, and a shower or bathtub with hot and cold running water. A group home may contain private or common bathrooms. However, no more than four residents can be required to share a bathroom.
- *Food Preparation and Service:* Group home units must contain a kitchen and dining area with adequate space to store, prepare, and serve food. The facilities for food preparation and service may be private or may be shared by the residents. The kitchen must contain a range, an oven, a refrigerator, and a sink with hot and cold running water. The sink must drain into an approvable public or private disposal system.
- *Space and Security:* Group homes must contain at least one bedroom of appropriate size for every two people, and a living room, kitchen, dining area, bathroom, and other appropriate social, recreational, or community space that may be shared with other residents. Doors and windows accessible from outside the unit must be lockable.
- *Structure and Material:* To avoid any threat to the health and safety of the residents, group homes must be structurally sound. Elevators must be in good condition. Group homes must be accessible to and usable by residents with disabilities.

- *Site and Neighborhood:* Group homes must be located in a residential setting. The site and neighborhood should be reasonably free from disturbing noises and reverberations, and other hazards to the health, safety, and general welfare of the residents, and should not be subject to serious adverse conditions, such as:
 - Dangerous walks or steps
 - Instability
 - Flooding, poor drainage
 - Septic tank back-ups, sewage hazards
 - Mud slides
 - Abnormal air pollution
 - Smoke or dust
 - Excessive noise
 - Vibrations or vehicular traffic
 - Excessive accumulations of trash
 - Vermin or rodent infestation, and
 - Fire hazards.

The housing quality standards applicable to lead-based paint do not apply unless a child under the age of six is expected to reside in the unit.

PART IV: SHARED HOUSING

[24 CFR 982.615 through 982.618; Form HUD-52641; Notice PIH 2021-05;
New HCV GB, *Special Housing Types*, p. 11]

15-IV.A. OVERVIEW

Families in markets with tight rental conditions or with a prevalence of single-family housing may determine a shared housing living arrangement to be a useful way to secure affordable housing. PHAs offering shared housing as a housing solution may also experienced some reduction in the average per-unit-cost (PUC) paid on behalf of assisted families.

Shared housing is a single housing unit occupied by an assisted family and another resident or residents. The unit may be a house or an apartment. The shared unit consists of both common space for use by the occupants of the unit and separate private space for each assisted family.

An assisted family may share a unit with other persons assisted under the HCV program or with other unassisted persons.

Shared housing may be offered in a number of ways, including for-profit co-living (such as a boarding house, single bedroom with common living room/kitchen/dining room) run by a private company [Notice PIH 2021-05].

The owner of a shared housing unit may reside in the unit, but housing assistance may not be paid on behalf of the owner. The resident owner may not be related by blood or marriage to the assisted family.

If approved by the PHA, a live-in aide may reside with the family to care for a person with disabilities. The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

When shared housing is offered as a housing option, HUD encourages PHAs to consider ways in which the families may be assisted in finding shared housing, including for-profit shared housing matching (such as roommates or single-family homes) and online sites that charge a fee for their matching services, or nonprofit shared housing matching services. HUD further encourages PHAs to include information about this housing possibility in the family's voucher briefing.

PHA Policy

The PHA will provide information to families regarding the shared housing option, including a listing to families of any known for-profit or nonprofit shared housing matching services in the community at briefing, and upon request. Families will be advised they can conduct their own internet search. Families will be cautioned to not enter into any rental agreement or pay any deposit or rental payment until the tenancy is approved by the PHA.

PHAs should be aware of potential local legal barriers to HCV participants using shared housing, which can create additional obstacles for shared housing:

- Municipalities may have occupancy limits for the number of unrelated persons who may share a housing unit.
- Local zoning codes for single family housing may restrict occupancy in certain areas to households whose family members are related by blood.

PHAs should work with local jurisdictions to find solutions that encourage affordable housing and are consistent with the Fair Housing Act, Title VI, and other federal, state, and local fair housing laws. PHAs should inform HUD if they encounter barriers to shared housing that may conflict with fair housing laws.

PHA Policy

The PHA will work with local jurisdictions as necessary to identify solutions consistent with fair housing laws and will inform HUD if the PHA encounters barriers to shared housing that conflict with fair housing laws.

When providing HCV assistance in shared housing, a separate lease and HAP contract are executed for each assisted family. The standard form of the HAP contract is used (form HUD-52641) with the special housing type specified in Part A of the HAP contract, as follows: “This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: Shared housing.”

15-IV.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The payment standard for a family in shared housing is the lower of the payment standard for the family unit size (voucher size) or the pro rata share of the payment standard for the shared housing unit size.

The pro rata share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private, non-shared space by the total number of bedrooms in the unit.

Example: Family holds a two-bedroom voucher.
Shared housing unit size: bedrooms available to assisted family = 2
Total bedrooms in the unit: 3
2 Bedrooms for assisted family
÷ 3 Bedrooms in the unit
.667 pro rata share
2 BR payment standard: \$1200
3 BR payment standard: \$1695 $\$1695 \times .667$ (pro rata share) = \$1131 \$1131 is
lower than the \$1200 payment standard for the 2 BR family unit size \$1131 is
the payment standard used to calculate the HAP

The HAP for a family in shared housing is the lower of the payment standard minus the TTP or the gross rent minus the TTP.

The utility allowance for an assisted family living in shared housing is the pro rata share of the utility allowance for the shared housing unit.

Example: A family holds a 2-bedroom voucher. The family decides to occupy 3 out of 4 bedrooms available in the unit.

The utility allowance for a 4-bedroom unit equals \$200
The utility allowance for a 2-bedroom unit equals \$100
The pro rata share of the utility allowance is \$150 (3/4 of \$200)
The PHA will use the 2-bedroom utility allowance of \$100.

The rents paid for families living in shared housing are subject to generally applicable standards for rent reasonableness. The rent paid to the owner for the assisted family must not exceed the pro rata portion of the reasonable rent for the shared unit. In determining reasonable rent, the PHA may consider whether sanitary and food preparation areas are private or shared.

15-IV.C. HOUSING QUALITY STANDARDS

The PHA may not give approval to reside in shared housing unless the entire unit, including the portion of the unit available for use by the assisted family under its lease, meets the housing quality standards.

HQS requirements described in Chapter 8 apply to shared housing except for the requirements stated below.

- *Facilities Available for the Family:* Facilities available to the assisted family, whether shared or private, must include a living room, a bathroom, and food preparation and refuse disposal facilities.
- *Space and Security:* The entire unit must provide adequate space and security for all assisted and unassisted residents. The private space for each assisted family must contain at least one bedroom for each two persons in the family. The number of bedrooms in the private space of an assisted family must not be less than the family unit size (voucher size). A zero-bedroom or one-bedroom unit may not be used for shared housing.

PART V: COOPERATIVE HOUSING

[24 CFR 982.619; New HCV GB, *Special Housing Types*, p. 14]

15-V.A. OVERVIEW

This part applies to rental assistance for a cooperative member residing in cooperative housing. It does not apply to assistance for a cooperative member who has purchased membership under the HCV homeownership option, or to rental assistance for a family that leases a cooperative housing unit from a cooperative member.

A cooperative is a form of ownership (nonprofit corporation or association) in which the residents purchase memberships in the ownership entity. Rather than being charged “rent” a cooperative member is charged a “carrying charge.” The monthly carrying charge includes the member’s share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. It does not include down payments or other payments to purchase the cooperative unit or to amortize a loan made to the family for this purpose.

The occupancy agreement or lease and other appropriate documents must provide that the monthly carrying charge is subject to Section 8 limitations on rent to owner, and the rent must be reasonable as compared to comparable unassisted units.

When providing HCV assistance in cooperative housing, the standard form of the HAP contract is used with the special housing type specified in Part A of the HAP contract, as follows: “This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: Cooperative housing.”

15-V.B. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION

The payment standard and utility allowance are determined according to regular HCV program requirements.

The HAP for a cooperative housing unit is the lower of the payment standard minus the TTP or the gross rent (monthly carrying charge for the unit, plus any utility allowance) minus the TTP. The monthly carrying charge includes the member’s share of the cooperative debt service, operating expenses, and necessary payments to cooperative reserve funds. The carrying charge does not include down payments or other payments to purchase the cooperative unit or to amortize a loan made to the family for this purpose.

15-V.C. HOUSING QUALITY STANDARDS

All standard HQS requirements apply to cooperative housing units. There are no additional HQS requirements. The PHA remedies described in 24 CFR 982.404 do not apply. Rather, if the unit and premises are not maintained in accordance with HQS, the PHA may exercise all available remedies regardless of whether the family or cooperative is responsible for the breach of HQS.

No housing assistance payment can be made unless unit meets HQS and the defect is corrected within the period as specified by the PHA and the PHA verifies correction (see Chapter 8).

In addition to regular breaches of HQS, breaches of HQS by the family include failure to perform any maintenance for which the family is responsible in accordance with the terms of the cooperative occupancy agreement [HCV GB].

PART VI: MANUFACTURED HOMES

[24 CFR 982.620 through 982.624; FR Notice 1/18/17; New HCV GB,
Special Housing Types, p. 15;]

15-VI.A. OVERVIEW

A manufactured home is a manufactured structure, transportable in one or more parts, that is built on a permanent chassis, and designed for use as a principal place of residence. HCV-assisted families may occupy manufactured homes in three different ways.

- (1) A family can choose to rent a manufactured home already installed on a space and the PHA must permit it. In this instance program rules are the same as when a family rents any other residential housing, except that there are special HQS requirements as provided in 15-VI.D below.
- (2) A family can purchase a manufactured home under the Housing Choice Voucher Homeownership program.
- (3) HUD also permits an otherwise eligible family that owns a manufactured home to rent a space for the manufactured home and receive HCV assistance with the rent for the space as well as certain other housing expenses. PHAs may, but are not required to, provide assistance for such families.

15-VI.B. SPECIAL REQUIREMENTS FOR MANUFACTURED HOME OWNERS WHO LEASE A SPACE

Family Income

In determining the annual income of families leasing manufactured home spaces, the value of the family's equity in the manufactured home in which the family resides is not counted as a family asset.

Lease and HAP Contract

There is a designated HAP Contract (form HUD-52642) and designated Tenancy Addendum (form HUD 52642-A) for this special housing type.

15-VI.C. PAYMENT STANDARD, UTILITY ALLOWANCE AND HAP CALCULATION [FR Notice 1/18/17]

Payment Standards

The PHA payment standard for manufactured homes is determined in accordance with 24 CFR 982.505 and is the payment standard used for the PHA's HCV program. It is based on the applicable FMR for the area in which the manufactured home space is located.

The payment standard for the family is the lower of the family unit size (voucher size) or the payment standard for the number of bedrooms in the manufactured home.

Utility Allowance

The PHA must establish utility allowances for manufactured home space rental. For the first 12 months of the initial lease term only, the allowance must include an amount for a utility hook-up charge if the family actually incurred a hook-up charge because of a move. This allowance will not be given to a family that leases in place. Utility allowances for manufactured home space must not include the costs of digging a well or installing a septic system.

If the amount of the monthly assistance payment for a family exceeds the monthly rent for the manufactured home space (including the owner's monthly management and maintenance charges), the PHA may pay the remainder to the family, lender, or utility company.

Space Rent

The rent for the manufactured home space (including other eligible housing expenses) is the total of:

- The rent charged for the manufactured home space;
- Owner maintenance and management charges for the space;
- The monthly payments made by the family to amortize the cost of purchasing the manufactured home, including any required insurance and property taxes; and
- The applicable allowance for tenant-paid unities.

Amortization Costs

The monthly payment made by the family to amortize the cost of purchasing the manufactured home is the debt service established at the time of application to a lender for financing the purchase of the manufactured home if monthly payments are still being made. Any increase in debt service due to refinancing after purchase of the home may not be included in the amortization cost. Debt service for set-up charges incurred by a family may be included in the monthly amortization payments made by the family. In addition, set-up charges incurred before the family became an assisted family may be included in the amortization cost if monthly payments are still being made to amortize the charges.

Housing Assistance Payment

The HAP for a manufactured home space under the housing choice voucher program is the lower of the payment standard minus the TTP or the manufactured home space rent (including other eligible housing expenses) minus the TTP.

Rent Reasonableness

Initially, and at least annually thereafter, the PHA must determine that the rent for the manufactured home space is reasonable based on rents for comparable manufactured home spaces. The PHA must consider the location and size of the space, and any services and maintenance to be provided by the owner. By accepting the monthly housing assistance payment, the owner of the manufactured home space certifies that the rent does not exceed rents charged by the owner for comparable unassisted spaces in the same manufactured home park or elsewhere.

If requested by the PHA, the owner must give the PHA information on rents charged by the owner for other manufactured home spaces.

15-VI.D. HOUSING QUALITY STANDARDS

Under either type of occupancy described in 15-VI.A above, the manufactured home must meet all HQS performance requirements and acceptability criteria discussed in Chapter 8 of this plan. In addition, the following requirement applies:

Manufactured Home Tie-Down

A manufactured home must be placed on the site in a stable manner and must be free from hazards such as sliding or wind damage. The home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist overturning and sliding.

PART VII: HOMEOWNERSHIP

[24 CFR 982.625 through 982.643]

15-VII.A. OVERVIEW [24 CFR 982.625]

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under this option may be newly admitted or an existing participant in the HCV program. The PHA must have the capacity to operate a successful HCV homeownership program as defined by the regulations.

PHA Policy

The PHA has instituted a minimum homeowner down payment requirement of at least three percent of the purchase price and requires that at least one percent of the purchase price come from the family's personal resources.

There are two forms of homeownership assistance described in the regulations: monthly homeownership assistance payments and single down payment assistance grants. However, PHAs may not offer down payment assistance until and unless funding is allocated by Congress. Since this has not yet happened, only monthly homeownership assistance may be offered.

PHA Policy

The PHA will offer the monthly homeownership assistance payments to qualified families.

The Housing Choice Voucher Home Ownership Program permits eligible participants in the HCV Program, including participants with portable vouchers, the option of purchasing a home with their voucher assistance rather than renting. The homeownership option is available to newly admitted or existing participants, who do not owe monies to the City of Dubuque Housing Services or any other Housing Agency for any outstanding debts, and who meet the eligibility criteria set forth below. Additionally, participants who are in violation of their family obligations while receiving HCV assistance shall be ineligible for participation in the Section 8 Home Ownership Program.

HCV home ownership assistance may be used to purchase the following type of homes within the City of Dubuque: new or existing single-family dwelling unit, condominium, or cooperatives. The City of Dubuque Housing will also permit portability of HCV home ownership assistance to another jurisdiction, provided the receiving jurisdiction operates an HCV home ownership program for which the participant qualifies.

The PHA may choose not to offer homeownership assistance. However, the PHA must offer homeownership assistance if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. It is the sole responsibility of the PHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. The PHA must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. The PHA may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where the PHA has otherwise opted not to implement a homeownership program.

The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

15-VII.B. FAMILY ELIGIBILITY [24 CFR 982.627]

If the PHA offers the homeownership option, participation by the family is optional. However, the family must meet all of the requirements listed below before the commencement of homeownership assistance. The PHA may also establish additional initial requirements as long as they are described in the PHA administrative plan.

- The family must have been admitted to the Housing Choice Voucher program.
- The family must qualify as a first-time, homeowner, or may be a cooperative member.
- The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. The PHA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not the PHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit.

PHA Policy

The PHA will not establish a higher minimum income standard for disabled and/or non-disabled families.

- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term *full-time employment* means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.

PHA Policy

Families will be considered “continuously employed” if the break in employment does not exceed four months.

The PHA will count self-employment in a business when determining whether the family meets the employment requirement.

- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, the PHA must grant an exemption from the employment requirement if the PHA determines that it is needed as a reasonable accommodation.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option

- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).

PHA Policy

The PHA will impose additional eligibility requirements. To be eligible to participate in the homeownership option, families must meet the following criteria:

The family has had no family-caused violations of HUD's Housing Quality standards within the past year.

The family is not within the initial one-year period of a HAP Contract.

The family owes no money to the PHA.

The family has not committed any serious or repeated violations of a PHA-assisted lease within the past year.

The family must be financially capable to qualify for HA approved financing of the home and must be financially capable to provide at least 3% of the purchase price as a minimum homeowner down payment. The City of Dubuque Rehabilitation Activity shall review lender qualifications and the loan terms before authorizing home ownership assistance.

The PHA requires that financing for purchase of a home under its HCV homeownership program complies with secondary mortgage market underwriting requirements; or complies with generally accepted private sector underwriting standards.

Each family, except families with a disabled member, must be a first-time homeowner. A first-time homeowner means that no member of the household has had an ownership interest in any residence during the three years prior to the home ownership assistance. However, a single parent or displaced homemaker who, while married, owned a home with a spouse (or resided in a home owned by a spouse) is considered a first-time home owner for purposes of the Section 8 Home ownership Program.

The Housing and Community Development Director may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. Generally, families will be considered "continuously employed" if the break in employment does not exceed two months. The Housing and Community Development Director may also consider self-employment to determine employment history. The employment requirement does not apply to an elderly or disabled family. In order to reasonably accommodate a family's participation in the program, families that include a person with disabilities may also be exempt from this requirement if an exemption is needed as a reasonable accommodation.

Participants in the Housing Choice Voucher Program shall be ineligible for participation in the Home Ownership Program if any debt or portion of a debt remains owed to the City of Dubuque or any other Housing Authority. Additionally, participants who are in violation of

their family obligations while receiving HCV assistance shall be ineligible for participation in the Home Ownership Program.

If the head of household, spouse, or other adult household member who will execute the contract of sale, mortgage and loan documents has previously defaulted on a mortgage obtained through the HCV Home Ownership Program, the family will be ineligible to participate in the Home Ownership Program.

15-VII.C. SELECTION OF FAMILIES [24 CFR 982.626]

Unless otherwise provided (under the homeownership option), the PHA may limit homeownership assistance to families or purposes defined by the PHA and may prescribe additional requirements for commencement of homeownership assistance for a family. Any such limits or additional requirements must be described in the PHA administrative plan.

If the PHA limits the number of families that may participate in the homeownership option, the PHA must establish a system by which to select families to participate.

PHA Policy

The PHA will administer up to five new homeownership units per year. The PHA may exceed the number of units planned per year if it is necessary as a reasonable accommodation for a person with a disability. If this occurs, the PHA may reduce the number of homeownership units offered in subsequent years.

Families who have been participating in an economic self-sufficiency program for at least six months, or have graduated from such a program, will be given preference over other families. Elderly and disabled families will automatically be given this preference.

Within preference and non-preference categories, families will be selected according to the date and time their application for participation in the homeownership option is submitted to the PHA.

All families must meet eligibility requirements as defined in Section 15-VII.B. of this plan.

15-VII.D. ELIGIBLE UNITS [24 CFR 982.628]

In order for a unit to be eligible, the PHA must determine that the unit satisfies all of the following requirements:

- The unit must meet HUD's "eligible housing" requirements. The unit may not be any of the following:
 - A public housing or Indian housing unit;
 - A unit receiving Section 8 project-based assistance;
 - A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
 - A college or other school dormitory;
 - On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
- The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit must have been inspected by the PHA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards (see Chapter 8).
- For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.

Families may enter into contracts of sale for units not yet under construction. However, the PHA will not commence homeownership assistance for the family for that unit until:

1. Either the responsible entity completes the environmental review as required by 24 CFR part 58 and HUD approved the environmental certification and request for release of funds prior to commencement of construction or HUD performed an environmental review under CFR part 50 and notified the PHA in writing of environmental approval of the site prior to construction commencement; and
 2. Construction of the unit has been completed and the unit has passed the required HQS inspection and independent inspection as addressed elsewhere in this chapter.
- For PHA-owned units all of the following conditions must be satisfied:
 - The PHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a PHA-owned unit is freely selected by the family without PHA pressure or steering;
 - The unit is not ineligible housing;
 - The PHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any PHA provided financing. All of these actions must be completed in accordance with program requirements.

The PHA must not approve the unit if the PHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

15-VII.E. ADDITIONAL PHA REQUIREMENTS FOR SEARCH AND PURCHASE [24 CFR 982.629]

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. The PHA may establish the maximum time that will be allowed for a family to locate and purchase a home and may require the family to report on their progress in finding and purchasing a home. If the family is unable to purchase a home within the maximum time established by the PHA, the PHA may issue the family a voucher to lease a unit or place the family's name on the waiting list for a voucher.

PHA Policy

The family will be allowed 120 days to identify a unit and submit a sales contract to the PHA for review. The family will be allowed an additional 120 days to close on the home. PHAs may grant extensions to either of these periods for good cause. The length of the extension(s) will be determined on a case-by-case, but in no case will an extension exceed a total of 125 days. The maximum amount of time a family will be given to locate and complete the purchase of a home under the homeownership option is 365 days.

During these periods, the family will continue to receive HCV rental assistance in accordance with any active lease and HAP contract until the family vacates the rental unit for its purchased home.

All requests for extensions must be submitted in writing to the PHA prior to the expiration of the period for which the extension is being requested. The PHA will approve or disapprove the extension request within 10 business days. The family will be notified of the PHA's decision in writing.

The family will be required to report their progress on locating and purchasing a home to the PHA every 30 days until the home is purchased.

If the family cannot complete the purchase of a unit within the maximum required time frame, and is not receiving rental assistance under a HAP contract at the time the search and purchase time period expires, the family will be issued a voucher to lease a unit.

15-VII.F. HOMEOWNERSHIP COUNSELING [24 CFR 982.630]

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by the PHA. HUD suggests the following topics for the PHA-required pre-assistance counseling:

- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
- Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

The PHA may adapt the subjects covered in pre-assistance counseling (as listed) to local circumstances and the needs of individual families.

The PHA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If the PHA offers a program of ongoing counseling for participants in the homeownership option, the PHA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

If the PHA does not use a HUD-approved housing counseling agency to provide the counseling, the PHA should ensure that its counseling program is consistent with the counseling provided under HUD's Housing Counseling program.

PHA Policy

Families will not be required to participate in ongoing counseling after commencement of homeownership assistance.

15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND PHA DISAPPROVAL OF SELLER [24 CFR 982.631]

Home Inspections

The PHA may not commence monthly homeownership assistance payments for a family until the PHA has inspected the unit and has determined that the unit passes HQS.

PHA Policy

The unit must be inspected by a PHA inspector and pass inspection according to the Property Maintenance Code of the City of Dubuque. The unit must be inspected by an independent inspector and incipient code violations identified by the independent inspector.

To assure the home complies with the Property Maintenance Code of the City of Dubuque, home ownership assistance payments must not commence until the PHA has inspected and approved the home. Another inspection must also be completed by a professional home inspector selected by the family and approved by the PHA. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems. The independent inspector may not be a PHA employee or contractor, or other person under control of the PHA. The independent inspector must provide a copy of the inspection report both to the family and to the PHA. The PHA may not pay any home ownership assistance for the family until the PHA has reviewed the inspection report of the independent inspector. Even if the unit otherwise complies with the Property Maintenance Code of the City of Dubuque, the PHA shall have discretion to disapprove the unit for assistance under the home ownership program because of information in the inspection report.

An independent professional inspector selected by and paid for by the family must also inspect the unit. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

The PHA may not require the family to use an independent inspector selected by the PHA. The independent inspector may not be a PHA employee or contractor, or other person under control of the PHA. However, the PHA may establish standards for qualification of inspectors selected by families under the homeownership option.

PHA Policy

The family must hire an independent professional inspector, whose report must be submitted to the PHA for review. This inspector must be a member of the American Society of Home Inspectors (ASHI) or other recognized professional society, or a licensed engineer. The inspector cannot be a PHA employee or contractor.

The PHA may disapprove a unit for assistance based on information in the independent inspector's report, even if the unit was found to comply with HQS.

PHA Policy

The PHA will review the professional report in a timely fashion and, based on the presence of major physical problems, may disapprove the purchase of the home.

If the PHA disapproves the purchase of a home, the family will be notified in writing of the reasons for the disapproval.

While the family is receiving homeownership assistance, the PHA will conduct an HQS inspection every other year.

Contract of Sale

Before commencement of monthly homeownership assistance payments, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the PHA a copy of the contract of sale. The contract of sale must:

- Specify the price and other terms of sale by the seller to the purchaser;
- Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser;
- Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;
- Provide that the purchaser is not obligated to pay for any necessary repairs; and
- Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under CFR part 24.
- PHA Policy
- Prior to execution of the offer to purchase or sales agreement, the financing terms must be provided by the family to the PHA for approval. The purchase or sales agreement must provide for inspection by the PHA and the independent inspector and must state that the purchaser is not obligated to purchase unless the inspections are satisfactory to the PHA. The purchase or sales agreement must provide that the purchaser is not obligated to purchase if the mortgage financing terms are not approved by the PHA. A copy of the purchase or sales agreement must be submitted to the PHA for approval.
-
- A contract for the sale of a unit not yet under construction must meet all above requirements, and requirements below. Commencement of construction in violation of the below requirements voids the purchase contract.
 - The purchaser is not obligated to purchase the unit unless an environmental review has been performed and the site received environmental approval prior to commencement of construction in accordance with 24 CFR 982.628; and
 - The construction will not commence until the environmental review has been completed and the seller has received written notice from the PHA that environmental approval has been obtained. Environmental approval may be conditioned on the contracting parties' agreement to modification to the unit design or to mitigation actions.

Disapproval of a Seller

In its administrative discretion, the PHA may deny approval of a seller for the same reasons a PHA may disapprove an owner under the regular HCV program [see 24 CFR 982.306(c)].

15-VII.H. FINANCING [24 CFR 982.632]

The PHA may establish requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt. The PHA must establish policies describing these requirements in the administrative plan.

A PHA may not require that families acquire financing from one or more specified lenders, thereby restricting the family's ability to secure favorable financing terms.

PHA Policy

As a check against predatory lending, the PHA will review the financing of each purchase transaction, including estimated closing costs. The PHA will review the loans for features, such as balloon payments, adjustable rate mortgages, and unusually high interest rates, all of which are prohibited. The PHA also will not approve "seller financing" or "owner-held" mortgages. Beyond these basic criteria, the PHA will rely on the lenders to determine that the loan will be affordable to program participants.

The mortgage the family applies for must require a minimum down payment of at least three percent of the sales price with one percent of the down payment coming from the purchaser's personal funds. The PHA will not require that the family have any more than the minimum of one percent of their own money in the transaction. However, in cases where a lender is requiring a larger amount, the family may be held to the underwriting guidelines set by their lending institution.

The PHA will approve a family's request to utilize its Family Self-Sufficiency escrow account after final disbursement for down payment and/or closing costs when purchasing a unit under the HCV homeownership option.

15-VII.I. CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS [24 CFR 982.633]

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the PHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD [form HUD-52649]. In the statement, the family agrees to comply with all family obligations under the homeownership option.

The family must comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
- The family must supply information to the PHA or HUD as specified in 24 CFR 982.551(b). The family must further supply any information required by the PHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- The family must notify the PHA before moving out of the home.
- The family must notify the PHA if the family defaults on the mortgage used to purchase the home.
- The family must provide the PHA with information on any satisfaction or payment of the mortgage debt.
- No family member may have any ownership interest in any other residential property.
- The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).

PHA Policy

Any inspection the PHA conducts after the initial inspection will be done on an advisory basis. The family will be encouraged to make the repairs, but will not be required to do so as a condition of ongoing assistance.

The home will be inspected for 1 biennial inspection cycle in accordance with the City of Dubuque Property Maintenance Code and must address any life safety issues to continue receiving home ownership assistance. If the PHA determines there are problems with maintaining the home in a safe and decent manner, it is up to the Housing & Community Development Director to provide supportive services to assist the homeowner as needed. the Housing and Community Development Director may require 2 on-going biennial inspections.

A family must agree, in writing, to comply with all family obligations under the HCV Program and the PHA's home ownership policies. These obligations include (1) attending ongoing home ownership counseling, if required by the PHA; (2) complying with the mortgage terms; (3) not selling or transferring the home to anyone other than a member of the assisted family who resides in the home while receiving home ownership assistance and who is approved by the PHA; (4) not refinancing or adding debt secured by the home without prior approval by the PHA; (5) not obtaining a present ownership interest in another residence while receiving home ownership assistance; (6) supplying all required information to the PHA, including but not limited to annual verification of household income, notice of change in home ownership expenses, notice of move-out, and notice of mortgage default; (7) allowing inspections of the home and maintaining the unit in a decent and safe manner; and (8) repairing any incipient code violations identified from the independent inspector's report within six (6) months of ownership.

15-VII.J. MAXIMUM TERM OF HOMEOWNER ASSISTANCE [24 CFR 982.634]

Except in the case of a family that qualifies as an elderly or disabled family, other family members (described below) shall not receive homeownership assistance for more than:

- Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
- Ten years, in all other cases.

The maximum term described above applies to any member of the family who:

- Has an ownership interest in the unit during the time that homeownership payments are made; or
- Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in this part.

15-VII.K. HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES [24 CFR 982.635]

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, the PHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described elsewhere in this plan for the Housing Choice Voucher program. The payment standard for a family is the greater of (i) The payment standard as determined at the commencement of homeownership assistance for occupancy of the home, or (ii) The payment standard at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

The PHA must adopt policies for determining the amount of homeownership expenses to be allowed by the PHA in accordance with HUD requirements.

Homeownership expenses (not including cooperatives) must include amounts allowed by the PHA to cover:

- Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
- Real estate taxes and public assessments on the home;
- Home insurance;
- The PHA allowance for maintenance expenses;
- The PHA allowance for costs of major repairs and replacements;
- The PHA utility allowance for the home;
- Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person;
- Land lease payments where a family does not own fee title to the real property on which the home is located; [see 24 CFR 982.628(b)].
- For a condominium unit, condominium operating charges or maintenance fees assessed by the condominium homeowner association.

The PHA does not have the discretion to exclude any of the listed homeownership expenses or to add any additional items.

Homeownership expenses for a cooperative member include amounts allowed by the PHA to cover:

- The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
- Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
- Home insurance;
- The PHA allowance for maintenance expenses;
- The PHA allowance for costs of major repairs and replacements;
- The PHA utility allowance for the home; and
- Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- Cooperative operating charges or maintenance fees assessed by the cooperative homeowner association.

PHA Policy

The PHA will use the following amounts for homeownership expenses:

Monthly homeownership payment. This includes principal and interest on initial mortgage debt, taxes and insurance, public assessments, and any mortgage insurance premium, if applicable.

Utility allowance. The PHA's utility allowance for the unit, based on the current HCV utility allowance schedule.

Monthly maintenance/major repair/replacement allowance. A single monthly maintenance/repair/replacement allowance will be provided at \$120 per month.

Monthly co-op/condominium assessments. If applicable, the monthly amount of co-op or condominium association operation and maintenance assessments.

Monthly principal and interest on debt for improvements. Principal and interest for major home repair, replacements, or improvements, if applicable.

Land lease payments. Land lease payments where a family does not own fee title to the real property on which the home is located.

The PHA may pay the homeownership assistance payments directly to the family, or at the PHA's discretion, to a lender on behalf of the family. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family.

PHA Policy

The PHA's housing assistance payment will be paid directly to the family. It will be the family's responsibility to make the entire payment to the lender. The PHA may make an exception if the family requests the payment to go directly to the lender, and this arrangement is acceptable to the mortgage company. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family.

15-VIII.L. PORTABILITY [24 CFR 982.636, 982.637, 982.353(b) and (c), 982.552, 982.553]

Subject to the restrictions on portability included in HUD regulations and PHA policies, a family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families. The receiving PHA may absorb the family into its voucher program or bill the initial PHA.

The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.

15-VII.M. MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]

A family receiving homeownership assistance may move with continued tenant-based assistance or with voucher homeownership assistance.

The PHA must determine that all initial requirements have been satisfied if a family that has received homeownership assistance wants to move with continued homeownership assistance. However, the following do not apply:

- The requirement that a family must be a first-time homeowner is not applicable.
- The requirement for pre-assistance counseling is not applicable. However, the PHA may require that the family complete additional counseling (before or after moving to a new unit with continued homeownership assistance).

Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home. However, when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, and the move is needed to protect the health or safety of the family or family member (or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move), such family or family member may be assisted with continued tenant-based assistance even if they own any title or other interest in the prior home.

The PHA may deny permission to move to a new unit with continued voucher assistance:

- If the PHA has insufficient funding to provide continued assistance.
- In accordance with 24 CFR 982.638, regarding denial or termination of assistance.
- In accordance with the PHA's policy regarding number of moves within a 12-month period.

The PHA must deny the family permission to move to a new unit with continued voucher rental assistance if:

- The family defaulted on an FHA-insured mortgage; and
- The family fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and
- The family has moved, or will move, from the home within the period established or approved by HUD.

PHA Policy

For families participating in the homeownership option, requests to move will be approved and/or denied in accordance with PHA policies in Chapter 10.

The PHA will not require additional counseling of any families who move with continued assistance.

15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]

At any time, the PHA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).

The PHA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633 and in accordance with its own policy, with the exception of failure to meet obligations under the Family Self-Sufficiency program as prohibited under the alternative requirements set forth in FR Notice 12/29/14.

Homeownership assistance for a family automatically terminates 180 calendar days after the last homeownership assistance payment on behalf of the family. However, a PHA may grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

PHA Policy

In order for the PHA to consider granting relief from the requirement to automatically terminate homeownership assistance 180 days following the PHA's last housing assistance payment on behalf of the family, the family must submit a written request to the PHA at least 30 days prior to the date of automatic termination. The request must include an explanation of the circumstances that will cause an extreme hardship for the family (e.g., the imminent loss of income or employment) as well as documentation supporting the request. The PHA will determine on a case-by-case basis whether to grant relief from the requirement and for what period of time. In no case will the PHA postpone termination beyond an additional 90 days.

The PHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

PHA Policy

The PHA will terminate a family's homeownership assistance if the family violates any of the homeowner obligations listed in Section 1, as well as for any of the reasons listed in Section 2 of form HUD-52649, Statement of Homeowner Obligations Housing Choice Homeownership Voucher Program.

In making its decision to terminate homeownership assistance, the PHA will consider alternatives as described in Section 12-II.C and other factors described in Section 12-II.D. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate assistance.

Termination notices will be sent in accordance with the requirements and policies set forth in Section 12-II.F.

Home ownership assistance will only be provided while the family resides in the home. The home must be the family's only residence. If the family moves out of the home, the HA will not continue home ownership assistance commencing with the month after the family moves out.

A participant in the HCV Home Ownership Program shall be entitled to the same termination notice and informal hearing procedures as set forth in the Administrative Plan for the City of Dubuque.

Chapter 16

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this plan. The policies are discussed in seven parts as described below:

Part I: Administrative Fee Reserve. This part describes the PHA's policies with regard to oversight of expenditures from its administrative fee reserve.

Part II: Setting Program Standards and Schedules. This part describes what payment standards are, and how they are updated, as well as how utility allowances are established and revised.

Part III: Informal Reviews and Hearings. This part outlines the requirements and procedures for informal reviews and hearings, and for informal hearings regarding citizenship status.

Part IV: Owner or Family Debts to the PHA. This part describes policies for recovery of monies that the PHA has overpaid on behalf of families, or to owners, and describes the circumstances under which the PHA will offer repayment agreements to owners and families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part V: Section 8 Management Assessment Program (SEMAP). This part describes what the SEMAP scores represent, how they are established, and how those scores affect a PHA.

Part VI: Record-Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies the PHA will follow.

Part VII: Reporting and Record Keeping for Children with Elevated Blood Lead Level. This part describes the PHA's responsibilities for reporting, data collection, and record keeping relative to children with elevated blood lead levels that are less than six years of age, and are receiving HCV assistance.

Part VIII: Determination of Insufficient Funding. This part describes the PHA's policies for determining if there is sufficient funding to issue vouchers, to approve moves to higher cost units or areas, and to continue assistance for all participant families.

Part IX: Violence against Women Act (VAWA): Notification, Documentation, Confidentiality. This part contains key terms used in VAWA and describes requirements related to notifying families and owners about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking; and maintaining the confidentiality of information obtained from victims.

PART I: ADMINISTRATIVE FEE RESERVE [24 CFR 982.155]

The PHA will maintain administrative fee reserves, or unrestricted net position (UNP) for the program to pay program administrative expenses in excess of administrative fees paid by HUD for a PHA fiscal year. HUD appropriations acts beginning with FFY 2004 have specified that administrative fee funding may be used only for activities related to the provision of HCV assistance, including related development activities. Notice PIH 2012-9 cites two examples of related development activities: unit modification for accessibility purposes and development of project-based voucher units. The notice makes clear that other activities may also qualify as related development activities. Administrative fees that remain in the UNP account from funding provided prior to 2004 may be used for “other housing purposes permitted by state and local law,” in accordance with 24 CFR 982.155(b)(1).

In addition, as specified in Notice PIH 2022-18, PHAs may use administrative fee funding for both administrative and “other expenses” needed to employ strategies and undertake activities beyond regular administrative responsibilities to facilitate the successful leasing and use of housing choice vouchers by families, such as through the use of security deposit assistance and landlord recruitment and incentive payments, among other allowable expenses specified in the notice. PHAs are also permitted to use UNP for these expenses [Notice PIH 2022-18].

If a PHA has not adequately administered its HCV program, HUD may prohibit use of funds in the UNP Account and may direct the PHA to use funds in that account to improve administration of the program, for HCV HAP expenses, or to reimburse ineligible expenses in accordance with the regulation at 24 CFR 982.155(b)(3).

HUD requires the PHA Board of Commissioners or other authorized officials to establish the maximum amount that may be charged against the UNP account without specific approval.

PHA Policy

Expenditures from the UNP account will be made in accordance with all applicable federal requirements. Expenditures shall be based upon the City of Dubuque annual budget adopted by the City Council.

PART II: SETTING PROGRAM STANDARDS AND SCHEDULES

16-II.A. OVERVIEW

Although many of the program's requirements are established centrally by HUD, the HCV program's regulations recognize that some flexibility is required to allow the PHA to adapt the program to local conditions. This part discusses how the PHA establishes and updates certain schedules and standards that are used to administer the program locally. Details about how these schedules are applied to individual families are provided in other chapters. The schedules and standards discussed here include:

- *Payment Standards*, which dictate the maximum subsidy a family can receive (application of the payment standards is discussed in Chapter 6); and
- *Utility Allowances*, which specify how a family's payment should be adjusted to account for tenant-paid utilities (application of utility allowances is discussed in Chapter 6).

PHA Policy

Copies of the payment standard and utility allowance schedules are available for review in the PHA's offices during normal business hours.

Families, owners, and members of the public may submit written comments on the schedules discussed in this part, at any time, for consideration during the next revision cycle.

The PHA will maintain documentation to support its annual review of payment standards and utility allowance schedules. This documentation will be retained for at least 3 years.

Establishing and updating the PHA passbook rate, which is used to calculate imputed income from assets, is covered in Chapter 6 (see Section 6-I.G.).

16-II.B. PAYMENT STANDARDS [24 CFR 982.503; HCV GB, Chapter 7]

The payment standard sets the maximum subsidy payment a family can receive from the PHA each month [24 CFR 982.505(a)]. Payment standards are based on fair market rents (FMRs) published annually by HUD. FMRs are set at a percentile within the rent distribution of standard quality rental housing units in each FMR area. For most jurisdictions FMRs are set at the 40th percentile of rents in the market area.

The PHA must establish a payment standard schedule that establishes payment standard amounts for each FMR area within the PHA's jurisdiction, and for each unit size within each of the FMR areas. For each unit size, the PHA may establish a single payment standard amount for the whole FMR area, or may set different payment standards for different parts of the FMR area. Unless HUD grants an exception, the PHA is required to establish a payment standard within a "basic range" established by HUD – between 90 and 110 percent of the published FMR for each unit size.

Updating Payment Standards

When HUD updates its FMRs, the PHA must update its payment standards if the standards are no longer within the basic range [24 CFR 982.503(b)]. HUD may require the PHA to make further adjustments if it determines that rent burdens for assisted families in the PHA's jurisdiction are unacceptably high [24 CFR 982.503(g)].

PHA Policy

The PHA will review the appropriateness of the payment standards on an annual basis when the new FMR is published, and at other times as determined necessary. In addition to ensuring the payment standards are always within the "basic range" the PHA will consider the following factors when determining whether an adjustment should be made to the payment standard schedule:

Funding Availability: The PHA will review the budget to determine the impact projected subsidy adjustments will have on funding available for the program and the number of families served. The PHA will compare the number of families who could be served under revised payment standard amounts with the number assisted under current payment standard amounts.

Rent Burden of Participating Families: Rent burden will be determined by identifying the percentage of families, for each unit size, that are paying more than 30 percent of their monthly adjusted income as the family share. When 40 percent or more of families, for any given unit size, are paying more than 30 percent of adjusted monthly income as the family share, the PHA will consider increasing the payment standard. In evaluating rent burdens, the PHA will not include families renting a larger unit than their family unit size.

Quality of Units Selected: The PHA may review the quality of units selected by participant families when making the determination of the percent of income families are paying for housing, to ensure that payment standard increases are only made when needed to reach the mid-range of the market.

Changes in Rent to Owner: The PHA may review a sample of the units to determine how often owners are increasing or decreasing rents and the average percent of increases/decreases by bedroom size.

Unit Availability: The PHA may review the availability of units for each unit size, particularly in areas with low concentrations of poor and minority families.

Lease-up Time and Success Rate: The PHA may consider the percentage of families that are unable to locate suitable housing before the voucher expires and whether families are leaving the jurisdiction to find affordable housing.

Effective dates of changes to payment standard amounts will be determined at time of update. The PHA will always ensure the payment standards will be within the basic range.

Exception Payment Standards [24 CFR 982.503(c)(5), Notice PIH 2018-01, FR Notice 9/27/21]

A non-SAFMR PHA may establish an exception payment standard for a zip code area of up to and including 110 percent of the SAFMR determined by HUD for that zip code area. Regardless of the level of the exception payment standard compared to the metropolitan area FMRs (MAFMRs), the PHA must send an email to SAFMRs@hud.gov to notify HUD that it has adopted an exception payment standard based on the SAFMR. A PHA that adopts an exception payment standard pursuant to this authority must apply it to the entire ZIP code area, for both its HCV, and if applicable, its PBV program. For the PBV program, this means that the rent to owner may not exceed the new exception payment standard amount, provided the rent is still reasonable. A PHA that adopts an exception payment standard area must revise its briefing materials to make families aware of the exception payment standard and the area that it covers.

In addition, HUD allows PHAs to establish a HUD-Veterans Affairs Supportive Housing (HUD-VASH) exception payment standard. PHAs may go up to but no higher than 120 percent of the FMR or SAFMR specifically for VASH families. PHAs who want to establish a VASH exception payment standard over 120 percent must still request a waiver from HUD (See Section 19-III.E.).

Voluntary Use of Small Area FMRs [24 CFR 982.503, Notice PIH 2018-01]

PHAs that administer vouchers in a metropolitan area where the adoption of SAFMRs is not required may request approval from HUD to voluntarily adopt SAFMRs. SAFMRs may be voluntarily adopted for one or more zip code areas.

PHA Policy

The City of Dubuque has elected to use SAFMRs for 52001, 52002, and 52003. The PHA will monitor the publication of SAFMRs yearly and will adjust within 90 days of HUD's publication.

SAFMRs will be set to 110% when the basic range is not high enough to meet programmatic goals such as high utilization and success rates, landlord participation, and/or reasonable rent burdens for program participants as outlined in PIH Notice 2024-34,

SAFMRs will be set to 120% when The City of Dubuque has a success rate fewer than 75% of the families to whom the PHA issued tenant-based vouchers during the most recent 12-month period for which there is success rate data available have become participants in the voucher program; and/or more than 40% of the families with tenant based vouchers administered by the agency pay more than 30% of adjusted income as the family share as outlined in PIH Notice 2024-34.

Unit-by-Unit Exceptions [24 CFR 982.503(b), 24 CFR 982.505(d), Notice PIH 2010-26]

Unit-by-unit exceptions to the PHA's payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. (See Chapter 2 for a discussion of reasonable accommodations.) This type of exception does not affect the PHA's payment standard schedule.

When needed as a reasonable accommodation, the PHA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 120 percent of the applicable FMR for the unit size [24 CFR 982.503(b)]. The PHA may request HUD approval for an exception to the payment standard for a particular family if the required amount exceeds 120 percent of the FMR.

PHA Policy

A family that requires a reasonable accommodation may request a higher payment standard at the time the Request for Tenancy Approval (RTA) is submitted. The family must document the need for the exception. In order to approve an exception, or request an exception from HUD, the PHA must determine that:

There is a shortage of affordable units that would be appropriate for the family;

The family share would otherwise exceed 40 percent of adjusted monthly income; and

The rent for the unit is reasonable.

"Success Rate" Payment Standard Amounts [24 CFR 982.503(e)]

If a substantial percentage of families have difficulty finding a suitable unit, the PHA may request a "success rate payment standard" that applies to the entire jurisdiction. If approved by HUD, a success rate payment standard allows the PHA to set its payment standards at 90-110 percent of a higher FMR (the 50th, rather than the 40th percentile FMR). To support the request, the PHA must demonstrate that during the most recent 6-month period for which information is available:

- Fewer than 75 percent of families who were issued vouchers became participants;
- The PHA had established payment standards for all unit sizes, and for the entire jurisdiction, at 110 percent of the published FMR; and
- The PHA had a policy of allowing voucher holders who made sustained efforts to locate units at least 90 days to search for a unit.

Although HUD approves the success rate payment standard for all unit sizes in the FMR area, the PHA may choose to adjust the payment standard for only some unit sizes in all, or a designated part, of the PHA's jurisdiction within the FMR area.

Decreases in the Payment Standard below the Basic Range [24 CFR 982.503(d)]

The PHA must request HUD approval to establish a payment standard amount that is lower than the basic range. At HUD's sole discretion, HUD may approve establishment of a payment standard lower than the basic range. HUD will not approve a lower payment standard if the family share for more than 40 percent of program participants exceeds 30 percent of adjusted monthly income.

16-II.C. UTILITY ALLOWANCES [24 CFR 982.517]

A PHA-established utility allowance schedule is used in determining family share and PHA subsidy. The PHA must maintain a utility allowance schedule for (1) all tenant-paid utilities, (2) the cost of tenant-supplied refrigerators and ranges, and (3) other tenant-paid housing services such as trash collection.

The utility allowance schedule must be determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, the PHA must use normal patterns of consumption for the community as a whole, and current utility rates.

The utility allowance must include the utilities and services that are necessary in the locality to provide housing that complies with housing quality standards. Costs for telephone, cable/satellite television, and internet services are not included in the utility allowance schedule.

In the utility allowance schedule, the PHA must classify utilities and other housing services according to the following general categories: space heating; air conditioning; cooking; water heating; water; sewer; trash collection; other electric; cost of tenant-supplied refrigerator; cost of tenant-supplied range; and other specified housing services.

The cost of each utility and housing service must be stated separately by unit size and type. Chapter 18 of the *HCV Guidebook* provides detailed guidance to the PHA about establishing utility allowance schedules.

Air Conditioning

An allowance for air-conditioning must be provided when the majority of housing units in the market have central air-conditioning or are wired for tenant-installed air conditioners.

PHA Policy

The PHA has included an allowance for air-conditioning in its schedule. Central air-conditioning or a portable air conditioner must be present in a unit before the PHA will apply this allowance to a family's rent and subsidy calculations.

Reasonable Accommodation and Individual Relief

Upon request from a family that includes a person with disabilities, the PHA must approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible and usable by the family member with a disability [24 CFR 982.517(e)]. See Chapter 2 for policies regarding the request and approval of reasonable accommodations.

Further, the PHA may grant requests for relief from charges in excess of the utility allowance on reasonable grounds, such as special needs of the elderly, ill, or residents with disabilities, or special factors not within control of the resident, as the PHA deems appropriate. The family must request the higher allowance and provide the PHA with an explanation of the need for the individual relief and information about the amount of additional allowance required [see HCV GB, p. 18-8].

PHAs should develop criteria for granting individual relief and to notify residents about the availability of individual relief, and also to notify participants about the availability of individual relief programs (sometimes referred to as “Medical Baseline discounts”) offered by the local utility company. Policies for granting exception utility allowances can be found in Section 6-III.D. of this plan.

Utility Allowance Revisions

The PHA must review its schedule of utility allowances each year, and must revise the schedule if there has been a change of 10 percent or more in any utility rate since the last time the allowance for that utility was revised [24 CFR 982.517(c)(1)].

The PHA must maintain information supporting its annual review of utility allowance and any revisions made in its utility allowance schedule.

PART III: INFORMAL REVIEWS AND HEARINGS

16-III.A. OVERVIEW

Both applicants and participants have the right to disagree with, and appeal, certain decisions of the PHA that may adversely affect them. PHA decisions that may be appealed by applicants and participants are discussed in this section.

The process for applicant appeals of PHA decisions is called the “informal review.” For participants (or applicants denied admission because of citizenship issues), the appeal process is called an “informal hearing.” PHAs are required to include informal review procedures for applicants and informal hearing procedures for participants in their administrative plans [24 CFR 982.54(d)(12) and (13)].

16-III.B. INFORMAL REVIEWS

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a “minimum hearing requirement” [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements [*Federal Register* 60, no. 127 (3 July 1995): 34690].

Decisions Subject to Informal Review [24 CFR 982.554(a) and (c)]

The PHA must give an applicant the opportunity for an informal review of a decision denying assistance [24 CFR 982.554(a)]. Denial of assistance may include any or all of the following [24 CFR 982.552(a)(2)]:

- Denying listing on the PHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Informal reviews are *not* required for the following reasons [24 CFR 982.554(c)]:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family unit size under the PHA subsidy standards
- A PHA determination not to approve an extension of a voucher term
- A PHA determination not to grant approval of the tenancy
- A PHA determination that the unit is not in compliance with the HQS
- A PHA determination that the unit is not in accordance with the HQS due to family size or composition

PHA Policy

The PHA will only offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes: denying listing on the PHA waiting list; denying or withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; refusing to process or provide assistance under portability procedures.

Notice to the Applicant [24 CFR 982.554(a)]

The PHA must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for the PHA decision, and must also state that the applicant may request an informal review of the decision. The notice must describe how to obtain the informal review.

Scheduling an Informal Review

PHA Policy

A request for an informal review must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's denial of assistance.

The PHA must schedule and send written notice of the informal review within 10 business days of the family's request.

The participant may request to reschedule a review for good cause. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the participant. Requests to reschedule a review must be made orally or in writing prior to the review date. At its discretion, the PHA may request documentation of the conflict prior to rescheduling the review.

Any notice of the inability of the applicant to attend the review must be provided within 24 hours of the review along with third party verification of the conflict. The review officer will have the sole discretion to decide if the request is legitimate and with good cause.

If the informal review will be conducted remotely, at the time the PHA notifies the family of the informal review, the family will be informed:

Regarding the processes to conduct a remote informal review;

That, if needed, the PHA will provide technical assistance prior to and during the informal review; and

That if the family or any individual witness has any technological, resource, or accessibility barriers preventing them from fully accessing the remote informal review, the family may inform the PHA and the PHA will assist the family in either resolving the issues or allow the family to participate in an in-person informal review, as appropriate.

Informal Review Procedures [24 CFR 982.554(b)]

The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant must be provided an opportunity to present written or oral objections to the decision of the PHA.

Remote Informal Reviews [Notice PIH 2020-32]

There is no requirement that informal reviews be conducted in-person and, as such, HUD allows PHAs to conduct all or a portion of their informal review remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote informal reviews, applicants may still request an in-person informal review, as applicable.

PHA Policy

The PHA has the sole discretion to require that informal reviews be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, the PHA will conduct an informal review remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal review, or if the applicant believes an in-person informal review would create an undue health risk. The PHA will consider other reasonable requests for a remote informal review on a case-by-case basis.

Ensuring Accessibility for Persons with Disabilities and LEP Individuals

As with in-person informal reviews, the platform for conducting remote informal reviews must be accessible to persons with disabilities and the informal review must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote informal hearings.

PHAs are required to make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have a full and equal opportunity to participate in and benefit from all aspects of the informal review process. See Chapter 2 for a more detailed discussion of reasonable accommodation requirements.

If no method of conducting a remote informal review is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual their inability to participate in the remote informal review, and the PHA should consider whether postponing the remote informal review to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances and requirements.

As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote informal reviews, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal reviews.

Conducting Remote Informal Reviews

The PHA must ensure that the lack of technology or inability to use technology for remote informal reviews does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote informal review and, if the family does not have the proper technology to fully participate, either postpone the informal review or provide an alternative means of access.

As with in-person informal reviews, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal review. The family must also be provided with an accessible means by which to transmit their own evidence.

The PHA must ensure that the applicant has the right to hear and be heard. All PHA policies and processes for remote informal reviews must be conducted in accordance with due process requirements and be in compliance with HUD regulations at 24 CFR 982.554 and guidance specified in Notice PIH 2020-32.

PHA Policy

The PHA will conduct remote informal reviews via a video conferencing platform, when available. If, after attempting to resolve any barriers, applicants are unable to adequately access the video conferencing platform at any point, or upon applicant request, the informal review will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote informal review will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to scheduling the remote review, the PHA will provide the family with login information and/or conferencing call-in information and an electronic and/or physical copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the informal review and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person informal review.

If the informal review is to be conducted remotely, the PHA will require the family to provide any documents directly relevant to the informal review at least 24 hours before the scheduled review through the mail, via email, or text. The PHA will scan and email copies of these documents to the PHA representative the same day.

Documents will be shared electronically whenever possible.

The PHA will follow up the email with a phone call and/or email to the applicant at least one business day prior to the remote informal review to ensure that the applicant received all information and is comfortable accessing the video conferencing or call-in platform.

The PHA will ensure that all electronic information stored or transmitted with respect to the informal review is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

Informal Review Decision [24 CFR 982.554(b)]

The PHA must notify the applicant of the PHA's final decision, including a brief statement of the reasons for the final decision.

PHA Policy

In rendering a decision, the PHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice to the family.

The validity of the grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned.

The validity of the evidence. The PHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, the PHA will uphold the decision to deny assistance.

If the facts prove the grounds for denial, and the denial is discretionary, the PHA will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.

The PHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal review, to the applicant and their representative, if any, along with proof of mailing.

If the decision to deny is overturned as a result of the informal review, processing for admission will resume.

If the family fails to appear for their informal review, the denial of admission will stand and the family will be so notified.

16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]

PHAs must offer an informal hearing for certain PHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the PHA's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether the PHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and PHA policies.

The PHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed.

Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

Decisions Subject to Informal Hearing

Circumstances for which the PHA must give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule
- A determination of the family unit size under the PHA's subsidy standards
- A determination to terminate assistance for a participant family because of the family's actions or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under PHA policy and HUD rules
- A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)]

Circumstances for which an informal hearing is not required are as follows:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve an extension of a voucher term
- A PHA determination not to approve a unit or tenancy
- A PHA determination that a unit selected by the applicant is not in compliance with the HQS
- A PHA determination that the unit is not in accordance with HQS because of family size
- A determination by the PHA to exercise or not to exercise any right or remedy against an owner under a HAP contract

PHA Policy

The PHA will only offer participants the opportunity for an informal hearing when required to by the regulations, and if the PHA denies a request for a reasonable accommodation (see Chapter 2).

Remote Informal Hearings [Notice PIH 2020-32]

There is no requirement that informal hearings be conducted in-person, and as such, HUD allows PHAs to conduct all or a portion of their informal hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote informal hearings, applicants may still request an in-person informal hearing, as applicable.

PHA Policy

The PHA has the sole discretion to require that informal hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, the PHA will conduct an informal hearing remotely upon request as a reasonable accommodation for a person with a disability, if a participant does not have child care or transportation that would enable them to attend the informal hearing, or if the participant believes an in-person hearing would create an undue health risk. The PHA will consider other reasonable requests for a remote informal hearing on a case-by-case basis.

Ensuring Accessibility for Persons with Disabilities and LEP Individuals

As with in-person informal hearings, the platform for conducting remote informal hearings must be accessible to persons with disabilities and the informal hearings must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote informal hearings.

PHAs are required to make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have a full and equal opportunity to participate in and benefit from all aspects of the informal hearing process. See Chapter 2 for a more detailed discussion of reasonable accommodation requirements.

If no method of conducting a remote informal hearing is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual their inability to participate in the remote informal hearing, and the PHA should consider whether postponing the remote hearing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation will depend on the specific circumstances and requirements.

As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote informal hearings, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal hearings.

Conducting Informal Hearings Remotely

The PHA must ensure that the lack of technology or inability to use technology for remote informal hearings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote informal hearing and, if the family does not have the proper technology to fully participate, either postpone the informal hearing or provide an alternative means of access.

As with in-person informal hearings, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

The PHA's essential responsibility is to ensure informal hearings meet the requirements of due process and comply with HUD regulations. Therefore, all PHA policies and processes for remote informal hearings will be conducted in accordance with due process requirements, and will be in compliance with HUD regulations at 24 CFR 982.555 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

PHA Policy

The PHA will conduct remote informal hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, participants are unable to adequately access the video conferencing platform at any point, or upon request, the informal hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote informal hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to scheduling the remote hearing, the PHA will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

The PHA will follow up with a phone call and/or email to the family at least one business day prior to the remote informal hearing to ensure that the family received all information and is comfortable accessing the video conferencing or call-in platform.

The PHA will ensure that all electronic information stored or transmitted with respect to the informal hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

Informal Hearing Procedures

Notice to the Family [24 CFR 982.555(c)]

When the PHA makes a decision that is subject to informal hearing procedures, the PHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, the PHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to the PHA's subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

PHA Policy

In cases where the PHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

- The proposed action or decision of the PHA.

- A brief statement of the reasons for the decision, including the regulatory reference.

- The date the proposed action will take place.

- A statement of the family's right to an explanation of the basis for the PHA's decision.

- A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.

- A deadline for the family to request the informal hearing.

- To whom the hearing request should be addressed.

- A copy of the PHA's hearing procedures.

- That the family may request a remote informal hearing.

Scheduling an Informal Hearing [24 CFR 982.555(d)]

When an informal hearing is required, the PHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

PHA Policy

The request for an informal hearing will only be considered if the family contests that the information provided by the PHA is untrue or inaccurate, or that the PHA did not follow all federal regulations, including consideration under the Violence Against Women's Act prior to their decision to act.

If the request for an informal hearing does not meet the above requirements, an informal hearing will not be provided.

A request for an informal hearing must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's decision or notice to terminate assistance. The PHA must schedule and send written notice of the informal hearing to the family within 10 business days of the family's request.

If the PHA hearing will be conducted remotely, at the time the notice is sent to the family, the family will be notified:

- Regarding the processes involved in a remote informal hearing;

- That the PHA will provide technical assistance prior to and during the informal hearing, if needed; and

- That if the family or any individual witness has any technological, resource, or accessibility barriers, the family may inform the PHA and the PHA will assist the family in either resolving the issue or allow the family to participate in an in-person hearing, as appropriate.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear within 20 minutes of the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities. If the family cannot show good cause for the failure to appear, or a rescheduling is not needed as a reasonable accommodation, the PHA's decision will stand.

Pre-Hearing Right to Discovery [24 CFR 982.555(e)]

Participants and the PHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

PHA Policy

The family will be allowed to copy any documents related to the hearing at no cost to the family. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date.

If the hearing will be conducted remotely, the PHA will compile a hearing packet, consisting of all documents the PHA intends to produce at the informal hearing. The PHA will mail copies of the hearing packet to the family, the family's representatives, if any, and the hearing officer at least three days before the scheduled remote informal hearing. The original hearing packet will be in the possession of the PHA representative and retained by the PHA.

Documents will be shared electronically whenever possible.

The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at the PHA offices before the hearing any family documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing.

PHA Policy

For in-person hearings, the PHA will not require pre-hearing discovery by the PHA of family documents directly relevant to the hearing.

If the informal hearing is to be conducted remotely, the PHA will require the family to provide any documents directly relevant to the informal hearing at least 24 hours before the scheduled hearing through the mail, via email, or text. The PHA will scan and email copies of these documents to the hearing officer and the PHA representative the same day.

Documents will be shared electronically whenever possible.

Participant's Right to Bring Counsel [24 CFR 982.555(e)(3)]

At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

Informal Hearing Officer [24 CFR 982.555(e)(4)]

Informal hearings will be conducted by a person or persons approved by the PHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

Attendance at the Informal Hearing

PHA Policy

Hearings may be attended by a hearing officer and the following applicable persons:

A PHA representative(s) and any witnesses for the PHA

The participant and any witnesses for the participant

The participant's counsel or other representative

Any other person approved by the PHA as a reasonable accommodation for a person with a disability

Conduct at Hearings

The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA's hearing procedures [24 CFR 982.555(4)(ii)].

PHA Policy

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

Evidence [24 CFR 982.555(e)(5)]

The PHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

PHA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses

Documentary evidence: a writing which is relevant to the case, for example, a letter written to the PHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence based not on a witness' personal knowledge. In and of itself, hearsay evidence carries no weight when making a finding of fact. The hearing officer may include hearsay evidence when considering their decision if it is corroborated by other evidence. Even though hearsay evidence is generally admissible in a hearing, the hearing officer will not base a hearing decision on hearsay alone unless there is clear probative value and credibility of the evidence, and the party seeking the change has met the burden of proof.

If either the PHA (or the family, if required in a remote hearing) fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

Procedures for Rehearing or Further Hearing

PHA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.

Hearing Officer's Decision [24 CFR 982.555(e)(6)]

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing.

PHA Policy

In rendering a decision, the hearing officer will consider the following matters:

PHA Notice to the Family: The hearing officer will determine if the reasons for the PHA's decision are factually stated in the Notice.

Discovery: The hearing officer will determine if the PHA and the family were given the opportunity to examine any relevant documents in accordance with PHA policy.

PHA Evidence to Support the PHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the PHA's conclusion.

Validity of Grounds for Termination of Assistance (when applicable): The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.

The hearing officer will issue a written decision to the family and the PHA no later than 10 business days after the hearing. The report will contain the following information:

Hearing information:

Name of the participant;

Date, time and place of the hearing;

Name of the hearing officer;

Name of the PHA representative; and

Name of family representative (if any).

Background: A brief, impartial statement of the reason for the hearing.

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of their testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the PHA's decision.

Order: The hearing report will include a statement of whether the PHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the PHA to change the decision in accordance with the hearing officer's determination. In the case of termination of assistance, the hearing officer will instruct the PHA to restore the participant's program status.

Issuance of Decision [24 CFR 982.555(e)(6)]

A copy of the hearing must be furnished promptly to the family.

PHA Policy

The hearing officer will mail a "Notice of Hearing Decision" to the PHA and to the participant on the same day. This notice will be sent by first-class mail. The participant will be mailed the original "Notice of Hearing Decision" and a copy of the proof of mailing. A copy of the "Notice of Hearing Decision" will be maintained in the PHA's file.

Effect of Final Decision [24 CFR 982.555(f)]

The PHA is not bound by the decision of the hearing officer for matters in which the PHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to federal, state, or local laws.

If the PHA determines it is not bound by the hearing officer's decision in accordance with HUD regulations, the PHA must promptly notify the family of the determination and the reason for the determination.

PHA Policy

The Executive Director has the authority to determine that the PHA is not bound by the decision of the hearing officer because the PHA was not required to provide a hearing, the decision exceeded the authority of the hearing officer, the decision conflicted with or contradicted HUD regulations, requirements, or the decision was otherwise contrary to federal, state, or local laws.

In such a case, the PHA will mail a "Notice of Final Decision" to the PHA and the participant on the same day. The "Notice of Final Decision" will be sent by first-class mail. A copy of this notice will be maintained in the PHA's file.

16-III.D. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an informal hearing, not an informal review.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

The notice of denial or termination of assistance for noncitizens must advise the family:

- That financial assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a participant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

USCIS Appeal Process [24 CFR 5.514(e)]

When the PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and the proof of mailing.

PHA Policy

The PHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

The family must provide the PHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the PHA, of its decision. When the USCIS notifies the PHA of the decision, the PHA must notify the family of its right to request an informal hearing.

PHA Policy

The PHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

The PHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision. See Section 16-III.C. for a listing of positions that serve as informal hearing officers.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

PHA Policy

The family will be allowed to copy any documents related to the hearing at no charge. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the PHA, and to confront and cross-examine all witnesses on whose testimony or information the PHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to request an interpreter. Upon request, the PHA will provide competent interpretation services, free of charge.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to provide a transcript of the hearing.

PHA Policy

The PHA will not provide a transcript of an audio taped hearing.

Hearing Decision

The PHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The decision must state the basis for the decision.

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

For the informal hearing procedures that apply to participant families whose assistance is being terminated based on immigration status, see Section 16-III.C.

Retention of Documents [24 CFR 5.514(h)]

The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

PART IV: OWNER OR FAMILY DEBTS TO THE PHA

16-IV.A. OVERVIEW

PHAs are required to include in the administrative plan, policies concerning repayment by a family of amounts owed to the PHA [24 CFR 982.54]. If the family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA, the PHA, at its discretion, may offer a family the opportunity to enter an agreement to pay amounts owed to a PHA or amounts paid to an owner by a PHA. The PHA may prescribe the terms of the agreement [24 CFR 982.552(c)(1)(vii)]. This part describes the PHA's policies for recovery of monies owed to the PHA by families or owners.

PHA Policy

When an action or inaction of an owner or participant results in the overpayment of housing assistance, the PHA holds the owner or participant liable to return any overpayments to the PHA.

The PHA will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

16-IV.B. REPAYMENT POLICY

Owner Debts to the PHA

PHA Policy

Any amount due to the PHA by an owner must be repaid by the owner within 30 days of the PHA determination of the debt.

If the owner fails to repay the debt within the required time frame and is entitled to future HAP payments, the PHA will reduce the future HAP payments by the amount owed until the debt is paid in full.

If the owner is not entitled to future HAP payments the PHA may, in its sole discretion, offer to enter into a repayment agreement on terms prescribed by the PHA.

If the owner refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the PHA will ban the owner from future participation in the program and pursue other modes of collection.

When an owner refuses to repay monies owed to the PHA, the PHA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil lawsuit
- State income tax set-off program

Family Debts to the PHA

Families are required to reimburse the PHA if they were charged less rent than required because the family either underreported or failed to report income. PHAs are required to determine retroactive rent amounts as far back as the PHA has documentation of family unreported income [Notice PIH 2018-18].

PHA Policy

Any amount owed to the PHA by an HCV family must be repaid by the family. If the family is unable to repay the debt within 30 days, the PHA will offer to enter into a repayment agreement in accordance with the policies below.

Refusal to Enter into an Agreement

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the PHA must terminate assistance [Notice PIH 2018-18].

PHA Policy

When a family refuses to repay monies owed to the PHA, in addition to termination of program assistance, the PHA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil lawsuit
- State income tax set-off program

Repayment Agreement [24 CFR 792.103]

The term *repayment agreement* refers to a formal written document signed by a tenant or owner and provided to the PHA in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

General Repayment Agreement Guidelines for Families

Down Payment Requirement

PHA Policy

Before executing a repayment agreement with a family, the PHA will generally require a down payment of 10 percent of the total amount owed. If the family can provide evidence satisfactory to the PHA that a down payment of 10 percent would impose an undue hardship, the PHA may, in its sole discretion, require a lesser percentage or waive the requirement

Payment Thresholds

Notice PIH 2018-18 recommends that the total amount that a family must pay each month—the family’s monthly share of rent plus the monthly debt repayment amount—should not exceed 40 percent of the family’s monthly adjusted income. However, a family may already be paying 40 per cent or more of its monthly adjusted income in rent. Moreover, Notice PIH 2018-18 acknowledges that PHAs have the discretion to establish “thresholds and policies” for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].

PHA Policy

The PHA has established the following thresholds for repayment of debts:

Amounts between \$1,000 and the small claims court maximum in Iowa must be repaid within 36 months.

Amounts under \$1,000 require a minimum payment of \$25 per month unless the family can provide evidence of an undue hardship..

If a family can provide evidence satisfactory to the PHA that the threshold applicable to the family’s debt would impose an undue hardship, the PHA may, in its sole discretion, determine that a lower monthly payment amount is reasonable. In making its determination, the PHA will consider all relevant information, including the following:

The amount owed by the family to the PHA

The reason for the debt, including whether the debt was the result of family action/inaction or circumstances beyond the family’s control

The family’s current and potential income and expenses

The family’s current family share, as calculated under 24 CFR 982.515

The family’s history of meeting its financial responsibilities

Execution of the Agreement

All repayment agreements must be in writing, dated, and signed by both the family and the PHA [Notice PIH 2018-18].

PHA Policy

Any repayment agreement between the PHA and a family must be signed and dated by the PHA and by the head of household and spouse/cohead (if applicable).

Due Dates

PHA Policy

All payments are due by the close of business on the last business day of the month.

Late or Missed Payments

PHA Policy

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by the PHA, the PHA will send the family a delinquency notice giving the family 10 business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the PHA will terminate assistance in accordance with the policies in Chapter 12.

If a family receives three delinquency notices for unexcused late payments in a 12-month period, the repayment agreement will be considered in default, and the PHA will terminate assistance in accordance with the policies in Chapter 12.

No Offer of Repayment Agreement

PHA Policy

The PHA generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution.

Repayment Agreement Terms

All repayment agreements must be in writing, dated, signed by both the family and the PHA, include the total retroactive rent amount owed, any amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. Notice PIH 2018-18 requires certain provisions, at a minimum, be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

- A reference to the items in the family briefing packet that state the family's obligation to provide true and complete information at every reexamination and the grounds on which the PHA may terminate assistance because of a family's action or failure to act
- A statement clarifying that each month the family not only must pay to the PHA the monthly payment amount specified in the agreement but must also pay to the owner the family's monthly share of the rent to owner
- A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases
- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of assistance

PART V: SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP)

16-V.A. OVERVIEW

The Section 8 Management Assessment Program (SEMAP) is a tool that allows HUD to measure PHA performance in key areas to ensure program integrity and accountability. SEMAP scores translate into a rating for each PHA as high performing, standard, or troubled. Scores on individual SEMAP indicators, as well as overall SEMAP ratings, can affect the PHA in several ways.

- High-performing PHAs can be given a competitive advantage under notices of funding availability [24 CFR 985.103].
- PHAs with deficiencies on one or more indicators are required to correct the deficiencies and report to HUD [24 CFR 985.106].
- PHAs with an overall rating of “troubled” are subject to additional HUD oversight, including on-site reviews by HUD staff, a requirement to develop a corrective action plan, and monitoring to ensure the successful implementation of the corrective action plan. In addition, PHAs that are designated “troubled” may not use any part of the administrative fee reserve for other housing purposes [24 CFR 985.107].
- HUD may determine that a PHA's failure to correct identified SEMAP deficiencies or to prepare and implement a corrective action plan required by HUD constitutes a default under the ACC [24 CFR 985.109].

16-V.B. SEMAP CERTIFICATION [24 CFR 985.101]

PHAs must submit the HUD-required SEMAP certification form within 60 calendar days after the end of its fiscal year. The certification must be approved by PHA board resolution and signed by the PHA executive director. If the PHA is a unit of local government or a state, a resolution approving the certification is not required, and the certification must be executed by the Section 8 program director.

PHAs with less than 250 voucher units are only required to be assessed every other PHA fiscal year. HUD will assess such PHAs annually if the PHA elects to have its performance assessed on an annual basis; or is designated as “troubled” [24 CFR 985.105].

Failure of a PHA to submit its SEMAP certification within the required time frame will result in an overall performance rating of “troubled.”

A PHA’s SEMAP certification is subject to HUD verification by an on-site confirmatory review at any time.

Upon receipt of the PHA’s SEMAP certification, HUD will rate the PHA’s performance under each SEMAP indicator in accordance with program requirements.

HUD Verification Method

Several of the SEMAP indicators are scored based on a review of a quality control sample selected for this purpose. The PHA or the Independent Auditor must select an unbiased sample that provides an adequate representation of the types of information to be assessed, in accordance with SEMAP requirements [24 CFR 985.2].

If the HUD verification method for the indicator relies on data in the Form-50058 module (formerly known as MTCS) in the PIH Information Center (PIC), and HUD determines that those data are insufficient to verify the PHA's certification on the indicator due to the PHA's failure to adequately report family data, HUD will assign a zero rating for the indicator [24 CFR 985.3].

16-V.C. SEMAP INDICATORS [24 CFR 985.3 and form HUD-52648]

The table below lists each of the SEMAP indicators, contains a description of each indicator, and explains the basis for points awarded under each indicator.

A PHA that expends less than \$300,000 in Federal awards and whose Section 8 programs are not audited by an independent auditor, is not be rated under SEMAP indicators 1-7.

SEMAP Indicators
Indicator 1: Selection from the waiting list Maximum Score: 15 • This indicator shows whether the PHA has written policies in its administrative plan for selecting applicants from the waiting list and whether the PHA follows these policies when selecting applicants from the waiting list. • Points are based on the percent of families that are selected from the waiting list in accordance with the PHA's written policies, according to the PHA's quality control samples.
Indicator 2: Rent reasonableness Maximum Score: 20 • This indicator shows whether the PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units at the required times. • Points are based on the percent of units for which the PHA follows its written method to determine reasonable rent and has documented its determination that the rent to owner is reasonable, according to the PHA's quality control sample.
Indicator 3: Determination of adjusted income Maximum Score: 20 • This indicator measures whether the PHA verifies and correctly determines adjusted income for each assisted family, and where applicable, uses the appropriate utility allowances for the unit leased in determining the gross rent. • Points are based on the percent of files that are calculated and verified correctly, according to the PHA's quality control sample.
Indicator 4: Utility allowance schedule Maximum Score: 5 • This indicator shows whether the PHA maintains an up-to-date utility allowance schedule. • Points are based on whether the PHA has reviewed the utility allowance schedule and adjusted it when required, according to the PHA's certification.

Indicator 5: HQS quality control inspections**Maximum Score: 5**

- This indicator shows whether a PHA supervisor reinspects a sample of units under contract during the PHA fiscal year, which meets the minimum sample size requirements for quality control of HQS inspections.
- Points are based on whether the required quality control reinspections were completed, according to the PHA's certification.

Indicator 6: HQS enforcement**Maximum Score: 10**

- This indicator shows whether, following each HQS inspection of a unit under contract where the unit fails to meet HQS, any cited life-threatening deficiencies are corrected within 24 hours from the inspection and all other deficiencies are corrected within no more than 30 calendar days from the inspection or any PHA-approved extension.
- Points are based on whether the PHA corrects all HQS deficiencies in accordance with required time frames, according to the PHA's certification.

Indicator 7: Expanding housing opportunities**Maximum Points: 5**

- Only applies to PHAs with jurisdiction in metropolitan FMR areas.
- This indicator shows whether the PHA has adopted and implemented a written policy to encourage participation by owners of units located outside areas of poverty or minority concentration; informs voucher holders of the full range of areas where they may lease units both inside and outside the PHA's jurisdiction; and supplies a list of landlords or other parties who are willing to lease units or help families find units, including units outside areas of poverty or minority concentration.
- Points are based on whether the PHA has adopted and implemented written policies in accordance with SEMAP requirements, according to the PHA's certification.

Indicator 8: FMR limit and payment standards**Maximum Points: 5 points**

- This indicator shows whether the PHA has adopted a payment standard schedule that establishes payment standard amounts by unit size for each FMR area in the PHA's jurisdiction, that are within the basic range of 90 to 110 percent of the published FMR.
- Points are based on whether the PHA has appropriately adopted a payment standard schedule(s), according to the PHA's certification.

Indicator 9: Annual reexaminations**Maximum Points: 10**

- This indicator shows whether the PHA completes a reexamination for each participating family at least every 12 months.
- Points are based on the percent of reexaminations that are less than two months overdue, according to data from PIC.

Indicator 10: Correct tenant rent calculations**Maximum Points: 5**

- This indicator shows whether the PHA correctly calculates the family's share of the rent to owner.
- Points are based on the percent of correct calculations of family share of the rent, according to data from PIC.

Indicator 11: Pre-contract HQS inspections**Maximum Points: 5**

- This indicator shows whether newly leased units pass HQS inspection on or before the effective date of the assisted lease and HAP contract.
- Points are based on the percent of newly leased units that passed HQS inspection on or before the effective date of the lease and HAP contract, according to data from PIC.

Indicator 12: Annual HQS inspections**Maximum Points: 10**

- This indicator shows whether the PHA inspects each unit under contract at least annually.
- Points are based on the percent of annual HQS inspections of units under contract that are more than 2 months overdue, according to data from PIC.

Indicator 13: Lease-up**Maximum Points: 20 points**

- This indicator shows whether the PHA enters HAP contracts for at least 98 percent of the number of the PHA's baseline voucher units in the ACC for the calendar year ending on or before the PHA's fiscal year, or whether the PHA has expended at least 98 percent of its allocated budget authority for the same calendar year. The PHA can receive 15 points if 95 to 97 percent of vouchers are leased or budget authority is utilized.
- Points are based on utilization of vouchers and HAP expenditures as reported in the voucher management system (VMS) for the most recently completed calendar year.

Indicator 14: Family self-sufficiency (FSS) enrollment and escrow account balances**Maximum Points: 10**

- Only applies to PHAs with mandatory FSS programs.
- This indicator shows whether the PHA has enrolled families in the FSS program as required, and measures the percent of current FSS participants that have had increases in earned income which resulted in escrow account balances.
- Points are based on the percent of mandatory FSS slots that are filled and the percent of families with escrow account balances, according to data from PIC.

Success Rate of Voucher Holders**Maximum Points: 5**

- Only applies to PHAs that have received approval to establish success rate payment standard amounts, and isn't effective until the second full PHA fiscal year following the date of HUD approval of success rate payment standard amounts.
- This indicator shows whether voucher holders were successful in leasing units with voucher assistance.
- Points are based on the percent of families that were issued vouchers, and that became participants in the voucher program.

Deconcentration Bonus Indicator**Maximum Points: 5**

- Submission of data for this indicator is mandatory for a PHA using one or more payment standard amount(s) that exceed(s) 100 percent of the published FMR set at the 50 percentile rent, starting with the second full PHA fiscal year following initial use of payment standard amounts based on the FMRs set at the 50th percentile.
- Additional points are available to PHAs that have jurisdiction in metropolitan FMR areas and that choose to submit the required data.
- Points are based on whether the data that is submitted meets the requirements for bonus points.

PART VI: RECORD KEEPING

16-VI.A. OVERVIEW

The PHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the PHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

16-VI.B. RECORD RETENTION [24 CFR 982.158; 24 CFR 908.101]

During the term of each assisted lease, and for at least three years thereafter, the PHA must keep:

- A copy of the executed lease;
- The HAP contract; and
- The application from the family.

In addition, the PHA must keep the following records for at least three years:

- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
- An application from each ineligible family and notice that the applicant is not eligible;
- HUD-required reports;
- Unit inspection reports;
- Lead-based paint records as required by 24 CFR 35, Subpart B.
- Accounts and other records supporting PHA budget and financial statements for the program;
- Records to document the basis for PHA determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract); and
- Other records specified by HUD.

The PHA must keep the last three years of the Form HUD-50058 and supporting documentation during the term of each assisted lease, and for a period of at least three years from the end of participation (EOP) date [24 CFR 908.101].

The PHA must maintain Enterprise Income Verification (EIV) system Income Reports in the tenant file for the duration of the tenancy but for a period not to exceed three years from the EOP date [Notice PIH 2018-18].

Notice PIH 2014-20 requires PHAs to keep records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule.

PHA Policy

The PHA will keep for at least three years records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act, the equal access final rule, or VAWA.

The PHA must keep confidential records of all emergency transfer requested by victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking under the PHA's Emergency Transfer Plan, as well as the outcomes of such requests, and retain the records for a period of three years [see 24 CFR 5.2002(e)(12)].

If an informal hearing to establish a family's citizenship status is held, longer retention requirements apply for some types of documents. For specific requirements, see Section 16-III.D., Retention of Documents.

16-VI.C. RECORDS MANAGEMENT

PHAs must maintain applicant and participant files and information in accordance with the regulatory requirements described below.

PHA Policy

All applicant and participant information will be kept in a secure location and access will be limited to authorized PHA staff.

PHA staff will not discuss personal family information unless there is a business reason to do so. Inappropriate discussion of family information or improper disclosure of family information by staff will result in disciplinary action.

Privacy Act Requirements [24 CFR 5.212 and Form-9886]

The collection, maintenance, use, and dissemination of social security numbers (SSN), employer identification numbers (EIN), any information derived from these numbers, and income information of applicants and participants must be conducted, to the extent applicable, in compliance with the Privacy Act of 1974, and all other provisions of Federal, State, and local law.

Applicants and participants, including all adults in the household, are required to sign a consent form, HUD-9886, Authorization for Release of Information. This form incorporates the Federal Privacy Act Statement and describes how the information collected using the form may be used, and under what conditions HUD or the PHA may release the information collected.

Upfront Income Verification (UIV) Records

PHAs that access UIV data through HUD's Enterprise Income Verification (EIV) system are required to adopt and follow specific security procedures to ensure that all EIV data is protected in accordance with federal laws, regardless of the media on which the data is recorded (e.g. electronic, paper). These requirements are contained in the HUD-issued document, *Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data*.

PHA Policy

Prior to utilizing HUD's EIV system, the PHA will adopt and implement EIV security procedures required by HUD.

Criminal Records

The PHA may only disclose the criminal conviction records which the PHA receives from a law enforcement agency to officers or employees of the PHA, or to authorized representatives of the PHA who have a job-related need to have access to the information [24 CFR 5.903(e)].

The PHA must establish and implement a system of records management that ensures that any criminal record received by the PHA from a law enforcement agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation [24 CFR 5.903(g)].

The PHA must establish and implement a system of records management that ensures that any sex offender registration information received by the PHA from a State or local agency is maintained confidentially, not misused or improperly disseminated, and destroyed, once the purpose for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the PHA action without institution of a challenge or final disposition of any such litigation. However, a record of the screening, including the type of screening and the date performed must be retained [Notice PIH 2012-28]. This requirement does not apply to information that is public information, or is obtained by a PHA other than under 24 CFR 5.905.

Medical/Disability Records

PHAs are not permitted to inquire about the nature or extent of a person's disability. The PHA may not inquire about a person's diagnosis or details of treatment for a disability or medical condition. If the PHA receives a verification document that provides such information, the PHA should not place this information in the tenant file. The PHA should destroy the document.

Documentation of Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking

For requirements and PHA policies related to management of documentation obtained from victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking see section 16-IX.E.

PART VII: REPORTING AND RECORD KEEPING FOR CHILDREN WITH ELEVATED BLOOD LEAD LEVEL

16-VII.A. OVERVIEW

The PHA has certain responsibilities relative to children with elevated blood lead levels that are receiving HCV assistance. The notification, verification, and hazard reduction requirements are discussed in Chapter 8. This part deals with the reporting requirements, and data collection and record keeping responsibilities that the PHA is subject to.

16-VII.B. REPORTING REQUIREMENT [24 CFR 35.1225(e); Notice PIH 2017-13]

The owner must report the name and address of a child identified as having an elevated blood lead level to the public health department within five business days of being so notified by any other medical health care professional. The owner must also notify the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes (OLHCHH) of the child's address within five business days. The PHA may collaborate with the owner on the notification process, such as by agreeing with the owner to provide the required notifications on the owner's behalf.

PHA Policy

Upon notification by the owner, the PHA will provide the public health department written notice of the name and address of any child identified as having an elevated blood lead level within five business days.

Upon notification by the owner, the PHA will notify the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes (OLHCHH) of the child's address within five business days.

16-VII.C. DATA COLLECTION AND RECORD KEEPING [24 CFR 35.1225(f)]

At least quarterly, the PHA must attempt to obtain from the public health department(s) with a similar area of jurisdiction, the names and/or addresses of children less than 6 years old with an elevated blood lead level.

If the PHA obtains names and addresses of elevated blood lead level children from the public health department(s), the PHA must match this information with the names and addresses of families receiving HCV assistance, unless the public health department performs such a procedure. If a match occurs, the PHA must carry out the notification, verification, and hazard reduction requirements discussed in Chapter 8, and the reporting requirement discussed above.

At least quarterly, the PHA must also report an updated list of the addresses of units receiving assistance under the HCV program to the same public health department(s), unless the public health department(s) states that it does not wish to receive such a report.

PHA Policy

The public health department(s) has stated they **do not** wish to receive a report of an updated list of the addresses of units receiving assistance under the HCV program, on a quarterly basis. Therefore, the PHA is not providing such a report.

PART VIII: DETERMINATION OF INSUFFICIENT FUNDING

16-VIII.A. OVERVIEW

The HCV regulations allow PHAs to deny families permission to move and to terminate Housing Assistance Payments (HAP) contracts if funding under the consolidated ACC is insufficient to support continued assistance [24 CFR 982.354(e)(1) and 982.454]. If a PHA denies a family a portability move based on insufficient funding, the PHA is required to notify the local HUD office within 10 business days [24 CFR 982.354]. Insufficient funding may also impact the PHA's ability to issue vouchers to families on the waiting list. This part discusses the methodology the PHA will use to determine whether or not the PHA has sufficient funding to issue vouchers, approve moves, and to continue subsidizing all families currently under a HAP contract.

16-VIII.B. METHODOLOGY

PHA Policy

The PHA will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing the PHA's annual budget authority to the annual total HAP needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year to date. To that figure, the PHA will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units leased per remaining months by the most current month's average HAP. The projected number of units leased per month will take into account the average monthly turnover of participant families. If the total annual HAP needs equal or exceed the annual budget authority and funding reserves, or if the PHA cannot support the cost of the proposed subsidy commitment (voucher issuance or move) based on the funding analysis, the PHA will be considered to have insufficient funding.

PART IX: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, CONFIDENTIALITY

16-IX.A. OVERVIEW

The Violence against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking who are applying for or receiving assistance under the housing choice voucher (HCV) program. If your state or local laws provide greater protection for such victims, those laws apply in conjunction with VAWA.

- Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and PHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and PHA policies are located primarily in the following sections: 3-I.C, "Family Breakup and Remaining Member of Tenant Family"; 3-III.G, "Prohibition against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Stalking and Human Trafficking"; 10-I.A, "Allowable Moves"; 10-I.B, "Restrictions on Moves"; 12-II.E, "Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking"; and 12-II.F, "Termination Notice."

16-IX.B. DEFINITIONS [24 CFR 5.2003, 42 USC 13925]

As used in VAWA:

- The term *affiliated individual* means, with respect to a person:
 - A spouse, parent, brother or sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; or
 - Any other individual, tenant, or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking.
- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship

- The term *domestic violence* includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:
 - The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim
 - A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner
 - A person with whom the victim shares a child in common
 - A person who commits acts against an youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction
- The term economic abuse means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, and manipulation to:
 - Restrict a person's access to money, assets, credit, or financial information
 - Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage
 - Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty
- The term *sexual assault* means:
 - Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent
- The term *stalking* means:
 - To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others, or suffer substantial emotional distress.

- The term *technological abuse* means an act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:
 - Internet enabled devices
 - Online spaces and platforms
 - Computers
 - Mobile devices
 - Cameras and imaging programs
 - Apps
 - Location tracking devices
 - Communication technologies
 - Any other emergency technologies

16-IX.C. NOTIFICATION [24 CFR 5.2005(a)]

Notification to Public

The PHA adopts the following policy to help ensure that all actual and potential beneficiaries of its HCV program are aware of their rights under VAWA.

PHA Policy

The PHA will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

A copy of the notice of occupancy rights under VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Exhibit 16-1)

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit 16-2)

A copy of the PHA's emergency transfer plan (Exhibit 16-3)

A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits 16-1 and 16-2)

Contact information for local victim advocacy groups or service providers

Notification to Program Applicants and Participants [24 CFR 5.2005(a)(1)]

PHAs are required to inform program applicants and participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

PHA Policy

The PHA will provide all applicants with information about VAWA at the time they request an application for housing assistance, as part of the written briefing packet, and at the time the family is admitted to the program. The PHA will also include information about VAWA in all notices of denial of assistance (see section 3-III.G).

The PHA will provide all participants with information about VAWA at the time of admission (see section 5-I.B) and at annual reexamination. The PHA will also include information about VAWA in notices of termination of assistance, as provided in section 12-II.F.

The VAWA information provided to applicants and participants will consist of the notices in Exhibits 16-1 and 16-2.

The PHA is not limited to providing VAWA information at the times specified in the above policy. If the PHA decides to provide VAWA information to a participant following an incident of domestic violence, Notice PIH 2017-08 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases the PHA make alternative delivery arrangements that will not put the victim at risk.

PHA Policy

Whenever the PHA has reason to suspect that providing information about VAWA to a participant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. For example, the PHA may decide not to send mail regarding VAWA protections to the victim's unit if the PHA believes the perpetrator may have access to the victim's mail, unless requested by the victim.

When discussing VAWA with the victim, the PHA will take reasonable precautions to ensure that no one can overhear the conversation, such as having conversations in a private room.

The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.

Notification to Owners and Managers

While PHAs are no longer required by regulation to notify owners and managers participating in the HCV program of their rights and obligations under VAWA, the PHA may still choose to inform them.

PHA Policy

The PHA will provide owners and managers with information about their rights and obligations under VAWA when they begin their participation in the program and at least annually thereafter.

The VAWA information provided to owners will consist of the notice in Exhibit 16-5 and a copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, and Stalking and Alternate Documentation.

16-IX.D. DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, human trafficking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHA's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim.
- (2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record
- (3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, stalking, human trafficking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [FR Notice 11/16/16].

PHA Policy

Any request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The PHA may, in its discretion, extend the deadline for 10 business days. In determining whether to extend the deadline, the PHA will consider factors that may contribute to the victim's inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim's need to address health or safety issues. Any extension granted by the PHA will be in writing.

Once the victim provides documentation, the PHA will acknowledge receipt of the documentation within 10 business days.

Conflicting Documentation [24 CFR 5.2007(e)]

In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The PHA may also request third-party documentation when submitted documentation contains information that conflicts with existing information already available to the PHA. Individuals have 30 calendar days to return third-party verification to the PHA. If the PHA does not receive third-party documentation, and the PHA will deny or terminate assistance as a result, the PHA must hold separate hearings for the tenants [Notice PIH 2017-08].

The PHA must honor any court orders issued to protect the victim or to address the distribution of property.

PHA Policy

If presented with conflicting certification documents from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made.

When requesting third-party documents, the PHA will provide contact information for local domestic violence and legal aid offices. In such cases, applicants or tenants will be given 30 calendar days from the date of the request to provide such documentation.

If the PHA does not receive third-party documentation within the required timeframe (and any extensions) the PHA will deny VAWA protections and will notify the applicant or tenant in writing of the denial. If, as a result, the applicant or tenant is denied or terminated from the program, the PHA will hold separate hearings for the applicants or tenants.

Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]

The PHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b). HUD recommends documentation in a confidential manner when a verbal statement or other evidence is accepted.

PHA Policy

If the PHA accepts an individual's statement or other corroborating evidence (as determined by the victim) of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA will document acceptance of the statement or evidence in the individual's file.

Failure to Provide Documentation [24 CFR 5.2007(c)]

In order to deny relief for protection under VAWA, a PHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the PHA may deny relief for protection under VAWA.

16-IX.E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]

All information provided to the PHA regarding domestic violence, dating violence, sexual assault, stalking, and human trafficking, including the fact that an individual is a victim, must be retained in confidence. This means that the PHA (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

PHA Policy

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the PHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

EXHIBIT 16-1: SAMPLE NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT, FORM HUD-5380
--

[Insert Name of Housing Provider]

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the federal agency that oversees that the housing choice voucher program is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under the housing choice voucher program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under the housing choice voucher program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the housing choice voucher program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Removing the Abuser or Perpetrator from the Household

The PHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If the PHA chooses to remove the abuser or perpetrator, the PHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, the PHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, the PHA must follow federal, state, and local eviction procedures. In order to divide a lease, the PHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, the PHA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, the PHA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- 1. You are a victim of domestic violence, dating violence, sexual assault, or stalking.**

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

- 2. You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

- 3. You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

The PHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

The PHA's emergency transfer plan provides further information on emergency transfers, and the PHA must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

The PHA can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from the PHA must be in writing, and the PHA must give you at least 14 business days (Saturdays, Sundays, and federal holidays do not count) from the day you receive the request to provide the documentation. The PHA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to the PHA as documentation. It is your choice which of the following to submit if the PHA asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by the PHA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that they believe that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that the PHA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, the PHA does not have to provide you with the protections contained in this notice.

If the PHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), the PHA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, the PHA does not have to provide you with the protections contained in this notice.

Confidentiality

The PHA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

The PHA must not allow any individual administering assistance or other services on behalf of the PHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The PHA must not enter your information into any shared database or disclose your information to any other entity or individual. The PHA, however, may disclose the information provided if:

- You give written permission to the PHA to release the information on a time limited basis.
- The PHA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires the PHA or your landlord to release the information.

VAWA does not limit the PHA's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, the PHA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if the PHA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If the PHA can demonstrate the above, the PHA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **[insert contact information for any intermediary, if applicable]** or **[insert HUD field office]**.

For Additional Information

You may view a copy of HUD's final VAWA rule at: <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

Additionally, the PHA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **[insert name of program or rental assistance contact information able to answer questions on VAWA]**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **[Insert contact information for relevant local organizations]**.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **[Insert contact information for relevant organizations]**

Victims of stalking seeking help may contact **[Insert contact information for relevant organizations]**.

Attachment: Certification form HUD-5382 **[form approved for this program to be included]**

EXHIBIT 16-2: CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING AND ALTERNATE DOCUMENTATION, FORM HUD-5382
--

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

EXHIBIT 16-3: EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING (HCV VERSION)
--

Attachment: Certification form HUD-5382

[Insert name of covered housing provider]

**Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
Housing Choice Voucher Program**

Emergency Transfers

The PHA is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),³ the PHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.⁴ The ability of the PHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the PHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the federal agency that oversees that the **public housing and housing choice voucher (HCV) programs** are in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

³Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

⁴Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the PHA's management office and submit a written request for a transfer to **any PHA office**. The PHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the PHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

The PHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the PHA written permission to release the information on a time-limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person or persons that committed an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence against Women Act for All Tenants for more information about the PHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

The PHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The PHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The PHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the PHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, the PHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, the PHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Emergency Transfers: Housing Choice Voucher (HCV) Program

Tenant-based assistance: If you are a participant in the tenant-based HCV program and request an emergency transfer as described in this plan, the PHA will assist you to move to a safe unit quickly using your existing voucher assistance. The PHA will make exceptions to program regulations restricting moves as required.

At your request, the PHA will refer you to organizations that may be able to further assist you.

Project-based assistance: If you are assisted under the project-based voucher (PBV) program, you may request an emergency transfer under the following programs for which you are not required to apply:

- Tenant-based voucher, if available
- Project-based assistance in the same project (if a vacant unit is available and you determine that the vacant unit is safe)
- Project-based assistance in another development owned by the PHA

Emergency transfers under VAWA will take priority over waiting list admissions for these types of assistance.

You may also request an emergency transfer under the following programs for which you are required to apply:

- Public housing program
- PBV assistance in another development not owned by the PHA
- **[Insert other programs the PHA provides, such as LIHTC or HOME]**

Emergency transfers will not take priority over waiting list admissions for these programs. At your request, the PHA will refer you to organizations that may be able to further assist you.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse, and Incest National Network's National Sexual Assault Hotline at 1-800-656-HOPE, or visit the online hotline at: <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at: <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

EXHIBIT 16-4: EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, FORM HUD-5383

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

2. Your name (if different from victim's) _____

3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

EXHIBIT 16-5: MODEL OWNER NOTIFICATION OF RIGHTS AND OBLIGATIONS

[Insert Name of Housing Provider]

**NOTIFICATION OF YOUR RIGHTS AND OBLIGATIONS
UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)**

VAWA provides protections for Section 8 Housing Choice Voucher (HCV) and PBV applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault, stalking and human trafficking.

Purpose

Many of VAWA's protections to victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking involve action by the public housing agency (PHA), but some situations involve action by owners of assisted housing. The purpose of this notice (herein called "Notice") is to explain your rights and obligations under VAWA, as an owner of housing assisted through **[insert name of housing provider]** HCV program. Each component of this Notice also provides citations to HUD's applicable regulations.

Denial of Tenancy

Protections for applicants: Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking. However, the applicant must be otherwise eligible for tenancy. (See 24 Code of Federal Regulations (CFR) 982.452(b)(1).)

Eviction

Protections for HCV participants: Incidents or threats of domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (see 24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, stalking, or human trafficking, conducted by a member of a tenant's household or any guest or other person under the tenant's control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, stalking, or human trafficking (24 CFR 5.2005(b)(2)).

Limitations of VAWA protections:

a. Nothing in VAWA limits the authority of an owner, when notified of a court order, to comply with a court order with respect to (24 CFR 5.2005(d)(1)):

- 1) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking; or
- 2) The distribution or possession of property among members of a household in a case.

b. Nothing in VAWA limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, stalking, or human trafficking, as long as the owner does not subject the victim to more demanding standards than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2).)

c. Nothing in VAWA limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking) if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the HCV property would be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3).)

i. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the following standards: An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. (See 24 CFR 5.2003.)

ii. Any eviction due to “actual and imminent threat” should be utilized by an owner only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. (See 24 CFR 5.2005(d)(4).)

Documentation of Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking

If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the owner has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. However, nothing in HUD’s regulation requires a covered housing provider to request this documentation. (See 24 CFR 5.2007(b)(3).)

If the owner chooses to request this documentation, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1):

- a. Form HUD-55383 (Self-Certification Form); or
- b. A document: 1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, stalking, or human trafficking, or the effects of abuse:
2) Signed by the applicant or tenant; and
3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, stalking, or human trafficking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, stalking, or human trafficking under 24 CFR 5.2003; or
- c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

The owner must accept any of the above items (a – c). The owner has discretion to accept a statement or other evidence (d).

The owner is prohibited from requiring third-party documentation of the domestic violence, dating violence, sexual assault, stalking, or human trafficking, unless the submitted documentation contains conflicting information.

If the owner makes a written request for documentation, the owner may require submission of that documentation within 14 business days after the date that the individual received the written request for documentation. (24 CFR 5.2007(a)(2)). The owner may extend this time period at its discretion. During the 14 business day period and any granted extensions of that time, no adverse actions, such as evictions or terminations, can be taken against the individual requesting VAWA protection.

Once a victim provides documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the owner is encouraged to acknowledge receipt of the documentation in a timely manner.

If the applicant or tenant fails to provide documentation that meets the criteria in 24 CFR 5.2007 within 14 business days after receiving the written request for that documentation or within the designated extension period, nothing in VAWA may be construed to limit the authority of the covered housing provider to:

- a. Deny admission by the applicant or tenant to the housing or program;
- b. Deny assistance under the covered housing program to the applicant or tenant;
- c. Terminate the participation of the tenant in the covered housing program; or
- d. Evict the tenant, or a lawful occupant that commits a violation of a lease.

An individual's failure to timely provide documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking does not result in a waiver of the individual's right to challenge the denial of assistance or termination, nor does it preclude the individual's ability to raise an incident of domestic violence, dating violence, sexual assault, stalking, or human trafficking at eviction or termination proceedings.

Owners may not coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWAs (See FR Notice 1/4/23.)

Moves

A victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking may move in violation of their lease if the move is required to protect their safety. If a move results in the termination of the Housing Assistance Payment Contract, the lease is automatically terminated.

Lease Bifurcation

Owners may choose to bifurcate a lease, or remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to such member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking, or human trafficking against an affiliated individual or other individual. (See 24 CFR 5.2009(a).) If an owner chooses to bifurcate the lease, the owner must comply with the reasonable time to establish eligibility under the covered housing program or find alternative housing following lease bifurcation provision in 24 CFR 5.2009(b). VAWA protections, including bifurcation, do not apply to guests or unreported members of a household or anyone else residing in a household who is not a tenant.

Eviction, removal, termination of occupancy rights, or termination of assistance must be effected in accordance with the procedures prescribed by federal, state, or local law for termination of leases.

To avoid unnecessary delay in the bifurcation process, HUD recommends that owners seek court-ordered eviction of the perpetrator pursuant to applicable laws. This process results in the underlying lease becoming null and void once the owner regains possession of the unit. The owner would then execute a new lease with the victim.

Evictions Due to “Actual and Imminent Threat” or Violations Not Premised on Abuse

VAWA generally prohibits eviction on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, if the applicant or tenant otherwise qualifies for assistance, participation or occupancy. (See 24 CFR 5.2005.)

However, VAWA does not prohibit an owner from evicting a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, stalking, or human trafficking that is in question against the tenant or an affiliated individual of the tenant. Nor does VAWA prohibit an owner from evicting a tenant if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to property of the owner would be present if that tenant or lawful occupant is not evicted or terminated from assistance. (See 5.2005(d)(2) and (3).)

In order to demonstrate an actual and imminent threat to other tenants or employees at the property, the covered housing provider must have objective evidence of words, gestures, actions, or other indicators that meet the standards in the following definition:

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk;
- The nature and severity of the potential harm;
- The likelihood that the potential harm will occur; and
- The length of time before the potential harm would occur.

(See 24 CFR 5.2003 and 5.2005(d)(2).)

Confidentiality

Any information submitted to a covered housing provider under 24 CFR 5.2007, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, must be maintained in strict confidence by the covered housing provider. (See 24 CFR 5.2007(c).)

Employees of the owner (or those within their employ, e.g., contractors) must not have access to the information unless explicitly authorized by the owner for reasons that specifically call for these individuals to have access to this information under applicable federal, state, or local law (e.g., the information is needed by an employee to provide the VAWA protections to the victim).

The owner must not enter this information into any shared database, or disclose this information to any other entity or individual, except to the extent that disclosure is:

- a. Requested or consented to in writing by the individual (victim) in a time-limited release;
- b. Required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program; or
- c. Otherwise required by applicable law.

When communicating with the victim, owners must take precautions to ensure compliance with these confidentiality requirements.

Service Providers

[insert name of housing provider] has extensive relationships with local service providers. [insert name of housing provider] staff are available to provide referrals to shelters, counselors, and advocates. These resources are also provided in [insert name of housing provider] Annual and 5-Year Plan, Administrative Plan, VAWA Notice of Occupancy Rights, and Emergency Transfer Plan. A list of local service providers is attached to this Notice.

Definitions

Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Affiliated individual, with respect to an individual, means:

- (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- (2) Any individual, tenant, or lawful occupant living in the household of that individual.

Bifurcate means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - (i) The length of the relationship;
 - (ii) The type of relationship; and
 - (iii) The frequency of interaction between the persons involved in the relationship.

Domestic violence includes felony or misdemeanor crimes of committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:

- The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim
- A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner
- A person with whom the victim shares a child in common
- A person who commits acts against an youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others; or
- (2) Suffer substantial emotional distress.

VAWA means the Violence Against Women Act of 1994, as amended (42 U.S.C. 13925 and 42 U.S.C. 14043e et seq.).

Attached:

Legal services and the domestic violence resources for the Metro area
Form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
[insert name of housing provider] VAWA Notice of Occupancy Rights

Chapter 17

PROJECT-BASED VOUCHERS

INTRODUCTION

This chapter describes HUD regulations and PHA policies related to the project-based voucher (PBV) program in nine parts:

Part I: General Requirements. This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Owner Proposals. This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors the PHA will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.

Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.

Part V: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution, term, and termination of the HAP contract. In addition, it describes how the HAP contract may be amended and identifies provisions that may be added to the HAP contract at the PHA's discretion.

Part VI: Selection of PBV Program Participants. This part describes the requirements and policies governing how the PHA and the owner will select a family to receive PBV assistance.

Part VII: Occupancy. This part discusses occupancy requirements related to the lease and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to 25 percent of the units in any project) are also discussed.

Part VIII: Determining Rent to Owner. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract. Rent reasonableness requirements are also discussed.

Part IX: Payments to Owner. This part describes the types of payments owners may receive under this program.

PART I: GENERAL REQUIREMENTS

17-I.A. OVERVIEW [24 CFR 983.5; FR Notice 1/18/17; Notice PIH 2017-21]

The project-based voucher (PBV) program allows PHAs that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its authorized units and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. PHAs may only operate a PBV program if doing so is consistent with the PHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

PHA Policy

The PHA will operate a project-based voucher program using up to 20 percent of its authorized units for project-based assistance.

The PHA currently operates a project-based voucher program for the Rose of Dubuque and meets the community needs of offering an affordable, assisted living facility for the benefit of low- and moderate income seniors. The contract provides for the availability of seventeen (17) assisted living units.

See Exhibit 17-1 for information on projects to which the PHA has attached PBV assistance.

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into HAP Contract (Agreement) or a HAP contract, the PHA is not required to reduce the number of these units if the number of authorized units is subsequently reduced. However, the PHA is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC, regardless of whether the PHA has vouchers available for project-basing [FR Notice 1/18/17].

Additional Project-Based Units [FR Notice 1/18/17; Notice PIH 2017-21; FR Notice 1/24/22]

The PHA may project-base an additional 10 percent of its units above the 20 percent program limit. The units may be distributed among one, all, or a combination of the categories as long as the total number of units does not exceed the 10 percent cap.

For units under a HAP contract that was first executed on or after April 18, 2017, units qualify under this exception if the units:

- Are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302) and contained in the Continuum of Care Interim Rule at 24 CFR 578.3.
- Are specifically made available to house families that are comprised of or include a veteran.
 - *Veteran* means an individual who has served in the United States Armed Forces.
- Provide supportive housing to persons with disabilities or elderly persons as defined in 24 CFR 5.403.

- Are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year Estimates.

PBV units that house eligible youth receiving FUPY/FYI assistance are also covered by this 10 percent exception authority if the units are under a HAP contract that became effective after December 27, 2020, and if the unit is occupied by an eligible youth receiving FUPY/FYI assistance. FYI TPVs that were awarded under Notice PIH 2019-20 are not part of this exception since PHAs are prohibited from project-basing FYI TPVs. Units added after December 27, 2020, through an amendment of a HAP contract that became effective after December 27, 2020, are eligible for this 10 percent exception authority. In contrast, units added after December 27, 2020, through an amendment of a HAP contract that became effective on or prior to December 27, 2020, are not eligible for this 10 percent exception authority [FR Notice 1/24/22]. See Chapter 19 for policies specific to project-basing FUPY vouchers.

PHA Policy

The PHA may project-base up to an additional 10 percent of its authorized units, up to 30 percent, in accordance with HUD regulations and requirements.

Units Not Subject to the PBV Program Limitation [FR Notice 1/18/17]

PBV units under the RAD program and HUD-VASH PBV set-aside vouchers do not count toward the 20 percent limitation when PBV assistance is attached to them.

In addition, units that were previously subject to certain federal rent restrictions or were receiving another type of long-term housing subsidy provided by HUD are not subject to the cap. The unit must be covered under a PBV HAP contract that first became effective on or after April 18, 2017.

PHA Policy

The PHA may project-base units not subject to the 20 percent cap in accordance with HUD regulations and requirements.

17-I.B. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

PHA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

17-I.C. RELOCATION REQUIREMENTS [24 CFR 983.7]

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. PHAs may not use voucher program funds to cover relocation costs, except that PHAs may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of the PHA to ensure the owner complies with these requirements.

17-I.D. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]

The PHA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, the PHA must comply with the PHA Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

PART II: PBV OWNER PROPOSALS

17-II.A. OVERVIEW

With certain exceptions, the PHA must describe the procedures for owner submission of PBV proposals and for PHA selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, the PHA must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56], and meets the site selection standards [24 CFR 983.57]. The PHA may not commit PBVs until or unless it has followed the proposal selection requirements defined in 24 CFR 983.51 [Notice PIH 2011-54].

17-II.B. OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51(b)]

The PHA must select PBV proposals in accordance with the selection procedures in the PHA administrative plan. The PHA must select PBV proposals by either of the following two methods.

- PHA request for PBV Proposals. The PHA may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to the PHA request. The PHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.
- The PHA may select proposal that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. The PHA need not conduct another competition.

Units Selected Non-Competitively [FR Notice 1/18/17; Notice PIH 2017-21; 24 CFR 983.51(b)]

For certain public housing projects where the PHA has an ownership interest or control, the PHA may attach PBV assistance non-competitively without following one of the two processes above.

This exception applies when the PHA is engaged in an initiative to improve, develop, or replace a public housing property or site. The public housing units may either currently be in the public housing inventory or may have been removed from the public housing inventory within five years of the date on which the PHA entered into the AHAP or HAP.

If the PHA is planning rehabilitation or new construction on the project, a minimum threshold of \$25,000 per unit in hard costs must be expended.

If the PHA plans to replace public housing by attaching PBV assistance to existing housing in which the PHA has an ownership interest or control, then the \$25,000 per unit minimum threshold does not apply as long as the existing housing substantially complies with HQS.

The PHA must include in the administrative plan what work it plans to do on the property or site and how many PBV units will be added to the site.

PHA Policy

The PHA will not attach PBVs to projects owned by the PHA as described above.

Solicitation and Selection of PBV Proposals [24 CFR 983.51(c)]

PHA procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by the PHA. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the PHA request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

PHA Policy

PHA Request for Proposals for Rehabilitated and Newly Constructed Units

The PHA will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in the following newspapers and trade journals.

Dubuque Telegraph Herald.

The advertisement will state the number of vouchers available to be project-based, the type of units that will be considered, the submission deadline, and will note how to obtain the full RFP with information on the application and selection process. Advertisements will also contain a statement that participation in the PBV program requires compliance with Fair Housing and Equal Opportunity (FHEO) requirements.

In addition, the PHA will post the RFP and proposal submission and rating and ranking procedures on its website.

The PHA will publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the PHA estimates that it will be able to assist under the funding the PHA is making available. Proposals will be due in the PHA office by close of business 30 calendar days from the date of the last publication.

In order for the proposal to be considered, the owner must submit the proposal to the PHA by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

The PHA will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

- Owner experience and capability to build or rehabilitate housing as identified in the RFP;

- Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities;

- If applicable, the extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

- In order to promote partially assisted projects, projects where less than 25 percent of the units will be assisted will be rated higher than projects where 25 percent or more of the units will be assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, the PHA will rate partially assisted projects on the percentage of units assisted. Projects with the lowest percentage of assisted units will receive the highest score.

PHA Requests for Proposals for Existing Housing Units

The PHA will advertise its request for proposals (RFP) for existing housing in the following newspapers and trade journals.

Dubuque Telegraph Herald

The advertisement will state the number of vouchers available to be project-based, the type of units that will be considered, the submission deadline, and will note how to obtain the full RFP with information on the application and selection process. Advertisements will also contain a statement that participation in the PBV program requires compliance with Fair Housing and Equal Opportunity (FHEO) requirements.

In addition, the PHA will post the notice inviting such proposal submission and the rating and ranking procedures on its website.

The PHA will periodically publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the PHA estimates that it will be able to assist under the funding the PHA is making available. Owner proposals will be accepted on a first-come first-served basis and will be evaluated using the following criteria:

- Experience as an owner in the tenant-based voucher program and owner compliance with the owner's obligations under the tenant-based program;

- Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities;

- If applicable, extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

- Extent to which units are occupied by families that are eligible to participate in the PBV program.

PHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

The PHA will accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

The PHA may periodically advertise that it is accepting proposals, in the following newspapers and trade journals:

Dubuque Telegraph Herald

The advertisement will state the number of vouchers available to be project-based, the type of units that will be considered, the submission deadline, and will note how to obtain the full RFP with information on the application and selection process. Advertisements will also contain a statement that participation in the PBV program requires compliance with Fair Housing and Equal Opportunity (FHEO) requirements.

In addition to, or in place of advertising, the PHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. The PHA will evaluate each proposal on its merits using the following factors:

- Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities; and

- Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, Choice Neighborhood, or Renewal Community.

PHA-Owned Units [24 CFR 983.51(e), 983.59, FR Notice 1/18/17, and Notice PIH 2017-21]

A PHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the PHA-owned units were appropriately selected based on the selection procedures specified in the PHA administrative plan. This also applies to noncompetitive selections. If the PHA selects a proposal for housing that is owned or controlled by the PHA, the PHA must identify the entity that will review the PHA proposal selection process and perform specific functions with respect to rent determinations, the term of the HAP contract, and inspections.

In the case of PHA-owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by the PHA and a HUD-approved independent entity. In addition, an independent entity must determine the initial rent to owner, the redetermined rent to owner, and reasonable rent. Housing quality standards inspections must also be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

PHA Policy

The PHA does not own public housing units.

The PHA may only compensate the independent entity from PHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The PHA may not use other program receipts to compensate the independent entity for its services. The PHA and independent entity may not charge the family any fee for the appraisal or the services provided by the independent entity.

PHA Notice of Owner Selection [24 CFR 983.51(d)]

The PHA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

PHA Policy

Within 10 business days of the PHA making the selection, the PHA will notify the selected owner in writing of the owner's selection for the PBV program. The PHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, the PHA will publish its notice for selection of PBV proposals for two consecutive days in the same newspapers and trade journals the PHA used to solicit the proposals. The announcement will include the name of the owner that was selected for the PBV program. The PHA will also post the notice of owner selection on its electronic web site.

The PHA will make available to any interested party its rating and ranking sheets and documents that identify the PHA basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The PHA will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

The PHA will make these documents available for review at the PHA during normal business hours. The cost for reproduction of allowable documents will be \$.25 per page.

17-II.C. HOUSING TYPE [24 CFR 983.52]

The PHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of PHA selection, the units substantially comply with HQS. Units for which new construction or rehabilitation began after the owner's proposal submission but prior to the execution of the HAP do not subsequently qualify as existing housing. Units that were newly constructed or rehabilitated in violation of program requirements also do not qualify as existing housing.

The PHA must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. The PHA choice of housing type must be reflected in its solicitation for proposals.

17-II.D. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS

Ineligible Housing Types [24 CFR 983.53]

The PHA may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing. In addition, the PHA may not attach or pay PBV assistance for a unit occupied by an owner and the PHA may not select or enter into an agreement to enter into a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program. A member of a cooperative who owns shares in the project assisted under the PBV program is not considered an owner for purposes of participation in the PBV program. Finally, PBV assistance may not be attached to units for which construction or rehabilitation has started after the proposal submission and prior to the execution of an AHAP.

Subsidized Housing [24 CFR 983.54]

A PHA may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the PHA in accordance with HUD requirements.

17-II.E. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55, Notice PIH 2013-11, and FR Notice 3/13/23]

The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

HUD requires new construction and rehabilitation housing that will include forms of governmental assistance other than PBVs to undergo a subsidy layering review (SLR) prior to entering into an Agreement to Enter into Housing Assistance Payments Contract (AHAP). Subsidy layering requirements do not apply to existing housing, when PBV is the only governmental assistance, or for projects already subject to a PBV HAP contract, even if the project is recapitalized with outside sources of funding.

When a PHA selects a new construction or rehabilitation project, the PHA must require information regarding all HUD and/or other federal, state, or local governmental assistance to be disclosed by the project owner using Form HUD-2880. Appendix A of FR Notice 3/23/23 contains a list of all required documentation.

Either HUD or a HUD-approved housing credit agency (HCA) in the PHA's jurisdiction performs the subsidy layering review. The PHA must request an SLR through their local HUD Field Office or, if eligible, through a participating HCA.

If the SLR request is submitted to an approved HCA, and the proposed project-based voucher assistance meets HUD subsidy layering requirements, the HCA must submit a certification to HUD and notify the PHA. The PHA may proceed to execute an AHAP at that time if the environmental approval is received.

The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT

25 Percent per Project Cap [24 CFR 983.56, FR Notice 1/18/17, and Notice PIH 2017-21]

In general, the PHA may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than the greater of 25 units or 25 percent of the number of dwelling units (assisted or unassisted) in the project.

Exceptions to 25 Percent per Project Cap [FR Notice 1/18/17; Notice PIH 2017-21; FR Notice 1/24/22]

As of April 18, 2017, units are not counted against the 25 percent or 25-unit per project cap if:

- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project
 - If the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17].

The Housing Opportunity Through Modernization Act of 2016 (HOTMA) eliminated the project cap exemption for projects that serve disabled families and modified the exception for supportive services.

Under the Fostering Stable Housing Opportunities (FSHO) amendments, units exclusively made available to youth receiving FUPY/FYI assistance may be excepted from the project cap for HAP contracts first effective after December 27, 2020. For more information on excepted units for FUPY, see Chapter 19.

Projects where these caps were implemented prior to HOTMA (HAP contracts executed prior to April 18, 2017) or FSHO (contract in effect on or prior to December 27, 2020) may continue to use the former exceptions and may renew their HAP contracts under the old requirements, unless the PHA and owner agree to change the conditions of the HAP contract. However, this change may not be made if it would jeopardize an assisted family's eligibility for continued assistance in the project.

Supportive Services

PHAs must include in the PHA administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. As of April 18, 2017, the project must make supportive services available to all families receiving PBV assistance in the project, but the family does not actually have to accept and receive supportive services for the exception to apply to the unit, although the family must be eligible to receive the supportive services. It is not necessary that the services be provided at or by the project but must be reasonably available to families receiving PBV assistance at the project and designed to help families in the project achieve self-sufficiency or live in the community as independently as possible. A PHA may not require participation in the supportive service as a condition of living in the excepted unit, although such services may be offered.

PHA Policy

Excepted units will be limited to units for elderly families.

Projects not Subject to a Project Cap [FR Notice 1/18/17; Notice PIH 2017-21]

PBV units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD are exempt from the project cap. In other words, 100 percent of the units in these projects may receive PBV assistance.

PHA Policy

The PHA does not have any PBV units that are subject to the per project cap exception.

Promoting Partially Assisted Projects [24 CFR 983.56(c)]

A PHA may establish local requirements designed to promote PBV assistance in partially assisted projects. A *partially assisted project* is a project in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

A PHA may establish a per-project cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily project containing excepted units or in a single-family building. A PHA may also determine not to provide PBV assistance for excepted units, or the PHA may establish a per-project cap of less than 25 units or 25 percent of units.

PHA Policy:

Excepted units will be limited to units for elderly families.

Beyond that, the PHA will not impose any further cap on the number of PBV units assisted per project.

17-II.G. SITE SELECTION STANDARDS

Compliance with PBV Goals, Civil Rights Requirements, and HQS Site Standards [24 CFR 983.57(b)]

The PHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter into a HAP contract or HAP contract for units on the site, unless the PHA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the PHA Plan under 24 CFR 903 and the PHA administrative plan.

In addition, prior to selecting a proposal, the PHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the HQS site and neighborhood standards at 24 CFR 982.401(l).

PHA Policy

It is the PHA goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. In complying with this goal the PHA will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20 percent or less.

However, the PHA will grant exceptions to the 20 percent standard where the PHA determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

- A census tract in which the proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community, Choice Neighborhood, or Renewal Community;

- A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;

- A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;

- A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;

- A census tract where there has been an overall decline in the poverty rate within the past five years; or

- A census tract where there are meaningful opportunities for educational and economic advancement.

Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]

The PHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

New Construction Site and Neighborhood Standards [24 CFR 983.57(e)]

In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless the PHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

17-II.H. ENVIRONMENTAL REVIEW [24 CFR 983.58]

The PHA activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The PHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

The PHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and the PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

The PHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The PHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

PART III: DWELLING UNITS

17-III.A. OVERVIEW

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

17-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]

The housing quality standards (HQS) for the tenant-based program, including those for special housing types, generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

Lead-based Paint [24 CFR 983.101(c)]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, Subparts A, B, H, and R, and 40 CFR 745.227, apply to the PBV program.

17-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The PHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

17-III.D. INSPECTING UNITS

Pre-selection Inspection [24 CFR 983.103(a)]

The PHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, the PHA must inspect all the units before the proposal selection date, and must determine whether the units substantially comply with HQS. To qualify as existing housing, units must substantially comply with HQS on the proposal selection date. However, the PHA may not execute the HAP contract until the units fully comply with HQS.

Pre-HAP Contract Inspections [24 CFR 983.103(b), FR Notice 1/18/17, and Notice PIH 2017-20]

The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not provide assistance on behalf of the family until the unit fully complies with HQS, unless the PHA has adopted a policy to enter into a HAP contract for units that fail the initial HQS inspection as a result of only non-life-threatening conditions, or if the unit passed an alternative inspection.

PHA Policy

The PHA will not provide assistance on behalf of the family until the unit fully complies with HQS.

Turnover Inspections [24 CFR 983.103(c)]

Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

Annual/Biennial Inspections [24 CFR 983.103(d); FR Notice 6/25/14]

At least once every 24 months during the term of the HAP contract, the PHA must inspect a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement. The PHA also has the option in certain mixed finance properties to rely on alternative inspections conducted at least triennially.

PHA Policy

The PHA will inspect on an annual basis a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS.

If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.

Other Inspections [24 CFR 983.103(e)]

The PHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information coming to its attention in scheduling inspections.

The PHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting PHA supervisory quality control HQS inspections, the PHA should include a representative sample of both tenant-based and project-based units.

Inspecting PHA-Owned Units [24 CFR 983.103(f)]

In the case of PHA-owned units, the inspections must be performed by an independent entity designated by the PHA and approved by HUD. The independent entity must furnish a copy of each inspection report to the PHA and to the HUD field office where the project is located. The PHA must take all necessary actions in response to inspection reports from the independent entity, including exercise of contractual remedies for violation of the HAP contract by the PHA-owner.

PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS

17-IV.A. OVERVIEW [24 CFR 983.151]

There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance.

Housing selected for this type of assistance may not at a later date be selected for PBV assistance as existing housing.

17-IV.B. AGREEMENT TO ENTER INTO HAP CONTRACT

In order to offer PBV assistance in rehabilitated or newly constructed units, the PHA must enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(b)]. The PHA may not enter into an Agreement if commencement of construction or rehabilitation has commenced after proposal submission [24 CFR 983.152(c)]. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.

In the Agreement the owner agrees to develop the PBV contract units to comply with HQS, and the PHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(a)].

Content of the Agreement [24 CFR 983.152(d)]

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by the PHA, specifications and plans. For new construction units, the description must include the working drawings and specifications.

- Any additional requirements for quality, architecture, or design over and above HQS.

Execution of the Agreement [24 CFR 983.153]

The Agreement must be executed promptly after PHA notice of proposal selection to the selected owner. The PHA may not enter into the Agreement if construction or rehabilitation has started after proposal submission. Generally, the PHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, the PHA may not enter into the Agreement until the environmental review is completed and the PHA has received environmental approval. However, the PHA does not need to conduct a subsidy layering review in the case of a HAP contract for existing housing or if the applicable state or local agency has conducted such a review. Similarly, environmental reviews are not required for existing structures unless otherwise required by law or regulation.

PHA Policy

The PHA will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

17-IV.C. CONDUCT OF DEVELOPMENT WORK

Labor Standards [24 CFR 983.154(b)]

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The PHA must monitor compliance with labor standards.

Owner Disclosure [24 CFR 983.154(d) and (e)]

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

17-IV.D. COMPLETION OF HOUSING

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

Evidence of Completion [24 CFR 983.155(b)]

At a minimum, the owner must submit the following evidence of completion to the PHA in the form and manner required by the PHA:

- Owner certification that the work has been completed in accordance with HQS and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At the PHA's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

PHA Policy

The PHA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. The PHA will specify any additional documentation requirements in the Agreement to enter into HAP contract.

PHA Acceptance of Completed Units [24 CFR 983.156]

Upon notice from the owner that the housing is completed, the PHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with HQS and any additional requirements imposed under the Agreement. The PHA must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, the PHA must not enter into the HAP contract.

If the PHA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)

17-V.A. OVERVIEW

The PHA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. With the exception of single-family scattered-site projects, a HAP contract shall cover a single project. If multiple projects exist, each project is covered by a separate HAP contract. The HAP contract must be in the form required by HUD [24 CFR 983.202(a)].

17-V.B. HAP CONTRACT REQUIREMENTS

Contract Information [24 CFR 983.203]

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per project cap, which will be set aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services); and
- The initial rent to owner for the first 12 months of the HAP contract term.

Execution of the HAP Contract [24 CFR 983.204]

The PHA may not enter into a HAP contract until each contract unit has been inspected and the PHA has determined that the unit complies with the Housing Quality Standards (HQS), unless the PHA has adopted a policy to enter into a HAP contract for units that fail the initial HQS inspection as a result of only non-life-threatening conditions. For existing housing, the HAP contract must be executed promptly after the PHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after the PHA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

PHA Policy

Prior to entering into the HAP contract the owner must certify agreement to comply with Fair Housing Laws. The owner and the City of Dubuque will execute a Housing Assistance Payments (HAP) contract for up to a ten-year term that is dependent on availability of funding under the ACC with HUD. The HAP contract establishes the initial rents and describes the responsibility of the PHA and the owner. Rents will be based upon market comparable units and may not exceed 110% of the published existing housing fair market rents. The units must meet and maintain standards set by the City of Dubuque Property Maintenance Code.

For existing housing, the HAP contract will promptly be executed – after the PHA determines that all units pass HQS.

For rehabilitated or newly constructed housing, the HAP contract will promptly be executed after the PHA determines that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS, and the owner has submitted all required evidence of completion.

Term of HAP Contract [24 CFR 983.205, FR Notice 1/18/17, and Notice PIH 2017-21]

The PHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 20 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 20 years. In the case of PHA-owned units, the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

PHA Policy

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.

At the time of the initial HAP contract term or any time before expiration of the HAP contract, the PHA may extend the term of the contract for an additional term of up to 20 years if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP contract extension may not exceed 20 years. A PHA may provide for multiple extensions; however, in no circumstances may such extensions exceed 20 years, cumulatively. Extensions after the initial extension are allowed at the end of any extension term, provided that

not more than 24 months prior to the expiration of the previous extension contract the PHA agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of PHA-owned units, any extension of the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

PHA Policy

When determining whether or not to extend an expiring PBV contract, the PHA will consider several factors including, but not limited to:

The cost of extending the contract and the amount of available budget authority;

The condition of the contract units;

The owner's record of compliance with obligations under the HAP contract and lease(s);

Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and

Whether the funding could be used more appropriately for tenant-based assistance.

Termination by PHA [24 CFR 983.205(c) and FR Notice 1/18/17]

The HAP contract must provide that the term of the PHA's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by the PHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

In times of insufficient funding, HUD requires that PHAs first take all cost-saving measures prior to failing to make payments under existing PBV HAP contracts.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

Termination by Owner [24 CFR 983.205(d)]

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to the PHA. In this case, families living in the contract units must be offered tenant-based assistance.

Statutory Notice Requirements: Contract Termination or Expiration [24 CFR 983.206, FR Notice 1/18/17, and Notice PIH 2017-21]

Not less than one year before the HAP contract terminates, or if the owner refuses to renew the HAP contract, the owner must notify the PHA and assisted tenants of the termination. The notice must be provided in the form prescribed by HUD. If the owner does not give timely notice, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction as a result of the owner's inability to collect an increased tenant portion of rent. An owner may renew the terminating contract for a period of time sufficient to give tenants one-year advance notice under such terms as HUD may require.

Upon termination or expiration of the contract, a family living at the property is entitled to receive a tenant-based voucher. Tenant-based assistance would not begin until the owner's required notice period ends. The PHA must provide the family with a voucher and the family must also be given the option by the PHA and owner to remain in their unit with HCV tenant-based assistance as long as the unit complies with inspection and rent reasonableness requirements. The family must pay their total tenant payment (TTP) and any additional amount if the gross rent exceeds the applicable payment standard. The family has the right to remain in the project as long as the units are used for rental housing and are otherwise eligible for HCV assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for serious or repeated lease violations or other good cause. Families that receive a tenant-based voucher at the expiration or termination of the PBV HAP contract are not new admissions to the PHA HCV tenant-based program and are not subject to income eligibility requirements or any other admission requirements. If the family chooses to remain in their unit with tenant-based assistance, the family may do so regardless of whether the family share would initially exceed 40 percent of the family's adjusted monthly income.

Remedies for HQS Violations [24 CFR 983.208(b)]

The PHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If the PHA determines that a contract does not comply with HQS, the PHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

PHA Policy

The PHA will abate and terminate PBV HAP contracts for non-compliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

17-V.C. AMENDMENTS TO THE HAP CONTRACT

Substitution of Contract Units [24 CFR 983.207(a)]

At the PHA's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract unit. Before any such substitution can take place, the PHA must inspect the proposed unit and determine the reasonable rent for the unit.

Addition of Contract Units [FR Notice 1/18/17 and Notice PIH 2017-21]

The PHA and owner may amend the HAP contract to add additional PBV contract units in projects that already have a HAP contract without having to fulfill the selection requirements found at 24 CFR 983.51(b) for those additional PBV units, regardless of when the HAP contract was signed. The additional PBV units, however, are still subject to the PBV program cap and individual project caps. Prior to attaching additional units without competition, the PHA must submit to the local field office information outlined in FR Notice 1/18/17. The PHA must also detail in the administrative plan their intent to add PBV units and the rationale for adding units to the specific PBV project.

PHA Policy

The PHA will add units to the contract on a case-by-case basis to ensure the availability of affordable housing as long as the addition of units does not exceed allowable project caps.

17-V.D. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.207(b) and 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

17-V.E. OWNER RESPONSIBILITIES UNDER THE HAP CONTRACT [24 CFR 983.210]

When the owner executes the HAP contract s/he certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
- The family does not own or have any interest in the contract unit (does not apply to family's membership in a cooperative); and
- Repair work on the project selected as an existing project that is performed after HAP execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

17-V.F. ADDITIONAL HAP REQUIREMENTS

Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.208(a)]

The owner is required to maintain and operate the contract units and premises in accordance with HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the PHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

The PHA may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with HQS.

PHA Policy

The PHA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. The PHA will specify any special design standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract, and the HAP contract.

Vacancy Payments [24 CFR 983.352(b)]

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by the PHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit).

PHA Policy

The PHA will not provide vacancy payments to the owner.

PART VI: SELECTION OF PBV PROGRAM PARTICIPANTS

17-VI.A. OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

17-VI.B. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

The PHA may select families for the PBV program from those who are participants in the PHA's tenant-based voucher program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the PHA, meet asset limitation requirements, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to the PHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. The PHA may also not approve a tenancy if the owner (including a principal or other interested party) of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

PHA Policy

The PHA will determine an applicant family's eligibility for the PBV program in accordance with the policies in Chapter 3.

In-Place Families [24 CFR 983.251(b)]

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by the PHA is considered an “in-place family.” These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on the PHA’s waiting list. Once the family’s continued eligibility is determined (the PHA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and the PHA must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

17-VI.C. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]

The PHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant-based and project-based assistance. The PHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by the PHA. If the PHA chooses to offer a separate waiting list for PBV assistance, the PHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If a PHA decides to establish a separate PBV waiting list, the PHA may use a single waiting list for the PHA's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

PHA Policy

The PHA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. The PHA currently has waiting lists for the following PBV projects:

Rose of Dubuque, 3390 Lake Ridge Drive, Dubuque, IA

17-VI.D. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

Applicants who will occupy units with PBV assistance must be selected from the PHA's waiting list. The PHA may establish selection criteria or preferences for occupancy of particular PBV units. The PHA may place families referred by the PBV owner on its PBV waiting list.

Income Targeting [24 CFR 983.251(c)(6)]

At least 75 percent of the families admitted to the PHA's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely low-income families. The income targeting requirement applies to the total of admissions to both programs.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the PHA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d), FR Notice 11/24/08]

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. The PHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B. above.

The PHA may establish a selection preference for families who qualify for voluntary services, including disability-specific services, offered in conjunction with assisted units, provided that preference is consistent with the PHA plan. The PHA may not, however, grant a preference to a person with a specific disability [FR Notice 1/18/17].

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If the PHA has projects with “excepted units” for elderly families or supportive services, the PHA must give preference to such families when referring families to these units [24 CFR 983.261(b); FR Notice 1/18/17].

PHA Policy

The PHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, elderly families or units with supportive services, or mobility impaired persons for accessible units). The PHA will not offer any additional preferences for the PBV program or for particular PBV projects or units.

17-VI.E. OFFER OF PBV ASSISTANCE

Refusal of Offer [24 CFR 983.251(e)(3)]

The PHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the waiting list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the PHA's selection policy;
- Remove the applicant from the tenant-based voucher waiting list.

Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

Acceptance of Offer [24 CFR 983.252]

Family Briefing

When a family accepts an offer for PBV assistance, the PHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, the PHA must provide a briefing packet that explains how the PHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

Persons with Disabilities

If an applicant family's head or spouse is disabled, the PHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, the PHA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

The PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

17-VI.F. OWNER SELECTION OF TENANTS

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)(2) and (a)(3)].

Leasing [24 CFR 983.253(a)]

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the PHA from the PHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the PHA's subsidy standards.

Filling Vacancies [24 CFR 983.254(a)]

The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, the PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The PHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

PHA Policy

The owner must notify the PHA in writing (mail, fax, or email) within five business days of learning about any vacancy or expected vacancy.

The PHA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]

If any contract units have been vacant for 120 or more days since owner notice of the vacancy, the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

PHA Policy

If any contract units have been vacant for 120 days, the PHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The PHA will provide the notice to the owner within 10 business days of the 120th day of the vacancy. The amendment to the HAP contract will be effective the 1st day of the month following the date of the PHA's notice.

17-VI.G. TENANT SCREENING [24 CFR 983.255]

PHA Responsibility

The PHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

PHA Policy

The PHA will not conduct screening to determine a PBV applicant family's suitability for tenancy.

The PHA must provide the owner with an applicant family's current and prior address (as shown in PHA records) and the name and address (if known by the PHA) of the family's current landlord and any prior landlords.

In addition, the PHA may offer the owner other information the PHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. The PHA must provide applicant families a description of the PHA policy on providing information to owners, and the PHA must give the same types of information to all owners.

The PHA may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking, except at the written request or with the written consent of the individual providing the documentation [see 24 CFR 5.2007(a)(4)].

PHA Policy

The PHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. The PHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills;
- Caring for a unit and premises;
- Respecting the rights of other residents to the peaceful enjoyment of their housing;
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others; and
- Compliance with other essential conditions of tenancy.

PART VII: OCCUPANCY

17-VII.A. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by the PHA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

17-VII.B. LEASE [24 CFR 983.256]

The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

Form of Lease [24 CFR 983.256(b)]

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease.

The PHA may review the owner's lease form to determine if the lease complies with state and local law. If the PHA determines that the lease does not comply with state or local law, the PHA may decline to approve the tenancy.

PHA Policy

The PHA will not review the owner's lease for compliance with state or local law.

Lease Requirements [24 CFR 983.256(c)]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provide by the owner; and
- The amount of any charges for food, furniture, or supportive services.

Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by the PHA (the names of family members and any PHA-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

Initial Term and Lease Renewal [24 CFR 983.256(f)]

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g. month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- The PHA terminates the HAP contract
- The PHA terminates assistance for the family

Changes in the Lease [24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the PHA a copy of all changes.

The owner must notify the PHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the PHA and in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

Owner Termination of Tenancy [24 CFR 983.257]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by PHA policy. According to program requirements, the family’s assistance must be terminated if they are absent from the unit for more than 180 consecutive days. PHA termination of assistance actions due to family absence from the unit are subject to 24 CFR 981.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

Continuation of Housing Assistance Payments [24 CFR 982.258]

Housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by the PHA. After the 180-day period, the unit shall be removed from the HAP contract pursuant to 24 CFR 983.211.

PHA Policy

If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify the PHA of the change and request an interim reexamination before the expiration of the 180-day period.

Security Deposits [24 CFR 983.259]

The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

PHA Policy

The PHA will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

17-VII.C. MOVES

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260]

If the PHA determines that a family is occupying a wrong size unit, based on the PHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the PHA must promptly notify the family and the owner of this determination, and the PHA must offer the family the opportunity to receive continued housing assistance in another unit.

PHA Policy

The PHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the PHA's determination. The PHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

PBV assistance in the same building or project;

PBV assistance in another project; and

Tenant-based voucher assistance.

If the PHA offers the family a tenant-based voucher, the PHA must terminate the housing assistance payments for a wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher (including any extension granted by the PHA) or the date upon which the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by the expiration of the term of the family's voucher, the PHA must remove the unit from the HAP contract.

If the PHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the PHA and remove the unit from the HAP contract.

PHA Policy

When the PHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, the PHA will terminate the housing assistance payments at the expiration of this 30-day period.

The PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Family Right to Move [24 CFR 983.261]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the PHA. If the family wishes to move with continued tenant-based assistance, the family must contact the PHA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the PHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

Emergency Transfers under VAWA [Notice PIH 2017-08]

Except where special consideration is needed for the project-based voucher program, the PHA will follow VAWA policies as outlined in Chapter 16 Part IX of this administrative plan, including using the Emergency Transfer Plan as the basis for PBV transfers under VAWA (Exhibit 16-4).

HUD requires that the PHA include policies that address when a victim has been living in a unit for less than a year or when a victim seeks to move sooner than a tenant-based voucher is available.

PHA Policy

When the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking has lived in the unit for less than one year, the PHA will provide several options for continued assistance.

The PHA will first try to transfer the participant to another PBV unit in the same development or transfer to a different development where the PHA has PBV units. The PHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to tenant-based rental assistance (HCV).. Such a decision will be made by the PHA based on the availability of tenant-based vouchers. . Such families must be selected from the waiting list for the applicable program. The PHA has adopted a waiting list preference for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking in its HCV in order to expedite this process. See Section 4-III.C. of this administrative plan.

If a victim wishes to move after a year of occupancy in the unit, but no tenant-based vouchers are available, the PHA will offer the participant an internal transfer to another PBV unit in the same development or a transfer to a different development where the PHA has PBV units. The PHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

17-VII.D. EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.262]

As of April 17, 2018, the PHA may not pay housing assistance under a PBV HAP contract for more than the greater of 25 units or 25 percent of the number of dwelling units in a project unless:

- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project

If the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17].

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined by the PHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit. However, if the FSS family fails to successfully complete the FSS contract of participation or supportive services objective and consequently is no longer eligible for the supportive services, the family must vacate the unit within a reasonable period of time established by the PHA, and the PHA shall cease paying HAP on behalf of the family.

Further, when a family (or remaining members of a family) residing in an excepted unit no longer meets the criteria for a “qualifying family” because the family is no longer an elderly family due to a change in family composition, the PHA has the discretion to allow the family to remain in the excepted unit. If the PHA does not exercise this discretion, the family must vacate the unit within a reasonable period of time established by the PHA, and the PHA must cease paying housing assistance payments on behalf of the non-qualifying family.

Individuals in units with supportive services who choose to no longer participate in a service or who no longer qualify for services they qualified for at the time of initial occupancy cannot subsequently be denied continued housing opportunity because of this changed circumstance. A PHA or owner cannot determine that a participant’s needs exceed the level of care offered by qualifying services or require that individuals be transitioned to different projects based on service needs.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by the PHA.

The PHA may allow a family that initially qualified for occupancy of an excepted unit based on elderly family status to continue to reside in a unit, where through circumstances beyond the control of the family (e.g., death of the elderly family member or long-term or permanent hospitalization or nursing care), the elderly family member no longer resides in the unit. In this case, the unit may continue to be counted as an excepted unit for as long as the family resides in that unit. Once the family vacates the unit, in order to continue as an excepted unit under the HAP contract, the unit must be made available to and occupied by a qualified family.

PHA Policy

The PHA will not provide PBV assistance for excepted units.

PART VIII: DETERMINING RENT TO OWNER

17-VIII.A. OVERVIEW

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner's request in accordance with program requirements, and at such time that there is a ten percent or greater decrease in the published FMR.

17-VIII.B. RENT LIMITS [24 CFR 983.301]

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Certain Tax Credit Units [24 CFR 983.301(c)]

For certain tax credit units, the rent limits are determined differently than for other PBV units. Different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same project, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds 110 percent of the fair market rent or any approved exception payment standard;

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Definitions

A *qualified census tract* is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

Tax credit rent is the rent charged for comparable units of the same bedroom size in the project that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Reasonable Rent [24 CFR 983.301(e) and 983.302(c)(2)]

The PHA must determine reasonable rent in accordance with 24 CFR 983.303. The rent to owner for each contract unit may at no time exceed the reasonable rent, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. However, the rent to owner must be reduced in the following cases:

- To correct errors in calculations in accordance with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 24 CFR 983.55
- If a decrease in rent to owner is required based on changes in the allocation of the responsibility for utilities between owner and tenant

If the PHA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

PHA Policy

The PHA will elect within the HAP contract not to reduce rents below the initial level, with the exception of circumstances listed in 24 CFR 983.302(c)(2). If, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent, the PHA will use the higher initial rent to owner amount.

Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]

When determining the initial rent to owner, the PHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, the PHA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.

Likewise, the PHA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

PHA Policy

Upon written request by the owner, the PHA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. The PHA will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, the PHA may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if the PHA determines it is necessary due to PHA budgetary constraints.

Use of Small Area FMRs (SAFMRs) [24 CFR 888.113(h)]

While small area FMRs (SAFMRs) do not apply to PBV projects, PHAs that operate a tenant-based program under SAFMRs may apply SAFMRs to all future PBV HAP contracts. If the PHA adopts this policy, it must apply to all future PBV projects and the PHA's entire jurisdiction. The PHA and owner may not subsequently choose to revert back to use of the FMRs once the SAFMRs have been adopted, even if the PHA subsequently changes its policy.

Further, the PHA may apply SAFMRs to current PBV projects where the notice of owner selection was made on or before the effective date of PHA implementation, provided the owner is willing to mutually agree to doing so and the application is prospective. The PHA and owner may not subsequently choose to revert back to use of the FMRs once the SAFMRs have been adopted, even if the PHA subsequently changes its policy. If rents increase as a result of the use of SAFMRs, the rent increase may not be effective until the first anniversary of the HAP contract.

PHA Policy

The PHA will apply SAFMRs to the PHA's PBV program.

Redetermination of Rent [24 CFR 983.302]

The PHA must redetermine the rent to owner upon the owner's request or when there is a 10 percent or greater decrease in the published FMR.

Rent Increase

If an owner wishes to request an increase in the rent to owner from the PHA, it must be requested at the annual anniversary of the HAP contract (see Section 17-V.D.). The request must be in writing and in the form and manner required by the PHA. The PHA may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

PHA Policy

An owner's request for a rent increase must be submitted to the PHA 60 days prior to the anniversary date of the HAP contract and must include the new rent amount the owner is proposing.

The PHA may not approve and the owner may not receive any increase of rent to owner until and unless the owner has complied with requirements of the HAP contract, including compliance with HQS. The owner may not receive any retroactive increase of rent for any period of noncompliance.

Rent Decrease

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment, except where the PHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

Notice of Rent Change

The rent to owner is redetermined by written notice by the PHA to the owner specifying the amount of the redetermined rent. The PHA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

PHA Policy

The PHA will provide the owner with at least 30 days written notice of any change in the amount of rent to owner.

PHA-Owned Units [24 CFR 983.301(g)]

For PHA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. The PHA must use the rent to owner established by the independent entity.

17-VIII.C. REASONABLE RENT [24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the PHA, except where the PHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

When Rent Reasonable Determinations Are Required

The PHA must redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a 10 percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- The PHA approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same building or project; or
- There is any other change that may substantially affect the reasonable rent.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the PHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by the PHA. The comparability analysis may be performed by PHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

PHA-Owned Units

For PHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for PHA-owned units to the PHA and to the HUD field office where the project is located.

Owner Certification of Reasonable Rent

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, the PHA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

17-VIII.D. EFFECT OF OTHER SUBSIDY AND RENT CONTROL

In addition to the rent limits discussed in Section 17-VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance (see Section 17-II.D).

Other Subsidy [24 CFR 983.304]

To comply with HUD subsidy layering requirements, at the discretion of HUD or its designee, a PHA shall reduce the rent to owner because of other governmental subsidies, including tax credits or tax exemptions, grants, or other subsidized funding.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.

Combining Subsidy

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

Rent Control [24 CFR 983.305]

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.

PART IX: PAYMENTS TO OWNER

17-IX.A. HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]

During the term of the HAP contract, the PHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

Except for discretionary vacancy payments, the PHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the PHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

17-IX.B. VACANCY PAYMENTS [24 CFR 983.352]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

PHA Policy

If the PHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to keep the housing assistance payment, the PHA will notify the landlord of the amount of housing assistance payment that the owner must repay. The PHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner. The PHA may only make vacancy payments if:

- The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

PHA Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified the PHA of the vacancy in accordance with the policy in Section 17-VI.F. regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the PHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the PHA within 10 business days of the PHA's request, no vacancy payments will be made.

17-IX.C. TENANT RENT TO OWNER [24 CFR 983.353]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the PHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the PHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the PHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant.

Tenant and PHA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the PHA.

Likewise, the PHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The PHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The PHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, the PHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The PHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the PHA chooses to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

PHA Policy

The PHA will make utility reimbursements to the family.

17-IX.D. OTHER FEES AND CHARGES [24 CFR 983.354]

Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

EXHIBIT 17-1: PBV DEVELOPMENT INFORMATION

See Rose of Dubuque Contract

EXHIBIT 17-2: Special Provisions Applying to TPVs Awarded as Part of a Voluntary Conversion of Public Housing Units in Projects that Include RAD PBV Units

[24 CFR Part 972.200; Notice PIH 2019-05; Notice PIH 2019-23]

Under certain circumstances, HUD allows small PHAs to reposition a public housing project (or portion of a project) by voluntarily converting units to tenant-based housing choice voucher assistance. In order to preserve affordable housing for residents of the project, the PHA is given priority to receive replacement tenant protection vouchers (TPVs). As part of the voluntary conversion, the PHA has the option to continue to operate it as rental housing. If so, the PHA or subsequent owner must allow existing families to remain in their units using the TPV in the form of tenant-based assistance. In this situation, however, the PHA may choose to project-base these TPVs in the former public housing project. Families must still be provided with the option to remain in their unit using tenant-based assistance. In order for the PHA to project-base the assistance and include these units on the PBV HAP contract, the family must voluntarily consent in writing to PBV assistance following the requirements in Appendix A of Notice PIH 2019-05. If the family fails to consent to PBV assistance and chooses to remain using tenant-based assistance, the family's unit is excluded from the PBV HAP contract until the family moves out or consents to switching to PBV assistance. In general, all applicable program regulations and guidance for the standard PBV program apply to these units.

The PHA may also convert units in the same former public housing project to the PBV program under the rental assistance demonstration (RAD) program. The RAD statute authorizes HUD to waive certain statutory and regulatory provisions governing the standard PBV program and specify alternative requirements. In order to facilitate the uniform treatment of residents and units at the project, Notice PIH 2019-23 extended some of the alternative requirements to non-RAD PBV units in the converted project (i.e., the TPV units in the project). As such, while PBV TPV units in the converted project generally follow the requirements for the standard PBV program listed in this chapter, where HUD has specified alternative requirements for non-RAD PBV units in the project, PBV TPV units will instead follow the requirements outlined in Chapter 18 of this policy for the RAD PBV program.

RAD Requirements Applicable to Non-RAD units in the Project

Alternative Requirement under RAD as Listed in Notice PIH 2019-23	Standard PBV Policy That Does Not Apply	Applicable Policy in Chapter 18
1.6.A.4. Site Selection – Compliance with PBV Goals	17-II.G. SITE SELECTION STANDARDS applies with the exception of deconcentration of poverty and expanding	18-II.F. SITE SELECTION STANDARDS

	housing and economic opportunity requirements.	
1.6.B.5.d. PBV Site-Specific Utility Allowances	Alternative requirement under RAD. No corresponding policy in Chapter 17.	18-VII.C. UTILITY ALLOWANCES
1.6.C.1. No Rescreening of Tenants upon Conversion	Policies contained in Chapter 3 relating to eligibility do not apply to existing tenants who receive TPVs.	18-V.B. PROHIBITED RESCREENING OF EXISTING TENANTS UPON CONVERSION
1.6.C.2. Right to Return	Alternative requirement under RAD. No corresponding policy in Chapter 17.	18-I.D. RELOCATION REQUIREMENTS
1.6.C.3. Phase-in of Tenant Rent Increases	Alternative requirements under RAD. No corresponding policy in Chapter 17.	18-VIII.D. PHASE-IN OF TENANT RENT INCREASES
1.6.C.4. Family Self Sufficiency (FSS) and Resident Opportunities and Self-Sufficiency Service Coordinator (ROSS-SC) Programs	Not covered in administrative plan.	18-VI.C. PUBLIC HOUSING FSS AND ROSS PARTICIPANTS
1.6.C.5. Resident Participation and Funding	Alternative requirement under RAD. No corresponding policy in Chapter 17.	18-VI.D. RESIDENT PARTICIPATION AND FUNDING
1.6.C.6. Resident Procedural Rights	Policies related to hearings in Chapter 16 apply, with added procedural rights and notice requirements as outlined in Chapter 18.	18-VI.H. RESIDENTS' PROCEDURAL RIGHTS
1.6.C.7. Earned Income Disregard (EID)	Alternative requirements under RAD for in-place residents. New admissions follow policies in Chapter 6.	18-VI.G. EARNED INCOME DISALLOWANCE
1.6.C.8. Jobs Plus	Not covered in	No corresponding policy.

	administrative plan.	
1.6.C.9. When Total Tenant Payment Exceeds Gross Rent	Alternative requirements under RAD for in-place residents. New admissions follow policies in 17-VII.B. LEASE, Continuation of Housing Assistance Payments.	18-VI.B. LEASE, Continuation of Housing Assistance Payments
1.6.C.10. Under-Occupied Unit	Alternative requirements under RAD for in-place residents. New admissions follow 17-VII.C. MOVES, Overcrowded, Under-Occupied, and Accessible Units	18-VI.E. MOVES, Overcrowded, Under-Occupied, and Accessible Units
1.6.D.4. Establishment of Waiting List	Alternative requirements under RAD for initial establishment of the waiting list. Once waiting list is established, follow 17-VI.D. SELECTION FROM THE WAITING LIST	18-V.D. ORGANIZATION OF THE WAITING LIST
1.6.D.10. Initial Certifications and Tenant Rent Calculations	Alternative requirements under RAD for in-place residents. No corresponding policy in Chapter 17.	18-VIII.C. TENANT RENT TO OWNER, Initial Certifications

Note, while Notice PIH 2019-05 states that the PHA must screen families for eligibility for a tenant protection voucher and that families must be below the low-income limit (80 percent of AMI), Notice PIH 2019-23 waives these requirements for residents in projects that include RAD PBV units.

Chapter 18

PROJECT BASED VOUCHERS (PBV) UNDER THE RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM

INTRODUCTION

This chapter describes HUD regulations and PHA policies related to the Project-Based Voucher (PBV) program under the Rental Assistance Demonstration (RAD) program in eight parts:

Part I: General Requirements. This part describes general provisions of the PBV program, including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Project Selection. This part describes the cap on assistance at projects receiving PBV assistance, ownership and control, and site selection standards.

Part III: Dwelling Units. This part describes requirements related to housing quality standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution and term of the HAP contract.

Part V: Selection of PBV Program Participants. This part describes the requirements and policies governing how the PHA and the owner will select a family to receive PBV assistance.

Part VI: Occupancy. This part discusses occupancy requirements related to the lease and describes under what conditions families are allowed or required to move.

Part VII: Determining Contract Rent. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract.

Part VIII: Payments to Owner. This part describes the types of payments owners may receive under this program.

PART I: GENERAL REQUIREMENTS

18-I.A. OVERVIEW AND HISTORY OF THE RAD PROGRAM

The Rental Assistance Demonstration (RAD) program was authorized in 2012 in order to assess the effectiveness of converting public housing, moderate rehabilitation properties, and units under the rent supplement and rental assistance payments programs to long-term, project-based Section 8 rental assistance. The program's four primary objectives are to:

- Preserve and improve public and other assisted housing.
- Standardize the administration of the plethora of federally subsidized housing programs and rules. The conversions are intended to promote operating efficiency by using a Section 8 project-based assistance model that has proven successful and effective for over 30 years. In other words, RAD aligns eligible properties more closely with other affordable housing programs.
- Attract private market capital for property renovations. Through the use of this model, properties may be able to leverage private debt and equity to make capital repairs.
- Increase tenant mobility opportunities.

Under the first component, a PHA with public housing units may submit an application to HUD to convert some or all of their public housing units to long-term, project-based Section 8 HAP contracts under either:

- Project-based rental assistance (PBRA) under HUD's Office of Multifamily Housing Programs.
- Project-based vouchers (PBVs) under HUD's Office of Public and Indian Housing (PIH).

This chapter will focus on public housing conversions to the PBV program under RAD. In order to distinguish between requirements for public housing conversion under RAD and PBV units under the standard PBV program, we will refer to the standard PBV program and the RAD PBV program.

18-I.B. APPLICABLE REGULATIONS

On the whole, the regulations for both the standard and RAD PBV programs generally follow the regulations for the tenant-based HCV program found at 24 CFR Part 982. However, important parts of the tenant-based regulations do not apply to the project-based program. 24 CFR Part 983 outlines the sections of 24 CFR Part 982 that are not applicable to the project-based program.

For the RAD PBV program, Congress authorized HUD to waive certain statutory and regulatory provisions or establish alternative requirements from the standard PBV program. These provisions are identified in Notice PIH 2019-23 (issued September 5, 2019). Any non-RAD PBV units located in the covered project are subject to the same waivers and alternative requirements where noted in Notice PIH 2019-23 and in this policy.

Otherwise, all regulatory and statutory requirements for the standard PBV program in 24 CFR Part 983 and Section 8(o)(13) of the Housing Act of 1937, and all applicable standing and subsequent Office of Public and Indian Housing (PIH) notices and guidance, including related handbooks, apply to RAD PBV. This includes environmental review, Davis-Bacon, and fair housing requirements.

RAD is authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), as amended by the Consolidated Appropriations Act of 2014 (Public Law 113-76, approved January 17, 2014), the Consolidated and Further Continuing Appropriations Act of 2015 (Public Law 113-235, approved December 6, 2014), the Consolidated Appropriations Act of 2016 (Public Law 114-113, approved December 18, 2015), the Consolidated Appropriations Act, 2017 (Public Law 115-31, approved May 5, 2017), and section 237 of Title II, Division L, Transportation, Housing and Urban Development, and Related Agencies, of the Consolidated Appropriations Act, 2018 (Public Law 115-141, approved March 23, 2018) collectively, the “RAD Statute.”

Requirements specific to the RAD program may be found in the following:

- Generally, public housing projects converting assistance under RAD are bound by the terms of the notice in effect at the time of closing. For all conversion types, HUD reserves the right, in its sole discretion and upon request from the applicant, to apply provisions from previous versions of this notice to program participants that are near conversion.
 - Notice PIH 2023-19 amends Notice PIH 2019-23 and Notice PIH 2021-07, and was effective immediately.
 - Notice PIH 2019-23 was immediately applicable at the time of closing to all projects converting assistance (notwithstanding execution of a commitment for conversion). Notice PIH 2019-23 was published on September 5, 2019.
 - Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which are effective after a 30-day comment period.
 - Notice PIH 2012-32, REV-3 was applicable to projects that were seeking conversion of assistance through RAD, including those where a CHAP had already been issued when it was published January 12, 2017.
 - Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which were effective after a 30-day comment period.

- Notice PIH 2012-32, REV-2 was applicable to projects that were seeking conversion of assistance through RAD, including those where a CHAP had already been issued when it was published June 15, 2015.
 - Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which are effective after a 30-day comment period.
- RAD Quick Reference Guide for Public Housing Converting to PBV Assistance (6/20)
- RAD Welcome Guide for New Awardees: RAD 1st Component (3/15)
- Notice PIH 2016-17, Rental Assistance Demonstration (RAD) Notice Regarding Fair Housing and Civil Rights Requirements and Relocation Requirements Applicable to RAD First Component – Public Housing Conversions.
 - This Notice applies to all projects that have applied for RAD conversion but have not yet converted as of November 10, 2016.
- Notice PIH 2014-17, Relocation Requirements under the RAD Program, Public Housing in the First Component.
 - This notice may apply to projects that have converted to RAD prior to November 10, 2016, AND who have requested and received approval from HUD to be governed by this notice. See PIH Notice 2016-17, Section 1, Paragraph 1.3 for applicability.

NOTE: The policies in this chapter follow Notice PIH 2016-17. If your project falls under PIH 2014-17, applicable policies may be found in Section 18-I.D.

- RAD FAQs (<http://www.radresource.net/search.cfm>)

In other words, the standard PBV program follows many of the same regulations as the tenant-based HCV program, but not all of them, and the RAD PBV program follows many of the same regulations as the standard PBV program, but not all of them.

MTW agencies are able to apply activities impacting the PBV program that are approved in the MTW Plan to properties converting under RAD, provided they do not conflict with RAD requirements.

18-I.C. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to RAD PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

PHA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the RAD PBV program and its participants. This chapter is intended to address requirements specific to the RAD PBV program only.

See Exhibit 18-1 for information on projects to which the PHA has attached RAD PBV assistance.

18-I.D. RELOCATION REQUIREMENTS

For projects that apply for conversion of assistance under the First Component of RAD and will convert November 10, 2016 or later, the following applies [Notice PIH 2016-17]:

- In some developments, in-place residents may need to be relocated as a result of properties undergoing repairs, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed. Any non-RAD PBV units located in the same project are also subject to the right to return.
- Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements, and other requirements which may be applicable such as Section 104(d) of the Housing and Community Development Act of 1974, as amended. Sample informing notices are provided in Appendices 2–5 of Notice PIH 2014-17. A written relocation plan is required if the RAD conversion involves permanent relocation (including a move in connection with a transfer of assistance) or temporary relocation anticipated to last longer than a year. While the PHA is not required to have a written relocation plan for temporary relocation lasting one year or less, HUD strongly encourages PHAs to prepare one. Appendix II of Notice PIH 2016-17 contains recommended contents for a relocation plan.
- In addition, PHAs must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24. The obligation due to relocating residents under RAD are broader than URA relocation assistance and payments.

- Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to either: a) a unit at the development once rehabilitation or construction is completed, provided the resident's household is not under-housed; or b) a unit in the development which provides the same major features as the resident's unit in the development prior to the implementation of the RAD conversion.
- Where the transfer of assistance to a new site is warranted and approved, residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete.
- If the PHA's proposed plans for conversion would preclude a resident from returning to the development, the resident must be given an opportunity to comment and/or object to such plans. PHAs must alter the project plans to accommodate the resident's right to return to the development if the resident would be precluded from returning to the development.
- Examples of project plans that may preclude a resident from returning to the development include, but are not limited to:
 - Changes in the development's bedroom distribution that decrease the size of the units, resulting in the resident being under-housed;
 - The resident cannot be accommodated in the remaining assisted units due to a reduction in the number of assisted units at the development;
 - Income limit eligibility requirements associated with the LIHTC program or another program; and
 - Failure to provide a reasonable accommodation, in violation of applicable law, where reasonable accommodation may include installation of accessibility features that are needed by the resident.
- Residents of a development undergoing conversion that would be precluded from returning to the development may voluntarily accept a PHA or owner's offer to permanently relocate to alternative housing, and thereby waive their right to return to the development after rehabilitation or construction is completed. In this event, the PHA must secure the resident's written consent to a voluntary permanent relocation in lieu of returning to the development. PHAs are prohibited from employing any tactics to pressure residents into relinquishing their right to return or accepting other housing options. Additionally, a PHA may not terminate a resident's lease if the PHA fails to obtain the resident's consent and the resident seeks to exercise the right to return.

- In the case of multi-phase RAD transactions, the resident has a right to return to the development or to other converted phases of the development that are available for occupancy at the time the resident is eligible to exercise their right of return. Generally, the resident's right to return must be accommodated within the development associated with the resident's original unit, however, the PHA may treat multiple converted developments on the same site as one for purposes of right to return. Should the PHA seek to have the resident exercise the right to return at a future phase, the PHA must secure the resident's consent in writing.
- Alternative housing options may involve a variety of housing options, including but not limited to:
 - Transfers to public housing
 - Admission to other affordable housing properties subject to the applicable program rules
 - Housing choice voucher (HCV) assistance
 - Homeownership programs subject to the applicable program rules
 - Other options identified by the PHA

However, for projects that applied for conversion prior to November 10, 2016, the following applies [Notice PIH 2014-17]:

- In some developments, in-place residents may need to be relocated as a result of properties undergoing repairs, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed.
- Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements. Sample informing notices are provided in Appendices 2–5 of Notice PIH 2014-17. While the PHA is not required to have a written relocation plan, HUD strongly encourages PHAs to prepare one. Appendix I of Notice PIH 2014-17 contains recommended contents for a relocation plan.
- In addition, PHAs must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24.
- Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Where the transfer of assistance to a new site is warranted and approved, residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. Residents of a development undergoing conversion of assistance may voluntarily accept a PHA or owner's offer to permanently relocate to another assisted unit, and thereby waive their right to return to the development after rehabilitation or construction is completed.

18-I.E. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8; 24 CFR 5.105; Notice PIH 2016-17]

RAD conversions are governed by the same civil rights authorities that govern HUD-assisted activities in general. These authorities prohibit discrimination and impose affirmative obligations on HUD program participants. PHAs must comply with all applicable fair housing and civil rights laws, including but not limited to the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. For example, persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their need for an accessible unit must be accommodated. See the *RAD Fair Housing, Civil Rights, and Relocation Notice* [Notice PIH 2016-17] for more information.

PART II: PBV PROJECT SELECTION

18-II.A. OVERVIEW

Unlike in the standard PBV program where the PHA typically selects the property through an owner proposal selection process, projects selected for assistance under RAD PBV are selected in accordance with the provisions in Notice PIH 2019-23. Therefore, 24 CFR 983.51 does not apply since HUD selects RAD properties through a competitive selection process.

18-II.B. OWNERSHIP AND CONTROL [Notice PIH 2019-23]

For projects governed by Notice PIH 2019-23, the following language applies:

- Under the PBV program, the contract administrator and the owner listed on the contract cannot be the same legal entity (i.e., the PHA cannot execute a contract with itself). To avoid this situation, the PHA may either: 1) Transfer the ownership of the project to a nonprofit affiliate or instrumentality of the PHA (including to a “single-purpose entity” that owns nothing other than the property, which will typically be a requirement of a lender or investor), or 2) The PHA can form a related entity that is responsible for management and leasing and can serve as the owner for purposes of the Section 8 HAP contract; in this scenario, the HAP is then executed between the PHA (as the contract administrator) and the PHA’s related entity (as the owner for HAP contract purposes). Note that in the second scenario, both the PHA and the entity serving as the owner for HAP contract purposes will be required to sign the RAD Use Agreement [RAD Resource Desk FAQ 01/24/19].
- Except where permitted to facilitate the use of low-income housing tax credits, during both the initial term and renewal terms of the HAP contract, ownership must be by a public or nonprofit entity. HUD may also allow ownership of the project to be transferred to a tax credit entity controlled by a for-profit entity to facilitate the use of tax credits for the project, but only if HUD determines that the PHA or a nonprofit entity preserves an interest in the profit. The requirement for a public or nonprofit entity, or preservation of an interest by a PHA or nonprofit in a property owned by a tax credit entity controlled by a for-profit entity, is satisfied if a public or nonprofit entity (or entities), directly or through a wholly owned affiliate (1) holds a fee simple interest in the property; (2) is the lessor under a ground lease with the property owner; (3) has the direct or indirect legal authority to direct the financial and legal interest of the property owner with respect to the RAD units, (4) owns 51 percent or more of the general partner interests in a limited partnership or 51 percent or more of the managing member interests in a limited liability company with all powers of a general partner or managing member, as applicable; (5) owns a lesser percentage of the general partner or managing member interests and holds certain control rights as approved by HUD; (6) owns 51 percent or more of all ownership interests in a limited partnership or limited liability company and holds certain control rights as approved by HUD; or (7) demonstrates other ownership and control arrangements approved by HUD.

- Control may be established through the terms of the project owner's governing documents or through a Control Agreement, provided that in either case amendment of the terms of control requires consent from HUD.

For projects subject to the requirements of Notice PIH 2012-32, REV-3, the following language applies:

- Except where permitted to facilitate the use of low-income housing tax credits, during both the initial term and renewal terms of the HAP contract, ownership must be by a public or nonprofit entity. The requirement for a public or nonprofit entity is satisfied if a public or nonprofit entity (or entities), directly or through a wholly owned affiliate (1) holds a fee simple interest in the property; (2) is the lessor under a ground lease with the property owner; (3) has the direct or indirect legal authority to direct the financial and legal interest of the property owner with respect to the RAD units, (4) owns 51 percent or more of the general partner interests in a limited partnership or 51 percent or more of the managing member interests in a limited liability company with all powers of a general partner or managing member, as applicable; (5) owns a lesser percentage of the general partner or managing member interests and holds certain control rights as approved by HUD; (6) owns 51 percent or more of all ownership interests in a limited partnership or limited liability company and holds certain control rights as approved by HUD; or (7) other ownership and control arrangements approved by HUD.
- If low-income housing tax credits will be used, HUD may allow ownership of the property to be transferred to a tax credit entity controlled by a for-profit entity if HUD determines that the PHA preserves its interest in the property. Preservation of PHA interest in the property includes but is not limited to the following:
 - The PHA, or an affiliate under its sole control, is the general partner or managing member;
 - The PHA retains fee ownership and leases the real estate to the tax credit entity pursuant to a long-term ground lease;
 - The PHA retains control over leasing the property and determining program eligibility;
 - The PHA enters into a control agreement by which the PHA retains consent rights over certain acts of the project owner and retains certain rights over the project;
 - Other means that HUD finds acceptable

For projects that converted assistance prior to the implementation of Notice PIH 2012-32, REV-3, the following language applies:

- During both the initial term and renewal terms of the HAP contract, ownership must be either of the following:
 - A public or nonprofit entity that has legal title to the property. The entity must have the legal authority to direct the financial, legal, beneficial, and other interests of the property; or
 - A private entity, if the property has low-income tax credits. The PHA must maintain control via a ground lease.

18-II.C. PHA-OWNED UNITS [24 CFR 983.59, FR Notice 1/18/17, and Notice PIH 2017-21]

If the project is PHA-owned, rent-setting and inspection functions set out in 24 CFR 983.59 must be conducted by an independent entity approved by HUD.

The definition of *ownership or control* provided under Notice PIH 2019-23 (listed above) is used specifically to determine whether a PHA retains control over a project for purposes of HUD's requirement for ownership or control of the covered project under RAD. For purposes of determining whether an independent entity will perform certain functions for the project, the definition of *PHA-owned* under Notice PIH 2017-21 is used. This is the same definition used for standard PBV units. In some cases, a project may meet the RAD definition of *ownership or control* but may not be considered PHA-owned for purposes of requiring an independent entity.

The independent entity that performs the program services may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government), or another HUD-approved public or private independent entity.

The PHA may compensate the independent entity from PHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The PHA may not use other program receipts to compensate the independent entity for its services. The PHA, and the independent entity, may not charge the family any fee for the services provided by the independent entity.

18-II.D. SUBSIDY LAYERING REQUIREMENTS [Notice PIH 2019-23; Notice PIH 2012-32, REV-3; Notice PIH 2012-32, REV-2]

For projects governed by Notice PIH 2019-23, the following language applies:

- In the case of a PHA that will no longer have ACC units as a result of the pending or simultaneous closing, or have less than 50 units remaining and have initiated procedures to dispose of their final ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project or projects through the conversion. However, the PHA must estimate and plan for outstanding liabilities and costs and must follow Notice PIH 2016-23 or successor notice regarding the administrative activities required to terminate the ACC if it has no plans to develop additional public housing.
- In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.
- Following execution of the HAP contract, PHAs are authorized to use operating and capital funds to make HAP payments for the remainder of the first calendar year in which the HAP contract is effective. Otherwise, a PHA may not contribute public housing program funds to the covered project unless those funds have been identified in the RCC and converted at closing for Section 8 RAD purposes.

For projects governed by Notice PIH 2012-32, REV-3, the following language applies:

- In the case of a PHA that is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; the PHA may convey all program funds to the covered projects. In order to cover the cost of administrative activities required to terminate the ACC, once it no longer has units under the ACC and has no plans to develop additional public housing, the PHA may:
 - Designate that a reserve associated with the project be available to fund any public housing closeout costs (such as an operating deficit reserve or a specific PHA closeout reserve). Any funds not needed for public housing closeout costs would remain in such reserve or may be transferred to another reserve associated with the project (such as the replacement reserve). Thereafter, these funds may be used at the project pursuant to the authorized use of the applicable reserve; or
 - Retain funds under the public housing program for this purpose. However, HUD will recapture any public housing funds that a PHA does not expend for closeout costs.

- In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.
- In addition, following execution of the HAP contract, PHAs are authorized to use operating and capital funds to make HAP payments for the remainder of the first calendar year in which the HAP contract is effective. Otherwise, a PHA may not contribute public housing program funds to the covered project unless such funding has been identified in the approved financing plan and included in the approved “sources and uses” attached to the RCC.

For projects governed by the requirements of Notice PIH 2012-32, REV-2, the following language applies:

- In the case of a PHA that is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; the PHA may convey all program funds to the covered project. HUD will recapture any public housing funds that a PHA has not expended once it no longer has units under ACC. In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.

18-II.E. PBV PERCENTAGE LIMITATION AND UNIT CAP [Notice PIH 2019-23 and Notice PIH 2023-19]

PBV Percentage Limitation

Covered projects do not count against the maximum amount of assistance a PHA may utilize for the PBV program, which under the standard PBV program is set at 20 percent of the authorized units allocated to a PHA under the HCV program. The number of PBV units excluded from the PHA's PBV program cap cannot exceed the number of former public housing units that those PBV units are replacing through the course of the RAD conversion. All PBV units in a covered project that replace former public housing units at the time of conversion are excluded from both the numerator and the denominator when calculating the percent of vouchers that may be project-based by a PHA. To implement this provision, HUD is waiving section 8(o)(13)(B) of the 1937 Act as well as 24 CFR 983.6.

Unit Cap Limitation

When HUD published REV-3 of Notice PIH 2012-32, the cap on the number of assisted units in each project was eliminated. Under the standard PBV program the cap is set at the greater of 25 units or 25 percent of the units in the project. HUD is waiving this requirement, and projects governed by Notice PIH 2019-23 and Notice PIH 2012-32, REV-3 have no cap on the number of units that may receive PBV assistance in a project.

However, for projects that are governed by REV-2 of Notice PIH 2012-32, the cap on the number of PBV units in the project is increased to 50 percent. In these projects, however, provided units met certain exception criteria, the PHA may have converted a larger number of units to RAD PBV. For projects governed by the requirements of Notice PIH 2012-32, REV-2 **only**, the following language applies:

- In general, the PHA may not provide PBV assistance for units in a project if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 50 percent of the number of dwelling units (assisted or unassisted) in the project. However, PHAs may exceed the 50 percent limitation when units in the project are occupied by elderly and/or disabled families or families that will receive supportive services. These units are known as "excepted units" and do not count toward the project cap.
- For projects governed by the requirements of Notice PIH 2012-32, REV-2 choosing to include excepted units, additional policy decisions may be required.

PHA Policy

For projects governed by Notice PIH 2012-32, REV-2, the PHA will not provide RAD PBV assistance for any excepted units.

18-II.F. SITE SELECTION STANDARDS [Notice PIH 2019-23; Notice PIH 2016-17]

Site selection requirements set forth in 24 CFR 983.57 apply to RAD PBV, with the exception of 983.57(b)(1) and (c)(2). HUD waives the provisions regarding deconcentration of poverty and expanding housing and economic opportunity for existing housing sites.

To facilitate the uniform treatment of residents and units, any non-RAD PBV units located in the same project are subject to the terms of this provision.

HUD will conduct a front-end civil rights review of the PHA's proposed site in certain circumstances. For RAD PBV conversions that involve new construction located in an area of minority concentration (whether on the existing public housing site or on a new site) HUD will determine whether it meets one of the exceptions that would allow for new construction in an area of minority concentration.

The PHA must ensure that its RAD PBV conversion, including any associated new construction, is consistent with its certification to affirmatively further fair housing and complies with civil rights laws.

18-II.G. ENVIRONMENTAL REVIEW [Notice PIH 2019-23; *Environmental Review Requirements for RAD Conversions*, March 2019]

HUD cannot approve an applicant's financing plan submission unless and until the required environmental review has been completed for the applicant's proposed conversion project and found to meet environmental review requirements. Environmental documents must be submitted no later than the applicant's financing plan. HUD will not issue a RAD Conversion Commitment (RCC) if the project plan does not meet the environmental review requirements described in Attachment 1A of Notice PIH 2019-23. Once an awardee has submitted an application for a specific project, they may not make any choice limiting actions before the completion of the environmental review.

PART III: DWELLING UNITS

18-III.A. OVERVIEW

This part identifies the special housing quality standards that apply to the RAD PBV program, housing accessibility for persons with disabilities, and special procedures for conducting housing quality standards inspections.

18-III.B. HOUSING QUALITY STANDARDS [24 CFR 983.101]

The housing quality standards (HQS) for the tenant-based program generally apply to the PBV program. HQS requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

The physical condition standards at 24 CFR 5.703 do not apply to the PBV program.

Lead-based Paint [24 CFR 983.101(c); Notice PIH 2019-23]

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, and 40 CFR 745.227, apply to the PBV program.

18-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES [Notice PIH 2016-17]

Federal accessibility requirements apply to all conversions, whether they entail new construction, alternations, or existing facilities. The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The PHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

18-III.D. INSPECTING UNITS

Initial Inspection [RAD Quick Reference Guide, Notice PIH 2019-23, and Notice PIH 2023-19]

Under standard PBV regulations at 24 CFR 983.103(b), a PHA may not enter into a HAP contract until the PHA has determined all units comply with HQS. It is the responsibility of the contract administrator to perform this initial inspection (unless units are PHA-owned). In order to accommodate projects in which repairs are conducted, however, HUD has waived this requirement when units are undergoing rehabilitation. In this case, units must meet HQS by the date indicated in the RAD Conversion Commitment (RCC). To place the unit under HAP contract and commence making payments, the PHA may rely on the owner's certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units to be added to the HAP contract instead of conducting an initial inspection. During the period of the work, HQS requirements apply. The PHA must enforce the project owner's obligations and conduct inspections when needed, (for example in response to tenant complaints or other information coming to its attention), and the owner must correct any deficiencies in accordance with HQS requirements (i.e., no more than 24 hours for a life-threatening deficiency, and within no more than 30 calendar days or any PHA-approved extension for other defects, but no later than the date of the completion of the work as indicated in the RCC).

Turnover Inspections [24 CFR 983.103(c), FR Notice 1/18/17, and Notice PIH 2017-20]

Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with HQS.

Annual/Biennial Inspections [24 CFR 983.103(d); FR Notice 6/25/14]

At least once every 24 months during the term of the HAP contract, the PHA must inspect a random sample consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with HQS. Turnover inspections are not counted toward meeting this inspection requirement.

PHA Policy

The PHA will inspect on an annual basis a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS.

If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.

Alternative Inspections [24 CFR 983.103(g); Notice PIH 2016-05]

In the case of mixed-finance properties that are subject to alternative inspections, the PHA may rely upon an alternative inspection conducted at least triennially to demonstrate compliance with inspection requirements.

PHA Policy

The PHA will not rely on alternative inspection standards.

Other Inspections [24 CFR 983.103(e)]

The PHA must inspect contract units whenever needed to determine that the contract units comply with HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information coming to its attention in scheduling inspections.

The PHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an HQS violation, and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of HQS.

In conducting PHA supervisory quality control HQS inspections, the PHA should include a representative sample of both tenant-based and project-based units.

Inspecting PHA-Owned Units [24 CFR 983.103(f); Notice PIH 2017-21]

In the case of PHA-owned units, all required inspections must be performed by an independent entity designated by the PHA and approved by HUD. The independent entity must furnish a copy of each inspection report to the PHA and to the HUD field office where the project is located. The PHA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the PHA-owner.

PART IV: HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT

18-IV.A. OVERVIEW [RAD PBV Quick Reference Guide 6/20]

Public housing projects converting under RAD do not employ the PBV Agreement to Enter into a Housing Assistance Payments (AHAP) contract. Instead, following the execution of all requirements contained in the Commitment to Enter into a HAP (CHAP) contract and the RAD Conversion Commitment (RCC), a project is converted immediately to the RAD PBV HAP contract following the closing of any construction financing. Owners of public housing projects converted to PBV assistance via RAD enter into a HAP contract with the PHA that will administer the PBV assistance. Units assisted under a RAD PBV HAP contract must be subject to long-term, renewable use and affordability restrictions.

18-IV.B. HAP CONTRACT REQUIREMENTS

Contract Information [RAD PBV Quick Reference Guide 6/20; Notice PIH 2019-23]

The RAD PBV program uses the PBV HAP contract for new construction or rehabilitated housing (Form HUD-52530A), as modified by the RAD rider (Form HUD-52621). For closings on or after January 1, 2018, HUD incorporated the RAD rider directly into the standard PBV HAP contract. For closing that occurred prior to January 1, 2018, the RAD rider must be attached to the PBV HAP contract.

The distinction between “existing housing” and “rehabilitated and newly constructed housing” is overridden by RAD requirements. The project must also have an initial RAD use agreement. All public housing RAD conversion properties financed with LIHTC are also required to include an LIHTC rider.

Execution and Effective date of the HAP Contract [RADBlast! 7/11/16]

RAD PBV projects do not employ an Agreement to Enter into a Housing Assistance Payments (AHAP) contract like in the standard PBV program. Rather, when the conditions of the CHAP and the RCC are met and the conversion has closed, the PHA executes the HAP contract. Project owners may select the effective date of the HAP contract as the first day of either of the two months following the completed closing.

Term of HAP Contract [Notice PIH 2019-23]

The initial term of the HAP contract may not be for less than 15 years and may be for a term of up to 20 years upon request of the owner and with approval of the administering voucher agency. Upon expiration of the initial term of the contract, and upon each renewal term of the contract, the owner must accept each offer to renew the contract, for the prescribed number and mix of units, either on the site of the project subject to the expiring contract or, upon request of the project owner and subject to PHA and HUD approval, at another site through a future transfer of assistance. Contracts are subject to the terms and conditions applicable at the time of each offer and further subject to the availability of appropriations for each year of each such renewal. To implement this provision, HUD is waiving section 8(o)(13)(F) of The United States Housing Act of 1937, which permits a minimum term of one year, as well as 24 CFR 983.205(a), which governs the contract term.

Agreement to Enter into a HAP (AHAP) Contract [Notice PIH 2019-23]

For public housing conversions to PBV, there will be no agreement to enter into a Housing Assistance Payments (AHAP) contract. Therefore, all regulatory references to the Agreement (AHAP), including regulations under 24 CFR Part 983 Subpart D, are waived. The definitions for proposal selection date, new construction, rehabilitation, and existing housing are not applicable.

Mandatory Contract Renewal [Notice PIH 2019-23]

By statute, upon contract expiration, the agency administering the vouchers will offer, and the PHA will accept, renewal of the contract for the prescribed number and mix of units, either on the site of the project subject to the expiring contract or, upon request of the project owner and subject to PHA and HUD approval, at another site through a future transfer of assistance. The contract is subject to the terms and conditions applicable at the time of renewal and the availability of appropriations each year for such renewal. Consequently 24 CFR 983.205(b), governing the PHA discretion to renew the contract, will not apply.

In the event that the HAP contract is removed due to breach, non-compliance or insufficiency of appropriations, for all units previously covered under the HAP contract, new tenants must have incomes at or below 80 percent of the area median income at the time of admission and rents may not exceed 30 percent of 80 percent of median income for an appropriate size unit for the remainder of the term of the RAD use agreement.

Remedies for HQS Violations [24 CFR 983.208(b)]

The PHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with HQS. If the PHA determines that a contract unit does not comply with HQS, the PHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

PHA Policy

The PHA will abate and terminate PBV HAP contracts for noncompliance with HQS in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

18-IV.C. AMENDMENTS TO THE HAP CONTRACT

Floating Units [Notice PIH 2019-23]

Upon request of the owner to the voucher agency that will administer the project, HUD will permit assistance to float among units within the project that are the same bedroom size. The unit to which assistance is floated must be comparable to the unit being replaced in quality and amenities.

If the PHA chooses to float units, units are not specifically identified on the HAP contract, rather the HAP contract must specify the number and type of units in the property that are RAD PBV units. The property must maintain the same number and type of RAD units from the time of the initial HAP contract execution forward.

PHA Policy

The PHA will float assistance among unoccupied units within the project.

Reduction in HAP Contract Units [Notice PIH 2019-23]

Project owners are required to make available for occupancy by eligible tenants the number of assisted units under the terms of the HAP contract.

The PHA may not reduce the number of assisted units without written HUD approval. Any HUD approval of a PHA's request to reduce the number of assisted units under contract is subject to conditions that HUD may impose. MTW agencies may not alter this requirement.

If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, the PHA must reinstate the unit after the family has vacated the property. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207, or where the development has "floating" units.

18-IV.D. HAP CONTRACT YEAR AND ANNIVERSARY DATES [24 CFR 983.302(e)]

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. There is a single annual anniversary date for all units under a particular HAP contract.

18-IV.E. OWNER RESPONSIBILITIES UNDER THE HAP CONTRACT [24 CFR 983.210]

When the owner executes the HAP contract, they certify that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with HQS;
- The owner is providing all services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge, the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
- The family does not own or have any interest in the contract unit (this does not apply to the family's membership in a cooperative); and
- Repair work on the project selected as an existing project that is performed after HAP contract execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

18-IV.F. VACANCY PAYMENTS [24 CFR 983.352(b)]

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by the PHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner, including amounts available from the tenant's security deposit.

PHA Policy

The PHA will provide vacancy payments to the owner. The HAP contract with the owner will contain the amount of the vacancy payment and the period for which the owner will qualify for these payments.

PART V: SELECTION OF PBV PROGRAM PARTICIPANTS

18-V.A. OVERVIEW

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

18-V.B. PROHIBITED RESCREENING OF EXISTING TENANTS UPON CONVERSION [Notice PIH 2019-23]

Current households cannot be excluded from occupancy at the covered project based on any rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for application of any eligibility criteria to conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. Post-conversion, the tenure of all residents of the covered project is protected pursuant to PBV requirements regarding continued occupancy unless explicitly modified by Notice PIH 2019-23 (e.g., rent phase-in provisions). For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family. Existing residents at the time of conversion may not be rescreened for citizenship status or have their social security numbers reverified.

Further, so as to facilitate the right to return to the assisted property, this provision must apply to current public housing residents of the converting project that will reside in non-RAD PBV units placed in a project that contain RAD PBV units. Such families and such contract units will otherwise be subject to all requirements of the applicable program, specifically 24 CFR 983 for non-RAD PBV. Any non-RAD PBV units located in the same project are also subject to the right to return.

For the RAD PBV program, *in-place family* means a family who lived in a pre-conversion property at the time assistance was converted from public housing to PBV under RAD.

18-V.C. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the PHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)], and meet asset limitation requirements. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to the PHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. The PHA may also not approve a tenancy if the owner (including a principal or other interested party) of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

PHA Policy

The PHA will determine an applicant family's eligibility for the RAD PBV program in accordance with the policies in Chapter 3.

18-V.D. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c); Notice PIH 2019-23]

The standard PBV regulations at 24 CFR 983.251 set out program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. Any non-RAD PBV units located in the same project are also subject to these requirements.

PHA Policy

The PHA will establish and manage separate waiting lists for individual projects or buildings that are receiving RAD PBV assistance. The PHA currently has no waiting lists for RAD PBV projects:

For any applicants on the public housing waiting list that are likely to be ineligible for admission to a covered project converting to PBV because the household's TTP is likely to exceed the RAD gross rent, the PHA will consider transferring such household, consistent with program requirements for administration of waiting lists, to the PHA's remaining public housing waiting lists or to another voucher waiting list, in addition to transferring such household to the waiting list for the covered project.

To the extent any wait list relies on the date and time of application, the applicants shall have priority on the wait lists to which their application was transferred in accordance with the date and time of their application to the original waiting list.

The PHA will maintain the project-specific waiting list in accordance with all applicable civil rights and fair housing regulations found at 24 CFR 903.7(b)(2)(ii)-(iv). The PHA will provide applicants full information about each development, including an estimate of the wait time, location, occupancy, number and size of accessible units, and amenities like day care, security, transportation, and training programs at each development with a site-based waiting list. The system for selection will be consistent with all applicable civil rights and fair housing laws and regulations and may not be in conflict with any imposed or pending court order, settlement agreement, or complaint brought by HUD.

The PHA will give priority to participants moving under a VAWA emergency transfer from one PBV development to another in accordance with Section 18-VI.E.

18-V.E. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

After conversion to RAD PBV, applicants who will occupy units with RAD PBV assistance must be selected from the PHA's waiting list. The PHA may establish selection criteria or preferences for occupancy of particular PBV units.

Income Targeting [24 CFR 983.251(c)(6); Notice PIH 2019-23]

At least 75 percent of the families admitted to the PHA's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Families in place at the time of the conversion are exempt from income targeting requirements. New admissions follow standard PBV requirements. Any non-RAD PBV units located in the same project are also subject to these requirements.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the PHA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d); FR Notice 11/24/08; Notice PIH 2019-23]

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units.

PHA Policy

The PHA will not offer any preferences for the RAD PBV program. However, the PHA will give priority to participants moving under a VAWA emergency transfer from one PBV development to another in accordance with Section 18-VI.E.

18-V.F. OFFER OF PBV ASSISTANCE

Refusal of Offer [24 CFR 983.251(e)(3)]

The PHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refusing to list the applicant on the waiting list for tenant-based voucher assistance
- Denying any admission preference for which the applicant qualifies
- Changing the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the PHA's selection policy
- Removing the applicant from the tenant-based voucher waiting list

Disapproval by Landlord [24 CFR 983.251(e)(2)]

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

Acceptance of Offer [24 CFR 983.252]

Family Briefing

When a family accepts an offer for PBV assistance, the PHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, the PHA must provide a briefing packet that explains how the PHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

Persons with Disabilities

If an applicant family's head or spouse is disabled, the PHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, the PHA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

Persons with Limited English Proficiency

The PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

18-V.G. OWNER SELECTION OF TENANTS [24 CFR 983.253]

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

Leasing [24 CFR 983.253(a)]

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the PHA from the PHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the PHA's subsidy standards.

Filling Vacancies [24 CFR 983.254(a)]

The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, the PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The PHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

PHA Policy

The owner must notify the PHA in writing (mail, fax, or email) within five business days of learning about any vacancy or expected vacancy.

The PHA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

18-V.H. TENANT SCREENING [24 CFR 983.255]

PHA Responsibility

The PHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

PHA Policy

The PHA will not conduct screening to determine a PBV applicant family's suitability for tenancy.

The PHA must provide the owner with an applicant family's current and prior address (as shown in PHA records) and the name and address (if known by the PHA) of the family's current landlord and any prior landlords.

In addition, the PHA may offer the owner other information the PHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. The PHA must provide applicant families a description of the PHA policy on providing information to owners, and the PHA must give the same types of information to all owners.

The PHA may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(c)].

PHA Policy

The PHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the turnover HQS inspection or before. The PHA will not provide any additional information to the owner, such as tenancy history, criminal history, etc.

Owner Responsibility

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

- Payment of rent and utility bills
- Caring for a unit and premises
- Respecting the rights of other residents to the peaceful enjoyment of their housing
- Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others
- Compliance with other essential conditions of tenancy

PART VI: OCCUPANCY

18-VI.A. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by the PHA, referred to an owner, and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

18-VI.B. LEASE [24 CFR 983.256]

The tenant must have legal capacity to enter into a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

The tenant and the owner must enter into a written lease agreement that is signed by both parties. The tenancy addendum must include, word-for-word, all provisions required by HUD.

Lease Requirements [24 CFR 983.256(c); Notice PIH 2019-23]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner;
- The amount of any charges for food, furniture, or supportive services; and
- For any family admitted following conversion, the lease must specify what will happen if the family elects to remain in its unit after increasing its income such that it requires zero HAP. Specifically, the lease must make clear how the tenant rent will be calculated, and it must address the transition to a new lease. The PHA must include resident procedural rights for termination notification and grievance procedures in the owner's lease. These requirements are not part of the regular PBV program but are required under RAD.

Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements
- The composition of the household as approved by the PHA (the names of family members and any PHA-approved live-in aide)

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

Initial Term and Lease Renewal [24 CFR 983.256(f); RAD PBV Quick Reference Guide 6/20]

Leases for residents who will remain in place (i.e., who will not be relocated solely as a result of conversion) must have an effective date that coincides with—and must be signed on or before—the effective date of the RAD PBV HAP contract.

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g., month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- The PHA terminates the HAP contract
- The PHA terminates assistance for the family

Changes in the Lease [24 CFR 983.256(e)]

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the PHA a copy of all changes.

The owner must notify the PHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the PHA and in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

Owner Termination of Tenancy [24 CFR 983.257; Notice PIH 2019-23]

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Projects converting from public housing to PBV under RAD have additional procedural rights that do not apply to the standard PBV program. These procedural rights must be included in the owner’s lease as well as the PHA’s administrative plan. In addition to the regulations at 24 CFR 983.257 related to project owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease, which may not be less than:

- A reasonable period of time, but not to exceed 30 days:
 - If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - In the event of any drug-related or violent criminal activity or any felony conviction
- Not less than 14 days in the case of nonpayment of rent
- Not less than 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply

These provisions apply to non-RAD PBV units located in the project as well.

Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by PHA policy. According to program requirements, the family’s assistance must be terminated if they are absent from the unit for more than 180 consecutive days. PHA termination of assistance actions due to family absence from the unit are subject to 24 CFR 982.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

Continuation of Housing Assistance Payments [24 CFR 983.258; Notice PIH 2019-23; Notice PIH 2023-19; RAD PBV Quick Reference Guide 6/20]

Pre-Conversion Residents

The unit for a family with a TTP that equals or exceeds the gross rent (which is defined as the contract rent plus any utility allowance for the unit) must be placed on the PBV HAP contract and the family must be admitted to the PBV program. In this case, and until such time as the family's TTP falls below the gross rent, the family will pay the owner the alternate rent which is defined as the lesser of:

- The family's TTP minus the utility allowance (subject to any required phase-in); or
- The Zero HAP Rent Cap, which is the lower of:
 - 110 percent of the applicable FMR minus the utility allowance; or
 - In the event the units are subject to more restrictive rent setting requirement under the LIHTC or HOME programs (or other programs approved by HUD on a project-specific basis, the rent to owner set to comply with such requirements.

The family will continue to pay this amount until/if circumstances change, and HAP is paid on their behalf. In other words, assistance may subsequently be reinstated if the tenant becomes eligible for assistance in which case normal PBV rent requirements will apply to the family. In such cases, the resident is still considered a program participant. All of the family obligations and protections under RAD and standard PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract or added back to the HAP Contract. Any non-RAD PBV units located in the same project are also subject to these requirements.

After a family has paid the Zero HAP Rent Cap for a period of 180 days, the PHA must remove the unit from the HAP Contract and the family's participating in the PBV program ends. If the Covered Project is fully assisted and the family subsequently leaves the property, the PHA must reinstate the unit back onto the HAP contract and admit an eligible family. If the Covered Project is partially assisted and the family subsequently leaves the property, the unit must be reinstated back onto the HAP contract unless the PHA previously substituted a different unit on the HAP contract in accordance with 24 CFR § 983.207 or, where "floating units" have been permitted.

Additionally, if the family continues to reside in the project after the family's unit was removed from the HAP contract, the family may request to return to the PBV program if the family's income subsequently decreases to the extent that the family's TTP is less than the Zero-HAP Rent Cap, and the family is otherwise eligible for PBV assistance. The PHA must, at the earliest opportunity, reinstate the family's unit back onto the HAP contract to provide rental assistance to the family. If the project was partially assisted and the PHA previously substituted a different unit on the HAP contract, the PHA must substitute the family's unit for a vacant unit on the HAP contract if there is a vacant unit at the time of the request, or by doing so as soon as a unit on the HAP contract becomes vacant if there are no vacant units on the HAP contract at the time of the family request.

New Admission Families

Unless a waiver is requested and approved, following conversion, 24 CFR 983.53(d) applies, and any new admission referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program. This means a family's TTP may not equal or exceed the gross rent for the unit at admission. The PHA may request a waiver from HUD in order to admit otherwise eligible families whose TTP exceeds gross rent and to allow the units those families occupy to remain under the HAP contract even if the PHA has not paid HAP for the family in 180 days.

Further, for any new families admitted after the conversion, assistance will be terminated 180 days after the last housing assistance payment on their behalf. The cessation of housing assistance payments does not affect the family's other rights under its lease, nor does it preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within the 180-day window. If a family's assistance is terminated as a result of their zero HAP status, the PHA must remove the unit from the HAP contract. If the project is fully assisted and the family subsequently leaves the property, the PHA must reinstate the unit after the family has vacated the property and admit an eligible family. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207 or where floating units have been permitted.

Per the RAD Use Agreement, the owner may charge the family a rent that does not exceed 30 percent of 80 percent of the area median income. If a unit is removed from the RAD PBV HAP contract, then the lease terminates automatically, as stated in the tenancy addendum, as though the RAD PBV HAP contract had been terminated. The tenant must be offered a new lease, which must reflect the new tenant rent. A tenant in this circumstance is no longer a program participant and therefore no longer benefits from any of the rights or protections specific to RAD, or to the PBV program. Should the family subsequently lose employment, the owner may choose to reduce the family's rent, but if the family wishes to be admitted to the HCV/PBV program, then it must be admitted through the waiting list like any other applicant.

In circumstances where low RAD PBV rents may prohibit a significant number of otherwise eligible families on the waiting list from being admitted to the project because they do not require subsidy, and which could consequently create an undue concentration of poverty at the project compared to non-RAD PBV projects, a PHA may request a waiver from HUD for the covered project. The waiver will apply the alternative requirements applicable to the pre-conversion residents to new admission families.

PHA Policy

The PHA will not request waivers from HUD to apply the alternative requirements applicable to pre-conversion residents to new admission families.

If a participating family who was admitted after the RAD conversion receive zero assistance and subsequently experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify the PHA of the change and request an interim reexamination before the expiration of the 180-day period.

Security Deposits [24 CFR 983.259; RAD PBV Quick Reference Guide 6/20]

Owners are permitted to recognize security deposit amounts that have been previously provided by tenants who are in-place at the time of the RAD conversion. If a tenant residing in a converting project has not previously provided a security deposit, then the owner may collect a security deposit at the time of initial lease execution. Otherwise, the security deposit requirements for standard PBV apply.

The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

PHA Policy

The PHA will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

18-VI.C. PUBLIC HOUSING FSS AND ROSS PARTICIPANTS [Notice PIH 2019-23]

Current PH FSS participants will continue to participate in the PHA's FSS program, and PHAs will be allowed to use any PH FSS funds granted previously or pursuant to the current fiscal year (FY) PH FSS notice of funding availability (NOFA) to serve those FSS participants who live in units converted to RAD and who will as a result be moving to the HCV FSS program. A PHA must convert the PH FSS program participants at the covered project to their HCV FSS program.

Residents who were converted from the PH FSS program to the HCV FSS program through RAD may not be terminated from the HCV FSS program or have HCV assistance withheld due to the participant's failure to comply with the contract of participation. Consequently, 24 CFR 984.303(b)(5)(iii) does not apply to FSS participants in converted properties.

At the completion of the FSS grant, PHAs should follow the normal closeout procedures outlined in the grant agreement. If the PHA continues to run an FSS program that serves PH and/or HCV participants, the PHA will continue to be eligible (subject to NOFA requirements) to apply for FSS funding.

Current Resident Opportunities and Self-Sufficiency–Service Coordinators (ROSS–SC) program grantees will be able to finish out their current ROSS–SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future public housing ROSS–SC grants.

At the completion of the ROSS-SC grant, PHAs should follow the normal closeout procedures outlined in the grant agreement. Please note that ROSS-SC grantees may be a nonprofit or local resident association and this consequence of a RAD conversion may impact those entities.

Any non-RAD PBV units located in the same project are also subject to these requirements.

18-VI.D. RESIDENT PARTICIPATION AND FUNDING [Notice PIH 2019-23]

Residents of covered projects converting assistance to PBVs will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.

18-VI.E. MOVES

Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260; Notice PIH 2019-23]

All in-place tenants at the time of conversion are eligible to remain in the project. Over-housed families should be moved into appropriately sized units if such units are available in the new or rehabbed project. If appropriately sized units are not available, the existing tenants may continue to be over-housed until an appropriately sized unit becomes available or until the tenant leaves the project. Once the unit turns over, it must be leased to an appropriately sized family. Any non-RAD PBV units located in the same project are also subject to these requirements.

Following conversion, the standard PBV regulations apply. If the PHA determines that a family is occupying a wrong-size unit, based on the PHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the PHA must promptly notify the family and the owner of this determination, and the PHA must offer the family the opportunity to receive continued housing assistance in another unit.

PHA Policy

The PHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the PHA's determination. The PHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

PBV assistance in the same building or project

PBV assistance in another project

Tenant-based voucher assistance

If the PHA offers the family a tenant-based voucher, the PHA must terminate the housing assistance payments for a wrong-size or accessible unit at the earlier of the expiration of the term of the family's voucher, including any extension granted by the PHA, or the date upon which the family vacates the unit. If the family does not move out of the wrong-size unit or accessible unit by the expiration of the term of the family's voucher, the PHA must remove the unit from the HAP contract.

If the PHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the PHA and remove the unit from the HAP contract.

PHA Policy

When the PHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, the PHA will terminate the housing assistance payments at the expiration of this 30-day period.

The PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

Family Right to Move [24 CFR 983.261]

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the PHA.

Choice Mobility [Notice PIH 2019-23; PRRAC Choice Mobility Implementation Guidance, 8/20]

Family's Right to Choice Mobility

Under RAD PBV, the choice mobility option provides families with the opportunity to move with continued assistance any time after 12 months of occupancy. All residents in converted properties should be aware of their housing mobility rights and of their options in a range of neighborhoods.

PHA Policy

To ensure that residents are fully aware of and understand their rights under choice mobility, the PHA will inform families of their rights under the choice mobility option and the benefits to moving to lower poverty areas, and provide a summary of the steps necessary to exercise this option, at the time the family signs the lease for the RAD PBV unit and during their annual recertification.

Information on choice mobility will be made be accessible to persons with disabilities, ensuring any information, electronic or otherwise, is accessible for persons with vision, hearing, and other disabilities. This information will also be made available in accordance with Limited English Proficiency (LEP) requirements, including document translation and user of interpretation services. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements.

Moving with Continued Assistance under Choice Mobility

If the family wishes to move with continued tenant-based assistance under choice mobility, the family must contact the PHA to request the rental assistance prior to providing notice to terminate the lease. If the family terminates the lease in accordance with lease requirements, the PHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If a voucher or other comparable tenant-based assistance is not immediately available, the PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

Families are eligible to move with continued assistance under choice mobility after 12 months of occupancy. If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

PHA Policy

Prior to providing notice to the owner to terminate the lease, the family may submit a written request to the PHA for a choice mobility voucher at any time after completing the 12-month occupancy requirement.

The family will remain eligible to request a choice mobility voucher as long as they continue living at the same covered project. If a family moves from one covered project to another covered project prior to completing their 12-month occupancy requirement, their 12-month clock will reset. The family must wait 12 months from the date of move at the new property before they may request another choice mobility voucher. If a family transfers to a different unit within the same covered project, the 12-month clock does not reset.

The PHA will maintain a combined, agency-wide waiting list for all standard PBV and RAD PBV families wishing to exercise mobility after one year of tenancy. This list will be maintained separately from the tenant-based HCV list. Families on the choice mobility waiting list will be given priority over families on the tenant-based waiting list. The choice mobility waiting list will be organized by date and time of the family's written request to exercise choice mobility. The list will also identify whether families live in standard or RAD PBV units.

The PHA will not subject RAD PBV families applying for choice mobility vouchers to any additional rescreening requirements in order to receive a tenant-based voucher.

Families exercising choice mobility will not be required to vacate their units before a lease has been entered into using their tenant-based voucher. At the time the PHA issues a choice mobility voucher, the PHA will notify the family of their right to remain in their unit if they are unable find a rental unit using the tenant-based voucher.

Turnover Cap

If as a result of RAD, the total number of PBV units (including RAD PBV units) administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD, the PHA may establish a turnover cap. The PHA is not required to provide more than three-quarters of its turnover vouchers in any single year to the residents of covered projects. If the PHA chooses to establish a turnover cap and the cap is implemented, the PHA must create and maintain a waiting list in the order requests from eligible households were received.

PHA Policy

As a result of RAD, the total number of PBV units (including RAD PBV units) administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD. Therefore, the PHA will establish a choice mobility cap. The PHA will not provide more than three-quarters of its turnover vouchers in a single year to residents of covered projects.

Families who requested a choice mobility voucher and are denied due to the cap will be given priority the following year when choice mobility vouchers are again issued since the choice mobility list will be organized by the date and time of the family's request.

Emergency Transfers under VAWA [Notice PIH 2017-08]

Except where special consideration is needed for the project-based voucher program, the PHA will follow VAWA policies as outlined in Chapter 16 Part IX of this administrative plan, including using the Emergency Transfer Plan as the basis for PBV transfers under VAWA (Exhibit 16-4).

HUD requires that the PHA include policies that address when a victim has been living in a unit for less than a year or when a victim seeks to move sooner than a tenant-based voucher is available.

PHA Policy

When the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking has lived in the unit for less than one year, the PHA will provide several options for continued assistance.

The PHA will first try to transfer the participant to another PBV unit in the same development or transfer to a different development where the PHA has PBV units. The PHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible. If assistance is transferred to another development, the PHA will give priority to the participant on the other development's waiting list.

If no units are available for an internal transfer to a PBV development or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to tenant-based rental assistance (HCV). Such a decision will be made by the PHA based on the availability of tenant-based vouchers and/or vacancies in public housing units. Such families must be selected from the waiting list for the applicable program. The PHA has adopted a waiting list preference for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking in its HCV program in order to expedite this process. See Section 4-III.C. of this administrative plan.

If a victim wishes to move after a year of occupancy in the unit, but no tenant-based vouchers are available, the PHA will offer the participant an internal transfer to another PBV unit in the same development or a transfer to a different development where the PHA has PBV units. The PHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

18-VI.F. REEXAMINATIONS [RAD PBV Quick Reference Guide 6/20]

A family living in a unit converted from public housing to RAD PBV may retain its certification date. Unless a family's annual reexamination is due at the same time as the effective date of the RAD PBV HAP contract, the PHA does not need to recertify tenants at the point of conversion. For each family residing in a unit undergoing conversion of assistance under RAD, the administering PHA will have to submit a form HUD-50058 reflecting the family's admission to the voucher program. The effective date of the new admission will be the same as the effective date of the RAD PBV HAP contract. The form should include the same information previously found on the public housing form 50058, including the next annual reexamination date.

18-VI.G. EARNED INCOME DISALLOWANCE [Notice PIH 2019-23]

Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR 5.617. Upon the expiration of the EID for such families, the rent adjustment will not be subject to rent phase-in; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time. Any non-RAD PBV units located in the same project are also subject to these requirements.

Under the HCV program, the EID exclusion is limited to only persons with disabilities [24 CFR 5.617(b)]. In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in section 5.617(b) limiting EID to only persons with disabilities is waived. The waiver and resulting alternative requirement only applies to tenants receiving the EID at the time of conversion. No other tenant, such as tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion (e.g., due to loss of employment), tenants that move into the property following conversion, etc., is covered by this waiver.

18-VI.H. RESIDENTS' PROCEDURAL RIGHTS [Notice PIH 2019-23]

HUD is incorporating additional termination notification requirements for public housing projects that convert assistance under RAD to PBV and to non-RAD PBV units located in the same project beyond those for the standard PBV program. In addition to the regulations at 24 CFR 983.257 related to owner termination of tenancy and eviction (which MTW agencies may not alter), the termination procedure for RAD conversions to PBV requires that PHAs provide adequate written notice of termination of the lease, which is:

- A reasonable period of time, but not to exceed 30 days:
 - If the health or safety of other tenants, project owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - In the event of any drug-related or violent criminal activity or any felony conviction.
- Not less than 14 days in the case of nonpayment of rent
- Not less than 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply

18-VI.I. INFORMAL REVIEWS AND HEARINGS [Notice PIH 2019-23]

In addition to reasons for an informal hearing listed at 24 CFR 982.555(a)(1)(i)–(v) (See 16-III.C. Informal Hearings for Participants), an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to an owner action in accordance with the individual’s lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident’s rights, obligations, welfare, or status.

- For any hearing required under 24 CFR 982.555(a)(1)(i)–(v), the contract administrator will perform the hearing in accordance with Chapter 16 Part III: Informal Reviews and Hearings, as is the current standard in the program.
- For any additional hearings required under RAD, the PHA (as owner) will perform the hearing.

An informal hearing will not be required for class grievances or for disputes between residents not involving the PHA (as owner) or contract administrator. This hearing requirement does not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA (as owner) or contract administrator.

The owner must give residents notice of their ability to request an informal hearing as outlined in 24 CFR 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR 982.555(a)(1)(i)–(v). (See Chapter 16)

The owner must provide an opportunity for an informal hearing before an eviction.

PART VII: DETERMINING CONTRACT RENT

18-VII.A. INITIAL CONTRACT RENTS [Notice PIH 2019-23]

RAD conversions are intended to be cost-neutral, and therefore, should not exceed current public housing funding as adjusted for unit size. Since public housing units do not currently have contract rents, HUD provides an estimate of current contract rents for each PHA's public housing units based on current funding as adjusted by bedroom size. Current funding includes operating subsidy, tenant rents, capital funds, replacement housing factor funds (RHF), and demolition disposition transitional funding (DDTF). The funding may limit the amount of initial rent for a property. A detailed explanation of the determination of current funding may be found in Attachment 1C of Notice PIH 2019-23. Once the current funding amount is calculated, the amount is adjusted by bedroom size to determine the current funding rent. HUD uses the same bedroom adjustment factors as in the metropolitan FMR schedules where the project is located.

PHAs may adjust subsidy (and contract rents) across multiple projects as long as the PHA does not exceed the aggregate subsidy for all of the projects the PHA has submitted for conversion under RAD.

Notwithstanding HUD's calculation of the initial contract rent based on the project's subsidy under the public housing program and any modifications made to the initial contract rent, the initial rents are set at the lower of:

- An amount determined by the PHA, not to exceed 110 percent of the fair market rent (FMR) or the PHA's exception payment standard approved by HUD, or the alternate rent cap in a PHA's MTW agreement minus any utility allowance
- The reasonable rent
- The rent requested by the owner

18-VII.B. ADJUSTING CONTRACT RENTS [Notice PIH 2019-23; RAD PBV Quick Reference Guide 6/20; PHA Asset Repositioning “How to Apply OCAF for RAD PBV” Webinar]

RAD PBV contract rents are adjusted differently than contract rents in the standard PBV program. At each annual anniversary of the HAP contract, contract rents will be adjusted only by HUD’s operating cost adjustment factor (OCAF) that is applied to the current contract rent, less the portion of the rent paid for debt service, subject to the availability of appropriations for each year of the contract term. As such, section 8(o)(13)(I) of the 1937 Act, and 24 CFR 983.301 and 983.302, concerning rent determinations, do not apply when adjusting rents. The rent to owner may at no time exceed the reasonable rent charged for comparable unassisted units in the private market, as determined by the contract administrator in accordance with 24 CFR 983.303.

Contract rents may not exceed the reasonable rent (as determined by the PHA that administers the contract or the independent entity, as applicable), with the exception that the contract rent for each unit may not be reduced below the initial contract rent under the initial HAP contract.

However, the rent to owner may fall below the initial contract rent in the following situations:

- To correct errors in calculations in accordance with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 983.55 (prohibition of excess public assistance)
- If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant

The contract rent adjustment will be the lesser of:

- The current contract rent increased by the operating cost adjustment factor (OCAF), which is published annually in the *Federal Register*; or
- The reasonable rent

The administering PHA (or independent entity, if the project is PHA-owned) is responsible for processing rent adjustments at each contract anniversary date in accordance with the prevailing OCAF. The PHA who administers the contract (directly or via an independent entity) must maintain records to demonstrate how OCAF amounts were determined and how rent adjustments were calculated. HUD approval of rent adjustments is not required.

Properties are eligible to receive prior years’ OCAF adjustments for years in which the OCAF was not taken. The OCAF must be applied retroactively if it was missed. The PHA administering the contract (or the independent entity) must make sure that all OCAFs have been applied correctly since the RAD closing and calculate the current rents accordingly, including making sure that the RAD PBV contract rents do not exceed the PBV program caps.

PHA Policy

The owner will request a contract rent adjustment from the PHA who administers the contract within 120 days, but no less than 60 days, prior to the HAP contract anniversary date by submitting a completed OCAF rent adjustment worksheet (Form HUD-9624). The independent entity will validate the data on the form and determine whether the rent exceeds the reasonable rent charged for comparable unassisted units in the private market, in accordance with 24 CFR 983.303. If rents would be unreasonable following application of the requested OCAF, then the rent will only be increased up to the reasonable rent. The independent entity will notify the PHA who administers the contract in writing of the results of its review of the rent adjustment request. The PHA who administers the contract will retain a copy of the worksheet and any other records necessary to demonstrate how the OCAF was used to make rent adjustments for audit purposes. The approved rent adjustment will go into effect via written notice from the PHA that administers the project to the owner. This notice will constitute an amendment to the rents specified on Exhibit A of the RAD PBV HAP contract. The new rents to owner will take effect on the date of the contract anniversary.

Rent Decrease

Rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

18-VII.C. UTILITY ALLOWANCES [Notice PIH 2019-23; *RAD PBV Quick Reference Guide* 6/20]

When contract rent amounts are set initially, the amount does not include a utility allowance. In general, the utility allowances that are used on the initial HAP contract at closing are the public housing utility allowances that are in effect prior to conversion. The CHAP must be updated prior to conversion to reflect current public housing utility allowances. At its discretion, a PHA may use the FMRs and utility allowances in effect during the 30-day period immediately before the beginning date of the HAP contract.

After conversion, the PHA that administers the contract must maintain the utility allowance schedule. The PHA may either maintain a utility allowance schedule for tenant-paid utilities in accordance with standard PBV and HCV utility allowance regulations at 24 CFR 983.301(f)(2)(ii) and 24 CFR 982.517, respectively, or the PHA may instead apply site-specific utility allowances. HUD waived the requirement for the standard PBV program that the HCV utility allowance be used. If a site-specific utility allowance is used, the utility allowance is applicable to non-RAD PBV units in the project and is calculated consistent with Notice H 2015-04.

Each family transitions to the new utility allowance at their first recertification following conversion.

PHA Policy

The PHA will use the HCV utility allowance schedule for the RAD PBV developments.

18-VII.D. REASONABLE RENT [24 CFR 983.303]

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the PHA, except rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

How to Determine Reasonable Rent

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the PHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

Comparability Analysis

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by the PHA. The comparability analysis may be performed by PHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

PHA-Owned Units

For PHA-owned units, the amount of the reasonable rent must be determined by an independent entity approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for PHA-owned units to the PHA and to the HUD field office where the project is located.

PART VIII: PAYMENTS TO OWNER

18-VIII.A. HOUSING ASSISTANCE PAYMENTS

During the term of the HAP contract, the PHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with HQS and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

Except for discretionary vacancy payments, the PHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the PHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

18-VIII.B. VACANCY PAYMENTS [24 CFR 983.352]

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

PHA Policy

If the PHA determines that the owner is responsible for a vacancy and as a result is not entitled to keep the housing assistance payment, the PHA will notify the landlord of the amount of housing assistance payment that the owner must repay. The PHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner. The PHA may only make vacancy payments if:

- The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

PHA Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified the PHA of the vacancy in accordance with the policy in Section 18-V.G. regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the PHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the PHA within 10 business days of the PHA's request, no vacancy payments will be made.

18-VIII.C. TENANT RENT TO OWNER [24 CFR 983.353; Notice PIH 2019-23]

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the PHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the PHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the PHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant.

Initial Certifications [Notice PIH 2019-23]

For the initial certification, the PHA will use the family's public housing tenant rent (reflected on line 10f of the family's most recent 50058) at the date of conversion to calculate HAP and tenant rent for the PBV program. The PHA will use this amount until the effective date of the earlier of the family's first regular or interim recertification following the conversion. At that point, the PHA will use the family's TTP based on the recertification and the applicable utility allowance (HCV or RAD PBV site-based, as applicable) to determine PBV HAP and tenant rent. Any non-RAD PBV units located in the same project are subject to the same requirements.

Tenant and PHA Responsibilities

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the PHA.

Likewise, the PHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The PHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The PHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

Utility Reimbursements

If the amount of the utility allowance exceeds the total tenant payment, the PHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The PHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the PHA chooses to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

PHA Policy

The PHA will make utility reimbursements directly to the family.

18-VIII.D. PHASE-IN OF TENANT RENT INCREASES [Notice PIH 2019-23; PHA Asset Repositioning “Phase-in of Tenant Rents” Webinar]

For in-place tenants, if the amount the tenant would pay for rent and utilities (TTP) would increase by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over three years. To implement this provision, HUD is waiving section 3(a)(1) of the 1937 Act, as well as 24 CFR 983.3 (definition of *total tenant payment (TTP)*) only to the extent necessary to allow for the phase-in of tenant rent increases. For families who were on EID at the time of conversion to RAD PBV, upon the expiration of the EID, the rent adjustment is not subject to rent phase-in.

The PHA must communicate this policy in writing to affected residents. Any non-RAD PBV units located in the same covered project are subject to the terms of the phase-in provisions.

PHA Policy

The PHA will use the family’s public housing tenant rent (reflected on line 10f of the family’s most recent 50058) at the date of conversion to calculate the family’s tenant rent in PBV. The PHA will implement a three-year phase-in for in-place families whose TTP increases by more than the greater of 10 percent or \$25 purely as a result of the conversion as follows:

Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion: 33 percent of the difference between the most recently paid TTP and the currently calculated PBV TTP. (If the family was paying flat rent immediately prior to conversion, the PHA will use the flat rent amount to calculate the phase-in for Year 1.)

Year 2: Year 2 annual recertification and any interim recertification: 50 percent of the difference between the most recently paid TTP and the currently calculated PBV TTP

Year 3: Year 3 annual recertification and all subsequent recertifications: Full calculated TTP

Once the standard TTP is equal to or less than the previous TTP, the phase-in ends, and tenants will pay full TTP from that point forward.

If the family’s income falls during the phase-in period such that the currently calculated PBV TTP falls below the amount that would otherwise be the phased-in rent, the family pays the currently calculated PBV TTP and the phase-in ends.

The PHA will communicate the PHA’s phase-in policy in writing to the family at the time the PHA first determines that the family qualifies for a rent phase-in.

Any non-RAD PBV units located in the same project are also subject to rent phase-in requirements.

18.VIII.E. OTHER FEES AND CHARGES [24 CFR 983.354]

Meals and Supportive Services

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

Other Charges by Owner

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

EXHIBIT 18-1: PBV DEVELOPMENT INFORMATION

(Fill out one for each development)

Chapter 19

SPECIAL PURPOSE VOUCHERS

INTRODUCTION

Special purpose vouchers are specifically funded by Congress in separate appropriations from regular HCV program funding in order to target specific populations. Special purpose vouchers include vouchers for the following programs:

- Family Unification Program (FUP)
- Foster Youth to Independence (FYI) program
- Veterans Affairs Supportive Housing (VASH)
- Mainstream
- Non-Elderly Disabled (NED)
- Stability Voucher program

PHA Policy

The PHA will administer the following types of special purpose vouchers: **[List special purpose vouchers administered by the PHA]**

This chapter describes HUD regulations and PHA policies for administering special purpose vouchers. The policies outlined in this chapter are organized into five sections, as follows:

Part I: Family Unification Program (FUP)

Part II: Foster Youth to Independence (FYI) program

Part III: Veterans Affairs Supportive Housing (VASH)

Part IV: Mainstream voucher program

Part V: Non-Elderly Disabled (NED) vouchers

Part VI: Stability Voucher program

Except as addressed by this chapter and as required under federal statute and HUD requirements, the general requirements of the HCV program apply to special purpose vouchers.

PART I: FAMILY UNIFICATION PROGRAM (FUP)

19-I.A. PROGRAM OVERVIEW [Fact Sheet, Housing Choice Voucher Program Family Unification Program (FUP)]

Overview

The Family Unification Program (FUP) was authorized by Congress in 1990 to help preserve and reunify families. PHAs that administer the program provide vouchers to two different populations—FUP families and FUP youth.

Families eligible for FUP are families for whom the lack of adequate housing is a primary factor in:

- The imminent placement of the family's child or children in out-of-home care; or
- The delay in the discharge of the child or children to the family from out-of-home care.

There is no time limitation on FUP family vouchers, and the family retains their voucher as long as they are HCV-eligible. There is no requirement for the provision of supportive services for FUP family vouchers.

Youth eligible for FUP are those who:

- Are at least 18 years old and not more than 24 years of age;
- Have left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act at age 16 and older; and
- Are homeless or at risk of becoming homeless.

FUP youth vouchers are limited by statute to a period between 36 and 60 months of housing assistance. Supportive services must also be provided to FUP-eligible youth by the Public Child Welfare Agency (PCWA) or by another agency or organization under contract with the PCWA for the period of time defined in the notice or Notice of Funding Availability/Opportunity (NOFA/O) for which funding was made available.

PHAs that wish to administer FUP vouchers must apply to HUD by submitting an application under an active Notice of Funding Opportunity (NOFO). While the FUP program is administered in accordance with HCV regulations, the FUP NOFOs issued by HUD provide specific program information and requirements.

In order to administer the program, the PHA must also form a partnership with a local PCWA who is responsible for determining the family or youth meets FUP eligibility requirements and referring them to the PHA. Once the referral is received, the PHA is responsible for placing the FUP family or youth on the PHA's waiting list and determining whether they are eligible to receive assistance under the PHA's HCV program.

Assigning Vouchers [FUP FAQs]

The PHA may, but is not required to, assign a specific number or percentage of FUP vouchers for FUP youths and FUP families. Unless the PHA assigns a specific number or percentage of FUP vouchers to a designated FUP population, the PHA must serve any referrals (youths or families) that meet all program eligibility requirements up to the PHA's designated FUP program size.

PHA Policy

The PHA has not designated any specific number or percentage of FUP vouchers for youths or families. The PHA will serve all referrals that meet program eligibility requirements, up to the PHA's FUP voucher allocation.

19-I.B. PUBLIC CHILD WELFARE AGENCY (PCWA)

Families and youth do not apply directly to the PHA for FUP vouchers. They are instead referred by a PCWA with whom the PHA has entered into a Memorandum of Understanding (MOU). The partnering PCWA initially determines whether the family or youth meets the FUP program eligibility requirements listed in 19-I.C. and 19-I.D. and then refers those families or youths to the PHA.

HUD strongly encourages PHAs and PCWAs to make decisions collaboratively on the administration of the program and to maintain open and continuous communication. The PCWA must have a system for identifying FUP-eligible youth within the agency's caseload and for reviewing referrals from a Continuum of Care (COC) if applicable.

PHA Policy

The PHA has entered into an MOU with the following partnering organizations

Department of Human Services (PCWA), Community Solution of Eastern Iowa (CoC)

Supportive Services

The PCWA must provide supportive services for the period of time defined in the notice or NOFA/O for which the funding was made available to all FUP-eligible youth regardless of their age. The MOU between the PHA and the PCWA should identify the period of time in which supportive services will be provided.

PHA Policy

The PCWA will provide supportive services for all FUP youth for a period of 36 months. Supportive services may be provided to FUP-eligible youth by the PCWA or by another agency or organization under agreement or contract with the PCWA, including the PHA. The organization providing the services and resources must be identified in the MOU. The following services must be offered:

- Basic life skills information or counseling on money management, use of credit, housekeeping, proper nutrition or meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services);
- Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance or referrals for assistance on security deposits, utility hook-up fees, and utility deposits;
- Providing such assurances to owners of rental property as are reasonable and necessary to assist a FUP-eligible youth to rent a unit with a FUP voucher;
- Job preparation and attainment counseling (where to look and how to apply, dress, grooming, relationships with supervisory personnel, etc.); and
- Educational and career advancement counseling regarding attainment of general equivalency diploma (GED), or attendance or financing of education at a technical school, trade school, or college, including successful work ethic and attitude models.

PHA Policy

Additional supportive services will not be offered.

A FUP-eligible youth cannot be required to participate in these services as condition of receipt of the FUP voucher.

19-I.C. FUP FAMILY VOUCHER ELIGIBILITY CRITERIA

FUP family assistance is reserved for eligible families that the PCWA has certified are a family for whom a lack of adequate housing is a primary factor in:

- The imminent placement of the family's child or children in out-of-home care, or
- The delay in the discharge of the child or children to the family from out-of-home care.

Lack of adequate housing means the family meets any one of the following conditions:

- Living in substandard housing, which refers to a unit that meets any one of the following conditions:
 - Does not have operable indoor plumbing
 - Does not have a usable flush toilet inside the unit for the exclusive use of a family or youth
 - Does not have a usable bathtub or shower inside the unit for the exclusive use of a family or youth
 - Does not have electricity, or has inadequate or unsafe electrical service
 - Does not have a safe or adequate source of heat
 - Should, but does not, have a kitchen
 - Has been declared unfit for habitation by an agency or unit of government, or in its present condition otherwise endangers the health, safety, or well-being of the family or youth
 - Has one or more critical defects, or a combination of intermediate defects in sufficient number or to the extent that it requires considerable repair or rebuilding. The defects may result from original construction, from continued neglect or lack of repair, or from serious damage to the structure
- Being homeless as defined in 24 CFR 578.3
- Living in a unit where the presence of a household member with certain characteristics (i.e., conviction for certain criminal activities) would result in the imminent placement of the family's child or children in out-of-home care, or the delay in the discharge of the child or children to the family from out-of-home care
- Living in housing not accessible to the family's disabled child or children due to the nature of the disability

- Living in an overcrowded unit, which is defined as living in a unit where one of the following conditions has been met:
 - The family is separated from its child or children and the parents are living in an otherwise standard housing unit, but, after the family is reunited, the parents' housing unit would be overcrowded for the entire family and would be considered substandard; or
 - The family is living with its child or children in a unit that is overcrowded for the entire family and this overcrowded condition may result, in addition to other factors, in the imminent placement of its child or children in out-of-home care.
 - For purposes of this definition, the determination as to whether the unit is overcrowded is made in accordance with the PHA subsidy standards in Chapter 5, Part III of this policy.

Since HUD does not define *imminent placement*, the partnering PCWA may use its discretion to determine whether the potential out of home placement of the family's child or children is imminent [FUP FAQs].

19-I.D. FUP YOUTH VOUCHER ELIGIBILITY CRITERIA

While FUP family vouchers operate as regular HCVs after the family is referred from the PCWA, there are several aspects of the FUP youth vouchers that make them distinct from the FUP family vouchers and from regular HCVs.

Eligibility Criteria

A FUP-eligible youth is a youth the PCWA has certified:

- Is at least 18 years old and not more than 24 years of age (has not yet reached their 25th birthday);
 - The FUP youth must be no more than 24 years old at the time the PCWA certifies them as eligible and at the time of HAP contract execution.
- Has left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act;
 - Foster care placement can include, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes in accordance with 24 CFR 5.576.
- Is homeless or at risk of becoming homeless at age 16 or older;
 - *At risk of being homeless* is fully defined at 24 CFR 576.2.
 - o This includes a person that is exiting a publicly funded institution, or system of care (such as a healthcare facility, a mental health facility, foster care or other youth facility, or correction program or institution).
 - o Therefore, youth being discharged from an institution may be eligible for a FUP voucher [FUP FAQs].
- Has an annual income at or below 30 percent of area median income; and
- Does not have sufficient resources or support networks (e.g., family, friends, faith-based or other social networks) immediately available to prevent them from moving to a supervised publicly or privately operated shelter designed to provide temporary living arrangements.

19-I.E. ASSISTANCE PERIOD [FR Notice 1/24/22]

Maximum Assistance Period

Although there is no time limit on FUP family vouchers, FUP youth vouchers are limited by statute. Unless the FUP youth meets an exception outlined below, after 36 months of assistance, the FUP youth voucher must be terminated. However, any period of time for which no subsidy (HAP) is being paid on behalf of the youth does not count toward the 36-month limitation.

If the FUP youth does meet the requirements outlined below, the statutory limit on FUP assistance is a total of 60 months of FUP voucher assistance [FR Notice 1/24/22].

Extension of Assistance

FUP youth who first leased or lease a unit after December 27, 2020, may be eligible for an extension of assistance up to 24 months beyond the 36-month time limit (for a total of 60 months of assistance).

While FUP youth cannot be required to participate in the Family Self-Sufficiency (FSS) program as a condition of receipt of assistance, an eligible youth who participates in the FSS program and is in compliance with the applicable terms and conditions of the program is entitled to receive assistance for up to an additional 24 months. A FUP youth must accept an FSS slot if it is offered to them prior to the 36-month mark in order to receive an extension of assistance (unless the youth meets one of the statutory exceptions described below).

Statutory Exceptions

A FUP youth will be entitled to receive an extension of assistance for up to 24 months beyond the 36-month time limit without participating in the PHA's FSS program if they certify that they meet one of the exceptions below:

- The FUP youth is a parent or other household member responsible for the care of a dependent child under the age of six or for the care of an incapacitated person.

PHA Policy

The PHA defines *incapacitated person* as the inability of an individual to manage property or business affairs because the individual is so impaired that the individual is unable to communicate, or carry out important decisions concerning the individual's financial affairs.

.

The PHA will apply this exception in a manner that provides extensions of FUP youth assistance to the broadest population possible consistent with the statutory requirements.

The FUP youth will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FUP youth must submit.

The child or incapacitated person is not required to reside in the household in order for the youth to certify they meet this exception. For example, a child in a joint custody arrangement under the age of six who resides in the household only part-time may qualify the youth for this exception.

- The FUP youth is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.

PHA Policy

The PHA will define *regular and active participation* in a manner that provides extensions of FUP youth assistance to the broadest population possible consistent with the statutory requirements.

The FUP youth will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FUP youth must submit.

- The FUP youth is a person who is incapable of complying with the requirement to participate in a FSS program as described above or engage in education, workforce development, or employment activities as described below, as applicable, due to a documented medical condition.

PHA Policy

The PHA will apply this requirement in a manner that provides extensions of FUP youth assistance to the broadest population possible consistent with statutory requirements.

The FUP youth will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FUP youth must submit.

A FUP youth that meets one of the above exceptions must still be offered an opportunity to enroll in the PHA's FSS program (if it is available to them) and receive any supportive services available to FUP youth. A FUP youth may choose to participate in an FSS program or engage in education, workforce development, or employment activities, even if they meet one of the above statutory exceptions.

Education, Workforce Development, or Employment Activities

If a PHA that carries out an FSS program is unable to offer a FUP youth an FSS slot during their first 36 months of receiving FUP youth assistance, the youth is considered to have been “unable to enroll” in the program and may have their voucher extended by meeting the education, workforce development, or employment criteria described below:

- The youth was engaged in obtaining a recognized postsecondary credential or a secondary school diploma or its recognized equivalent.

PHA Policy

The PHA will use the definitions of *recognized postsecondary credential* and *secondary school diploma or its recognized equivalent* under the Workforce Innovation and Opportunity Act (WIOA). WIOA defines a *recognized postsecondary credential* as a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the state involved or federal government, or an associate or baccalaureate degree (29 U.S.C. 3102). Examples of a recognized postsecondary credential include, but are not limited to, an associate’s degree, bachelor’s degree, occupational licensure, or occupational certification (see U.S. Department of Labor, Training and Employment Guidance Letter No. 10–16, Change 1). For the purpose of WIOA, the U.S. Department of Labor defines a *secondary school diploma or its recognized equivalent* as a secondary school diploma (or alternate diploma) that is recognized by a state and that is included for accountability purposes under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA). A secondary school equivalency certification signifies that a student has completed the requirement for a high school education. Examples of a secondary school diploma or its recognized equivalent include, but are not limited to, obtaining certification of attaining passing scores on a state-recognized high school equivalency test, earning a secondary school diploma or state-recognized equivalent, or obtaining certification of passing a state-recognized competency-based assessment.

- The youth was enrolled in an *institution of higher education*, as such term is defined in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)) or an institution that meets the definition of a *proprietary institution of higher education* or a *postsecondary vocational institution* under sections 102(b)(1) and (c)(1) of the Higher Education Act of 1965 (20 U.S.C. 1002(b)(1) and (c)(1)), respectively.

PHA Policy

Youth must be enrolled in education activities on at least a half-time basis, as defined by the institution that they attend. However, the PHA may make exceptions to this requirement if the youth is unable to enroll in a sufficient number of classes due to a lack of course offerings by the educational institution where the youth is enrolled.

- The youth was participating in a career pathway, as such term is defined in Section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102). The term *career pathway* means a combination of rigorous and high-quality education, training, and other services that:
 - Aligns with the skill needs of industries in the economy of the state or regional economy involved;
 - Prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) (referred to individually in this Act as an *apprenticeship*, except in section 3226 of this title);
 - Includes counseling to support an individual in achieving the individual’s education and career goals;
 - Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
 - Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
 - Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
 - Helps an individual enter or advance within a specific occupation or occupational cluster.
- The youth was employed.

PHA Policy

The PHA will consider the youth to be employed if they work a minimum of 20 hours per week. The PHA may make exceptions to this requirement if the youth’s hours are reduced due to circumstances beyond their control or the youth must temporarily reduce their work hours due to a verified family emergency.

FSS Enrollment at 24 Months

If the FUP youth has not been provided an opportunity to enroll in the FSS program during the first 24 months of FUP assistance, HUD encourages the PHA to remind the youth at the 24-month reexamination of the education, workforce development, and employment requirements described above so that the youth has enough time to meet these requirements prior to the expiration of the 36-month time period for FUP assistance.

PHA Policy

If the FUP youth has not been provided an opportunity to enroll in the FSS program during the first 24 months of FUP assistance, the PHA will remind the youth at their second regular reexam of the education, workforce development, and employment requirements described above.

FSS Enrollment Between 36 and 48 Months

If an FSS slot becomes available between the 36-month and 48-month mark:

- The PHA must offer the slot to a FUP youth who had their voucher extended based on meeting the education, workforce development, or employment requirement listed above, or one of the statutory exceptions listed above (even if the youth previously declined an FSS slot because they met one of the statutory exceptions).
- The PHA must work with the youth to determine whether enrollment in FSS is feasible and in their best interest given any education, workforce development, or employment activities that the youth is engaged in and any statutory exceptions that apply to the youth, as well as the remaining time on their voucher.
- If the FUP youth accepts the FSS slot, the PHA must work with the youth to establish Contract of Participation goals and an Individual Training and Services Plan (ITSP) that can be accomplished within the time period left on the voucher.

If the FUP youth is offered an FSS slot prior to the 36-month mark, the youth:

- Will be required to enroll in the FSS program in order to receive an extension of assistance at the end of the 36-month time period (unless they meet one of the statutory exceptions described above).
- Will not be considered to have been “unable to enroll” in the FSS program as described above, and as a result, will not be eligible to receive an extension of assistance based on meeting the education, workforce development, or employment requirements described above.

FSS Enrollment After 48 Months

The PHA may, but is not required to, offer a FUP youth an FSS slot that becomes available between the 48-month mark and the 60-month mark, since the youth will have already received their second and final extension.

PHA Policy

If an FSS slot becomes available between the 48 and 60-month marks, the PHA will not offer the FSS slot to a FUP youth.

Extensions of Assistance

At the 36-month and 48-month reexamination, the PHA must extend FUP youth assistance if the youth is participating in and in compliance with the FSS program as long as the youth is still eligible for the HCV program.

In any case, the FUP youth cannot receive more than a total of 60 months of FUP youth voucher assistance, even if the FSS Contract of Participation time period extends beyond the voucher 60-month mark.

No FSS Program or Unable to Enroll in FSS

If a PHA does not carry out an FSS program or the FUP youth has been unable to enroll in the program during the first 36 months of receiving FUP assistance, the FUP youth is entitled to receive an extension of assistance for up to two successive 12-month periods beyond the 36-month time limit provided that the youth engaged in at least one of the education, workforce development, or employment activities described above for not less than nine months of the 12-month period preceding each extension. In order to meet the nine months out of the preceding 12 months requirement, the youth may have engaged in one of the education, workforce development, or employment activities described above or a combination of these activities.

Verification Prior to Annual Reexam

In order to provide an extension of assistance, the PHA must verify compliance with the above requirements at the end of the 36-month time period and the 48-month time periods. The PHA does not need to verify compliance with these requirements at the end of the 60-month time period since the maximum length of assistance is 60 months.

To verify compliance with the education, workforce development, or employment requirement or one of the statutory exceptions, the PHA must provide the FUP youth written notification informing them that they may receive an extension of their FUP assistance and providing instructions on how the youth may demonstrate that they meet one of these conditions. This notification must be provided sufficiently in advance of the end of the 36-month or 48-month time periods, as applicable, to allow the FUP youth to demonstrate that they meet the education, workforce development, or employment requirement, or one of the statutory exceptions, and for the PHA to conduct an annual reexamination prior to the expiration of the FUP assistance.

PHA Policy

The PHA will verify compliance with the education, workforce development, or employment requirement, or one of the statutory exceptions, at the end of the 36-month and 48-month time periods prior to the FUP youth's scheduled annual reexamination. The PHA will not verify compliance at the end of the 60-month time period.

The PHA will provide each FUP youth on the PHA's program with a written notification informing them that they may receive an extension of their FUP assistance if they meet conditions outlined in this chapter and providing them with instructions on how they may demonstrate compliance at least 60 days prior to their scheduled annual reexam date. When necessary, the PHA will provide this notification in a format accessible to FUP youth with disabilities and in a translated format for FUP youth with limited English proficiency in accordance with Chapter 2.

The PHA will use the following verification methods to verify a FUP youth's eligibility for voucher extensions:

To verify compliance with the FSS requirement, the PHA will examine its records to confirm, or obtain confirmation from the PHA's FSS program staff, that the FUP youth participant is in compliance with FSS program requirements and has not been terminated from the FSS program.

To meet the education, workforce development, or employment requirement, the PHA will verify that the FUP youth was engaged in at least one education, workforce development, or employment activity for at least nine months of the 12-month period immediately preceding the end of 36-month or 48-month time period, as applicable.

Due to the timing of when the PHA verifies compliance and conducts the annual reexamination, the FUP youth may have not yet met the nine-month requirement but may be able to demonstrate that they will meet the nine-month requirement as of the end of the 36-month or 48-month time period. In such cases, the FUP/FYI youth will still be considered to have met the requirements.

In order for the FUP youth to meet one of the statutory exceptions described above, the youth must submit a certification to the PHA that they meet one of these exceptions. This certification is the only documentation that the FUP youth must submit in order to demonstrate that they meet one of the statutory exceptions.

A FUP youth who received an extension of voucher assistance at the end of the 36-month time period based on meeting one of the conditions described in this chapter does not have to meet the same conditions when they reach the end of the 48-month time period. The FUP youth may demonstrate that they meet a different condition in order to receive an extension of their assistance.

If the PHA determines that the youth meets one of the statutory conditions, the PHA would then conduct an annual reexamination. If the annual reexamination determines that the youth is still eligible for the HCV program, the PHA must provide the FUP youth the extension of voucher assistance.

Termination of Assistance for Failure to Meet Conditions

Failure of the FUP youth to meet one of the above conditions will only impact their ability to receive subsequent extensions of assistance. It will not serve as a basis for terminating the FUP assistance prior to the annual reexam.

If the FUP youth does not meet any of the conditions described in in this chapter, the youth is subject to the statutory time limit of 36 months or the time limit of any extension that the youth has already received, and the FUP youth voucher must be terminated once the youth reaches this time limit. The calculation of the time limit begins from the date the first HAP contract is signed (for tenant-based vouchers) or from the date the youth entered into the initial lease agreement (for project-based vouchers). The number of months is calculated based on the number of months that HAP subsidy is being paid on behalf of the youth, not the number of months that the youth is in the FUP youth program. Prior to termination, the PHA must offer the FUP youth the opportunity to request an informal hearing, in accordance with Chapter 16.

19-I.F. REFERRALS AND WAITING LIST MANAGEMENT

Referrals

The PCWA must establish and implement a system to identify FUP-eligible families and youths within the agency's caseload and make referrals to the PHA. The PCWA must certify that the FUP applicants they refer to the PHA meet FUP eligibility requirements. The PHA is not required to maintain full documentation that demonstrates the family's or youth's FUP eligibility as determined by the PCWA but should keep the referral or certification from the PCWA.

PHA Policy

As part of the MOU, the PHA and PCWA have identified staff positions to serve as lead FUP liaisons. These positions will be responsible for transmission and acceptance of FUP referrals. The PCWA must commit sufficient staff and resources to ensure eligible families and youths are identified and determined eligible in a timely manner.

When FUP vouchers are available, the PHA liaison responsible for acceptance of referrals will contact the PCWA FUP liaison via email indicating the number of vouchers available and requesting an appropriate number of referrals. No more than 10 business days from the date the PCWA receives this notification, the PCWA liaison will provide the PHA with a list of eligible referrals include the name, address, and contact phone number for each adult individual who is being referred; a completed release form for each adult family member; and a written certification for each referral indicating the youth or family is FUP-eligible.

The PHA will maintain a copy of the referral or certification from the PCWA in the participant's file along with other eligibility paperwork.

A PHA must serve any referrals (youths or families) that meet all program eligibility requirements. If a PHA determines that it has received a sufficient number of referrals from the PCWA so that the PHA will be able to lease all FUP vouchers awarded, the PHA may request that the PCWA suspend transmission of referrals. If the PHA determines that additional referrals will be needed after it has made such a request, the PHA may request that the PCWA resume transmission of referrals [Notice PIH 2011-52].

Waiting List Placement

A family that is already participating in the regular HCV program cannot be transferred to a FUP voucher.

Once a referral is made, the PHA must compare the list of PCWA referrals to its HCV waiting list to determine if any applicants on the PCWA's referral list are already on the PHA's HCV waiting list. Applicants already on the PHA's HCV waiting list retain the order of their position on the list. Applicants not already on the PHA's HCV waiting list must be placed on the HCV waiting list.

If the PHA's HCV waiting list is closed, the PHA must open its HCV waiting list in order to accept new FUP applicants. If necessary, the PHA may open its waiting list solely for FUP applicants, but this information must be included in the PHA's notice of opening its waiting list (see section 4-II.C., Opening and Closing the Waiting List of this administrative plan).

PHA Policy

Within 10 business days of receiving the referral from the PCWA, the PHA will review the HCV waiting list and will send the PCWA a list confirming whether or not referrals are on the waiting list.

Referrals who are already on the list will retain their position and the list will be notated to indicate the family or youth is FUP-eligible.

For those referrals not already on the waiting list, the PHA will work with the PCWA to ensure they receive and successfully complete a pre-application or application, as applicable. Once the pre-application or application has been completed, the PHA will place the referral on the HCV waiting list with the date and time of the original referral and an indication that the referral is FUP-eligible.

Waiting List Selection

The PHA selects FUP-eligible families or youths based on the PHA's regular HCV waiting list selection policies in Chapter 4, including any preferences that may apply.

19-I.G. PHA HCV ELIGIBILITY DETERMINATION

Once a FUP-eligible family or youth is selected from the HCV waiting list, the PHA must determine whether the family or youth meets HCV program eligibility requirements. Applicants must be eligible under both FUP family or youth eligibility requirements, as applicable, and HCV eligibility requirements as outlined in Chapter 3 of this policy.

The PCWA may, but is not obligated to, provide information to the PHA on the family's criminal history.

PHA Policy

Subject to privacy laws, the PCWA will provide any available information regarding the applicant's criminal history to the PHA.

The PHA will consider the information in making its eligibility determination in accordance with the PHA's policies in Chapter 3, Part III.

Additional FUP Eligibility Factors [FUP FAQs]

For FUP family vouchers, the family must remain FUP-eligible thorough lease-up.

- If, after a family is referred by the PCWA but prior to issuing a family FUP voucher, the PHA discovers that the lack of adequate housing is no longer a primary factor for the family not reunifying, the FUP voucher may not be issued to the family.
- Similarly, if the FUP voucher has already been issued before the PHA discovers that the reunification will not happen, but the family has not yet leased up under the voucher, the PHA must not execute the HAP contract, as the family is no longer FUP-eligible.

FUP-eligible youth must be no more than 24 years old both at the time of PCWA certification and at the time of the HAP execution. If a FUP youth is 24 at the time of PCWA certification but will turn 25 before the HAP contract is executed, the youth is no longer eligible for a FUP youth voucher.

PHA Policy

Any applicant that does not meet the eligibility criteria for the HCV program listed in Chapter 3 or any eligibility criteria listed in this section will be notified by the PHA in writing following policies in Section 3-III.F., including stating the reasons the applicant was found ineligible and providing an opportunity for an informal review.

19.I.H. LEASE UP [FR Notice 1/24/22]

Once the PHA determines that the family or youth meets HCV eligibility requirements, the family or youth will be issued a FUP voucher in accordance with PHA policies.

During the family briefing, PHAs must inform the FUP youth of:

- The extension of assistance provisions and requirements;
- The availability of the FSS program and offer them an FSS slot, if available, or offer to place them on the FSS waiting list (provided the PHA has an FSS program); and
- Supportive services available to them, the existence of any other programs or services, and their eligibility for such programs and services. However, participation in supportive services cannot be required as a condition of receiving FUP youth assistance.

PHA Policy

Eligible applicants will be notified by the PHA in writing following policies in Section 3-III.F. of this administrative plan. FUP families will attend a standard HCV briefing in accordance with PHA policies in Part I of Chapter 5 of this administrative plan. FUP youth will be briefed individually. The PHA will provide all aspects of the written and oral briefing as outlined in Part I of Chapter 5 but will also provide an explanation of the required items listed above, as well as discussing supportive services offered by the PCWA.

For both FUP youth and FUP families, vouchers will be issued in accordance with PHA policies in Chapter 5 Part II, except that the PHA will consider one additional 30-day extension beyond the first automatic extension for any reason, not just those listed in the policy in Section 5-II.E.

Once the family or youth locate a unit, the PHA conducts all other processes relating to voucher issuance and administration per HCV program regulations and the PHA's policies (including, but not limited to: HQS inspection, determination of rent reasonableness, etc.).

19-I.I. TERMINATION OF ASSISTANCE

General Requirements

With the exception of terminations of assistance for FUP youth after the statutorily required time period, terminations of FUP assistance are handled in the same way as the regular HCV program. Termination of a FUP voucher must be consistent with regulations for termination in 24 CFR Part 982, Subpart L and be in compliance with PHA policies (Chapter 12).

If the person who qualifies for the FUP voucher passes away, the family retains the FUP voucher. In the case of a FUP-youth voucher, assistance will terminate after the statutorily required time period, even if the FUP-eligible youth is no longer included in the household.

If the person who qualifies for the FUP voucher moves, the remaining family members may keep the FUP voucher based on PHA policy (see administrative plan, Section 3-I.C., Family Breakup and Remaining Member of Tenant Family).

FUP Family Vouchers

If parents lose their parental rights or are separated from their children after voucher lease-up (or their children reach adulthood), the family is still eligible to keep their FUP assistance, as the regulations do not permit HCV termination for a family losing parental rights or the children reaching adulthood. However, the PHA may transfer the assistance of a FUP family voucher holder to regular HCV assistance if there are no longer children in the household.

PHA Policy

The PHA will transfer the assistance of a FUP family voucher holder to regular HCV assistance if there are no longer children in the household and there is no prospect of any minor child being returned to the household.

If the PHA has no regular HCV vouchers available at the time this determination is made, including if no vouchers are available due to lack of funding, the PHA will issue the family the next available regular HCV voucher after those being issued to families residing in PBV units claiming Choice Mobility.

FUP Youth Vouchers

A PHA cannot terminate a FUP youth's assistance for noncompliance with PCWA case management, nor may the PHA terminate assistance for a FUP youth for not accepting services from the PCWA.

The PHA may not transfer the assistance of a FUP youth voucher holder to regular HCV assistance upon the expiration of the statutorily required time period. However, the PHA may issue a regular HCV to FUP youth if they were selected from the waiting list in accordance with PHA policies and may also adopt a preference for FUP youth voucher holders who are being terminated for this reason.

PHA Policy

The PHA will not provide a selection preference on the PHA's HCV waiting list for FUP youth who are terminated due to the time limit on assistance.

Upon the expiration of the statutorily required time period, a FUP youth voucher holder who has children and who lacks adequate housing may qualify for a FUP family voucher provided they are referred by the PCWA as an eligible family and meet the eligibility requirements for the PHA's HCV program.

9-I.J. FUP PORTABILITY

Portability for a FUP family or youth is handled in the same way as for a regular HCV family. A PHA may not restrict or deny portability for a FUP family or youth for reasons other than those specified in the HCV program regulations, as reflected in Chapter 10 of the administrative plan.

A FUP family or youth does not have to port to a jurisdiction that administers FUP.

If the receiving PHA administers the FUP voucher on behalf of the initial PHA, the voucher is still considered a FUP voucher regardless of whether the receiving PHA has a FUP program.

If the receiving PHA absorbs the voucher, the receiving PHA may absorb the incoming port into its FUP program (if it has one) or into its regular HCV program (if the receiving PHA has vouchers available to do so) and the family or youth become regular HCV participants. In either case, when the receiving PHA absorbs the voucher, a FUP voucher becomes available to the initial PHA.

Considerations for FUP Youth Vouchers

If the voucher is a FUP youth voucher and remains such upon lease-up in the receiving PHA's jurisdiction, termination of assistance must still take place once the youth has received assistance for the statutorily required time period. If the receiving PHA is administering the FUP youth voucher on behalf of the initial PHA, the two PHAs must work together to initiate termination upon expiration of the statutorily required time period.

19-I.K. PROJECT-BASING FUP VOUCHERS [Notice PIH 2017-21; FR Notice 1/24/22]

The PHA may project-base FUP vouchers without HUD approval in accordance with Notice PIH 2017-21, FR Notice 1/24/22, and all statutory and regulatory requirements for the PBV program. Project-based FUP vouchers are subject to the PBV program percentage limitation discussed in Section 17-I.A.

The PHA may limit PBVs to one category of FUP-eligible participants (families or youth) or a combination of the two.

While FUP vouchers can be used for either families or youth, a PBV unit may only be counted towards the PHA's 10 percent exception authority under the program cap and the project's income-mixing requirement if the FUP PBV assistance is provided on behalf of an eligible youth. The PHA must amend its administrative plan to include the limitation of these FUP PBV units to eligible youth.

PHA Policy

The PHA will not project-base FUP vouchers. All FUP vouchers will be used to provide tenant-based assistance.

PART II: FOSTER YOUTH TO INDEPENDENCE INITIATIVE

19-II.A. PROGRAM OVERVIEW [Notice PIH 2020-28; Notice PIH 2023-04; FR Notice 1/24/22]

The Foster Youth to Independence (FYI) initiative was announced in 2019. The FYI initiative allows PHAs who partner with a Public Child Welfare Agency (PCWA) to request targeted HCVs to serve eligible youth with a history of child welfare involvement that are homeless or at risk of being homeless. Rental assistance and supportive services are provided to qualified youth for a period of between 36 and 60 months.

Funding is available either competitively through an FYI NOFA or noncompetitively on a rolling basis in accordance with the application requirements outlined in Notice PIH 2020-28, Notice PIH 2021-26, or Notice PIH 2023-04, as applicable. Under the noncompetitive process, PHAs are limited to 25 vouchers in a fiscal year with the ability to request additional vouchers. Where the PHA has a combined FYI and/or FUP size of no more than 10 vouchers, the PHA may request FYI vouchers with at least 50 percent utilization of its FUP and/or FYI vouchers. Where the PHA has a combined FYI and/or FUP size of 11 or more vouchers, the PHA may request FYI vouchers with 90 percent or greater utilization of its FUP and/or FYI vouchers. For competitive awards, the number of vouchers is dependent on PHA program size and need.

19-II.B. PARTNERING AGENCIES [Notice PIH 2023-04; FYI Updates and Partnering Opportunities Webinar]

Public Child Welfare Agency (PCWA)

The PHA must enter into a partnership agreement with a PCWA in the PHA's jurisdiction in the form of a Memorandum of Understanding (MOU) or letter of intent. The PCWA is responsible for identifying and referring eligible youth to the PHA and providing or securing a commitment for the provision of supportive services once youth are admitted to the program.

The PCWA is responsible for:

- Identifying FYI-eligible youth;
- Developing a system of prioritization based on the level of need of the youth and the appropriateness of intervention;
- Providing a written certification to the PHA that the youth is eligible; and
- Providing or securing supportive services for 36 months.

Continuum of Care (CoC) and Other Partners

HUD strongly encourages PHAs to add other partners into the partnership agreement with the PCWA such as state, local, philanthropic, faith-based organizations, and the CoC, or a CoC recipient it designates.

19-II.C. YOUTH ELIGIBILITY CRITERIA [Notice PIH 2023-04; FYI Q&As; FYI FAQs]

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. As determined by the PCWA, eligible youth:

- Are at least 18 years of age and not more than 24 years of age (have not yet reached their 25th birthday);
 - Youth must be no more than 24 years of age at the time the PCWA certifies them as eligible and at the time of HAP contract execution.
- Have left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act;
 - Placements can include, but are not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes in accordance with 24 CFR 5.576;
- Are homeless or at risk of becoming homeless at age 16 and older;
 - *At risk of being homeless* is fully defined at 24 CFR 576.2.
 - o This includes a person that is exiting a publicly funded institution, or system of care (such as a healthcare facility, a mental health facility, foster care or other youth facility, or correction program or institution). Therefore, youth being discharged from an institution may be eligible for an FYI voucher [FYI FAQs].

Eligibility is not limited to single persons. For example, pregnant and/or parenting youth are eligible to receive assistance assuming they otherwise meet eligibility requirements.

19-II.D. SUPPORTIVE SERVICES [Notice PIH 2023-04; FYI Updates and Partnering Opportunities Webinar; FYI Q&As]

Supportive services may be provided by the PHA, PCWA, or a third party. The PCWA must provide or secure a commitment to provide supportive services for participating youth for the period of time defined in the NOFA/O for which the funding was made available. At a minimum, the following supportive services must be offered:

- Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services);
- Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits;
- Providing such assurances to owners of rental property as are reasonable and necessary to assist eligible youth to rent a unit with a voucher;
- Job preparation and attainment counseling (where to look/how to apply, dress, grooming, relationships with supervisory personnel, etc.); and
- Educational and career advancement counseling regarding attainment of general equivalency diploma (GED) or attendance/financing of education at a technical school, trade school, or college, including successful work ethic and attitude models.

PHA Policy

Additional supportive services will not be offered.

Since participation in supportive services is optional, but strongly encouraged, an FYI participant may decline supportive services.

19-II.E. REFERRALS AND WAITING LIST MANAGEMENT [Notice PIH 2023-04; FYI Updates and Partnering Opportunities Webinar FYI FAQs]

Referrals

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. Once the PCWA sends the PHA the referral certifying the youth is program-eligible, the PHA determines HCV eligibility.

The PCWA must have a system for identifying eligible youth within the agency's caseload and reviewing referrals from other partners, as applicable. The PCWA must also have a system for prioritization of referrals to ensure that youth are prioritized for an FYI voucher based upon their level of need and appropriateness of the intervention.

Referrals may come from other organizations in the community who work with the population, but the PCWA must certify that the youth meets eligibility requirements, unless the PCWA has vested another organization with this authority.

The PHA is not required to maintain full documentation that demonstrates the youth's eligibility as determined by the PCWA but should keep the referral or certification from the PCWA. The PCWA is not required to provide the PHA with HCV eligibility documents.

PHA Policy

The PHA and PCWA have identified staff positions to serve as lead FYI liaisons. These positions will be responsible for transmission and acceptance of referrals. The PCWA must commit sufficient staff and resources to ensure eligible youths are identified, prioritized, and determined eligible in a timely manner.

When vouchers are available, the PHA liaison responsible for acceptance of referrals will contact the PCWA liaison via email indicating the number of vouchers available and requesting an appropriate number of referrals. No more than 10 business days from the date the PCWA receives this notification, the PCWA liaison must provide the PHA with a list of eligible referrals, a completed release form, and a written certification for each referral indicating the referral is eligible. The list will include the name, address, and contact phone number for each adult individual who is being referred.

The PHA will maintain a copy of each certification from the PCWA in the participant's file along with other eligibility paperwork.

Waiting List Placement [Notice PIH 2023-04 and FYI FAQs]

The PHA must use the HCV waiting list for the FYI program. Youth already on the HCV program may not be transferred to an FYI voucher since they are not homeless or at-risk of homelessness.

Once a referral is made, the PHA must compare the list of PCWA referrals to its HCV waiting list to determine if any applicants on the PCWA's referral list are already on the PHA's HCV waiting list. Applicants already on the PHA's HCV waiting list retain the order of their position on the list. Applicants not already on the PHA's HCV waiting list must be placed on the HCV waiting list.

If the PHA's HCV waiting list is closed, the PHA must open its HCV waiting list in order to accept new referrals. The PHA may reopen the waiting list to accept an FYI eligible youth without opening the waiting list for other applicants; however, the requirements at 24 CFR 982.206 for giving public notice when opening and closing the waiting list apply (see section 4-II.C., Opening and Closing the Waiting List of this administrative plan).

PHA Policy

Within 10 business days of receiving the referral from the PCWA, the PHA will review the HCV waiting list and will send the PCWA a list confirming whether or not referrals are on the waiting list.

Referrals who are already on the list will retain their position and the list will be notated to indicate the applicant is FYI-eligible.

For those referrals not already on the waiting list, the PHA will work with the PCWA to ensure they receive and successfully complete a pre-application or application, as applicable. Once the pre-application or application has been completed, the PHA will place the referral on the HCV waiting list with the date and time of the original referral and an indication that the referral is FYI-eligible.

Waiting List Selection

The PHA selects eligible youths based on the PHA's regular HCV waiting list selection policies in Chapter 4, including any preferences that may apply.

19-II.F. PHA HCV ELIGIBILITY DETERMINATION [FYI FAQs]

Once an eligible youth is selected from the HCV waiting list, the PHA must determine whether the youth meets HCV program eligibility requirements. Applicants must be eligible under both FYI eligibility requirements and HCV eligibility requirements as outlined in Chapter 3 of this policy.

The PCWA may, but is not obligated to, provide information to the PHA on the youth's criminal history.

PHA Policy

Subject to privacy laws, the PCWA will provide any available information regarding the applicant's criminal history to the PHA.

The PHA will consider the information in making its eligibility determination in accordance with the PHA's policies in Chapter 3, Part III.

Additional Eligibility Factors

Youth must be no more than 24 years old both at the time of PCWA certification and at the time of the HAP execution. If a youth is 24 at the time of PCWA certification but will turn 25 before the HAP contract is executed, the youth is no longer eligible for a FYI voucher.

PHA Policy

Any applicant that does not meet the eligibility criteria for the HCV program listed in Chapter 3 or any eligibility criteria listed in this section will be notified by the PHA in writing following policies in Section 3-III.F, including stating the reasons the applicant was found ineligible and providing an opportunity for an informal review.

19-II.G. LEASE UP [FR Notice 1/24/22]

Once the PHA determines that the family or youth meets HCV eligibility requirements, the youth will be issued an FYI voucher in accordance with PHA policies.

During the family briefing, PHAs must inform the FYI voucher holder of:

- The extension of assistance provisions and requirements;
- The availability of the FSS program and offer them an FSS slot, if available, or offer to place them on the FSS waiting list (provided the PHA has an FSS program); and
- The supportive services available to them, the existence of any other programs or services, and their eligibility for such programs and services. However, participation in supportive services cannot be required as a condition of receiving FYI assistance.

PHA Policy

Eligible applicants will be notified by the PHA in writing following policies in Section 3-III.F. of this policy. FYI youth will be briefed individually. The PHA will provide all aspects of the written and oral briefing as outlined in Part I of Chapter 5.

Vouchers will be issued in accordance with PHA policies in Chapter 5, Part II, except that the PHA will consider one additional 30-day extension beyond the first automatic extension for any reason, not just those listed in the policy in Section 5-II.E.

Once the youth locates a unit, the PHA conducts all other processes relating to voucher issuance and administration per HCV program regulations and the PHA policy in Chapter 9.

Should a youth fail to use the voucher, the PHA may issue the voucher to another eligible youth if one has been identified [Notice PIH 2023-04].

Turnover [Notice PIH 2023-04]

Awards of FYI Tenant Protection Vouchers (TPVs) continue to be administered under the requirements of Notice PIH 2019-20. This includes turnover requirements and the requirement to inform HUD should a youth not use a voucher or leave the program. For example, FYI TPVs awarded under Notice PIH 2019-20 “sunset” when a youth leaves the program. This means that the PHA cannot reissue FYI TPV assistance issued under that notice to another youth when an initial youth exits the HCV program. HUD does not have the authority to allow the voucher to be used for a youth other than the one identified in the request.

19-II.H. MAXIMUM ASSISTANCE PERIOD [Notice PIH 2023-04 and FYI FAQs; FR Notice 1/24/22]

Vouchers are limited by statute to a total of between 36 months and 60 months of housing assistance. At the end of the statutory time period, assistance must be terminated. However, any period of time for which no subsidy (HAP) is being paid on behalf of the youth does not count toward the limitation. It is not permissible to reissue another FYI TPV to the same youth upon expiration of their FYI assistance.

Participants do not “age out” of the program. A participant may continue with the program until they have received the period of assistance for which they are eligible. Age limits are only applied for entry into the program.

Extension of Assistance

FYI voucher holders who first leased or lease a unit after December 27, 2020, may be eligible for an extension of assistance up to 24 months beyond the 36-month time limit (for a total of 60 months of assistance).

While FYI voucher holders cannot be required to participate in the Family Self-Sufficiency (FSS) program as a condition of receipt of assistance, an eligible youth who participates in the FSS program and is in compliance with the applicable terms and conditions of the program is entitled to receive assistance for up to an additional 24 months. A FYI voucher holders must accept an FSS slot if it is offered to them prior to the 36-month mark in order to receive an extension of assistance (unless the youth meets one of the statutory exceptions described below).

Statutory Exceptions

FYI voucher holders will be entitled to receive an extension of assistance for up to 24 months beyond the 36-month time limit without participating in the PHA’s FSS program if they certify that they meet one of the exceptions below:

- The FYI voucher holder is a parent or other household member responsible for the care of a dependent child under the age of six or for the care of an incapacitated person.

PHA Policy

The PHA defines *incapacitated person* as **[insert definition under state and local law]**. The PHA will apply this exception in a manner that provides extensions of FYI assistance to the broadest population possible consistent with the statutory requirements.

The FYI voucher holder will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FYI voucher holder must submit.

The child or incapacitated person is not required to reside in the household in order for the FYI voucher holder to certify they meet this exception. For example, a child in a joint custody arrangement under the age of six who resides in the household only part time may qualify the FYI voucher holder for this exception.

- The FYI voucher holder is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.

PHA Policy

The PHA will define *regular and active participation* in a manner that provides extensions of FYI voucher holder assistance to the broadest population possible consistent with the statutory requirements.

The FYI voucher holder will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FYI voucher holder must submit.

- The FYI voucher holder is a person who is incapable of complying with the requirement to participate in a FSS program as described above or engage in education, workforce development, or employment activities as described below, as applicable, due to a documented medical condition.

PHA Policy

The PHA will apply this requirement in a manner that provides extensions of FYI voucher holder assistance to the broadest population possible consistent with statutory requirements.

The FYI voucher holder will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FYI voucher holder must submit.

An FYI voucher holder that meets one of the above exceptions must still be offered an opportunity to enroll in the PHA's FSS program (if it is available to them) and receive any supportive services available to FYI voucher holders. An FYI voucher holder may choose to participate in an FSS program or engage in education, workforce development, or employment activities, even if they meet one of the above statutory exceptions.

Education, Workforce Development, or Employment Activities

If a PHA that carries out an FSS program is unable to offer a FYI voucher holder an FSS slot during their first 36 months of receiving FYI assistance, the FYI voucher holder is considered to have been “unable to enroll” in the program and may have their voucher extended by meeting the education, workforce development, or employment criteria described below:

- The FYI voucher holder was engaged in obtaining a recognized postsecondary credential or a secondary school diploma or its recognized equivalent.

PHA Policy

The PHA will use the definitions of *recognized postsecondary credential* and *secondary school diploma or its recognized equivalent* under the Workforce Innovation and Opportunity Act (WIOA). WIOA defines a *recognized postsecondary credential* as a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the state involved or federal government, or an associate or baccalaureate degree (29 U.S.C. 3102). Examples of a recognized postsecondary credential include, but are not limited to, an associate’s degree, bachelor’s degree, occupational licensure, or occupational certification (see U.S. Department of Labor, Training and Employment Guidance Letter No. 10–16, Change 1). For the purpose of WIOA, the U.S. Department of Labor defines a *secondary school diploma or its recognized equivalent* as a secondary school diploma (or alternate diploma) that is recognized by a state and that is included for accountability purposes under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA). A secondary school equivalency certification signifies that a student has completed the requirement for a high school education. Examples of a secondary school diploma or its recognized equivalent include, but are not limited to, obtaining certification of attaining passing scores on a state-recognized high school equivalency test, earning a secondary school diploma or state-recognized equivalent, or obtaining certification of passing a state-recognized competency-based assessment.

- The FYI voucher holder was enrolled in an *institution of higher education*, as such term is defined in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)) or an institution that meets the definition of a *proprietary institution of higher education* or a *postsecondary vocational institution* under sections 102(b)(1) and (c)(1) of the Higher Education Act of 1965 (20 U.S.C. 1002(b)(1) and (c)(1)), respectively.

PHA Policy

The FYI voucher holder must be enrolled in education activities on at least a half-time basis, as defined by the institution which they attend. However, the PHA may make exceptions to this requirement if the FYI voucher holder is unable to enroll in a sufficient number of classes due to a lack of course offerings by the educational institution where they are enrolled.

- The FYI voucher holder was participating in a career pathway, as such term is defined in Section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).
- The FYI voucher holder was employed.

PHA Policy

The PHA will consider the FYI voucher holder to be employed if they work a minimum of 20 hours per week. The PHA may make exceptions to this requirement if the FYI voucher holder's hours are reduced due to circumstances beyond their control or the FYI voucher holder must temporarily reduce their work hours due to a verified family emergency.

FSS Enrollment at 24 Months

If the FYI voucher holder has not been provided an opportunity to enroll in the FSS program during the first 24 months of FYI assistance, HUD encourages the PHA to remind the FYI voucher holder at the 24-month reexamination of the education, workforce development, and employment requirements described above so that they have enough time to meet these requirements prior to the expiration of the 36-month time period for FYI assistance.

PHA Policy

If the FYI voucher holder has not been provided an opportunity to enroll in the FSS program during the first 24 months of FYI assistance, the PHA will remind the FYI voucher holder at their second regular reexam of the education, workforce development, and employment requirements described above.

FSS Enrollment Between 36 and 48 Months

If an FSS slot becomes available between the 36-month and 48-month mark:

- The PHA must offer the slot to an FYI voucher holder who had their voucher extended based on meeting the education, workforce development, or employment requirement listed above, or one of the statutory exceptions listed above (even if the FYI voucher holder previously declined an FSS slot because they met one of the statutory exceptions).
- The PHA must work with the FYI voucher holder to determine whether enrollment in FSS is feasible and in their best interest given any education, workforce development, or employment activities that the FYI voucher holder is engaged in and any statutory exceptions that apply to the FYI voucher holder, as well as the remaining time on their voucher.
- If the FYI voucher holder accepts the FSS slot, the PHA must work with them to establish Contract of Participation goals and an Individual Training and Services Plan (ITSP) that can be accomplished within the time period left on the voucher.

If the FYI voucher holder is offered an FSS slot prior to the 36-month mark, the FYI voucher holder:

- Will be required to enroll in the FSS program in order to receive an extension of assistance at the end of the 36-month time period (unless they meet one of the statutory exceptions described above).

- Will not be considered to have been “unable to enroll” in the FSS program, and as a result, will not be eligible to receive an extension of assistance based on meeting the education, workforce development, or employment requirements described above.

FSS Enrollment After 48 Months

The PHA may, but is not required, to offer an FYI voucher holder an FSS slot that becomes available between the 48-month mark and the 60-month mark, since the FYI voucher holder will have already received their second and final extension.

PHA Policy

If an FSS slot becomes available between the 48 and 60-month marks, the PHA will not offer the FSS slot to an FYI voucher holder.

Extensions of Assistance

At the 36-month and 48-month reexamination, the PHA must extend FYI assistance if the FYI voucher holder is participating in and in compliance with the FSS program as long as the FYI voucher holder is still eligible for the HCV program.

In any case, the FYI voucher holder cannot receive more than a total of 60 months of FYI assistance even if the FSS Contract of Participation time period extends beyond the voucher 60-month mark.

No FSS Program or Unable to Enroll in FSS

If a PHA does not carry out an FSS program or the FYI voucher holder has been unable to enroll in the program during the first 36 months of receiving FYI assistance, the FYI voucher holder is entitled to receive an extension of assistance for up to two successive 12-month periods beyond the 36-month time limit provided that the FYI voucher holder engaged in at least one of the education, workforce development, or employment activities described above for not less than nine months of the 12-month period preceding each extension. In order to meet the nine months out of the preceding 12 months requirement, the FYI voucher holder may have engaged in one of the education, workforce development, or employment activities described above or a combination of these activities.

Verification Prior to Annual Reexam

In order to provide an extension of assistance, the PHA must verify compliance with the above requirements at the end of the 36-month time period and the 48-month time periods. The PHA does not need to verify compliance with these requirements at the end of the 60-month time period since the maximum length of assistance is 60 months.

To verify compliance with the education, workforce development, or employment requirement or one of the statutory exceptions, the PHA must provide the FYI voucher holder written notification informing them that they may receive an extension of their FYI assistance and providing instructions on how the FYI voucher holder may demonstrate that they meet one of these conditions. This notification must be provided sufficiently in advance of the end of the 36-month or 48-month time periods, as applicable, to allow the FYI voucher holder to demonstrate that they meet the education, workforce development, or employment requirement, or one of the statutory exceptions, and for the PHA to conduct an annual reexamination prior to the expiration of the FYI assistance.

PHA Policy

The PHA will verify compliance with the education, workforce development, or employment requirement, or one of the statutory exceptions, at the end of the 36-month and 48-month time periods prior to the FYI voucher holder's scheduled annual reexamination. The PHA will not verify compliance at the end of the 60-month time period.

The PHA will provide each FYI voucher holder on the PHA's program with a written notification informing them that they may receive an extension of their FYI assistance if they meet conditions outlined in this chapter and providing them with instructions on how they may demonstrate compliance at least 60 days prior to their scheduled annual reexam date. When necessary, the PHA will provide this notification in a format accessible to FYI voucher holders with disabilities and in a translated format for FYI voucher holders with limited English proficiency in accordance with Chapter 2.

The PHA will use the following verification methods to verify an FYI voucher holder's eligibility for voucher extensions:

To verify compliance with the FSS requirement, the PHA will examine its records to confirm, or obtain confirmation from the PHA's FSS program staff, that the FYI participant is in compliance with FSS program requirements and has not been terminated from the FSS program.

To meet the education, workforce development, or employment requirement, the PHA will verify that the FYI voucher holder was engaged in at least one education, workforce development, or employment activity for at least nine months of the 12-month period immediately preceding the end of the 36-month or 48-month time period, as applicable.

Due to the timing of when the PHA verifies compliance and conducts the annual reexamination, the FYI voucher holder may have not yet met the nine-month requirement but may be able to demonstrate that they will meet the nine-month requirement as of the end of the 36-month or 48-month time period. In such cases, the FYI voucher holder will still be considered to have met the requirements.

In order for the FYI voucher holder to meet one of the statutory exceptions described above, the FYI voucher holder must submit a certification to the PHA that they meet one of these exceptions. This certification is the only documentation that the FYI voucher holder must submit in order to demonstrate that they meet one of the statutory exceptions.

An FYI voucher holder who received an extension of voucher assistance at the end of the 36-month time period based on meeting one of the conditions described in this chapter does not have to meet the same conditions when they reach the end of the 48-month time period. The FYI voucher holder may demonstrate that they meet a different condition in order to receive an extension of their assistance.

If the PHA determines that the FYI voucher holder meets one of the statutory conditions, the PHA would then conduct an annual reexamination. If the annual reexamination determines that the FYI voucher holder is still eligible for the HCV program, the PHA must provide the FYI voucher holder the extension of voucher assistance.

Termination of Assistance for Failure to Meet Conditions

Failure of the FYI voucher holder to meet one of the above conditions will only impact their ability to receive subsequent extensions of assistance. It will not serve as a basis for terminating the FYI assistance prior to the annual reexam.

If the FYI voucher holder does not meet any of the statutory conditions described in this chapter, the youth is subject to the statutory time limit of 36 months or the time limit of any extension that the youth has already received, and the FYI voucher must be terminated once they reach this time limit. The calculation of the time limit begins from the date the first HAP contract is signed (for tenant-based vouchers) or from the date the FYI voucher holder entered into the initial lease agreement (for project-based vouchers). The number of months is calculated based on the number of months that HAP subsidy is being paid on behalf of the FYI voucher holder, not the number of months that they are in the FYI program. Prior to termination, the PHA must offer the FYI voucher holder the opportunity to request an informal hearing, in accordance with Chapter 16.

19-II.I. TERMINATION OF ASSISTANCE [FYI FAQs]

Termination of a FYI voucher is handled in the same way as with any HCV; therefore, termination of a FYI voucher must be consistent with HCV regulations at 24 CFR Part 982, Subpart L and PHA policies in Chapter 12. Given the statutory time limit that requires FYI vouchers to sunset, a PHA must terminate the youth's assistance once the limit on assistance has expired.

A PHA cannot terminate a FYI youth's assistance for noncompliance with PCWA case management, nor may the PHA terminate assistance for a FYI youth for not accepting services from the PCWA.

The PHA may not transfer the assistance of FYI voucher holders to regular HCV assistance upon the expiration of the limit on assistance. However, the PHA may issue a regular HCV to FYI voucher holders if they were selected from the waiting list in accordance with PHA policies. The PHA may also adopt a waiting list preference for FYI voucher holders who are being terminated for this reason.

PHA Policy

The PHA will not provide a selection preference on the PHA's HCV waiting list for FYI voucher holders who are terminated due to the time limit on assistance.

19-II.J. PORTABILITY [FYI FAQs]

Portability for an FYI youth is handled in the same way as for a regular HCV family. A PHA may not restrict or deny portability for an FYI youth for reasons other than those specified in the HCV program regulations, as reflected in Chapter 10 of the administrative plan.

An FYI youth does not have to port to a jurisdiction that administers FYI vouchers.

If the receiving PHA absorbs the voucher, the PHA may absorb the youth into its regular HCV program if it has vouchers available to do so. If the receiving PHA absorbs the youth into its regular HCV program, that youth becomes a regular HCV participant with none of the limitations of an FYI voucher.

The initial and receiving PHA must work together to initiate termination of assistance upon expiration of the time limit on assistance.

19-II.K. PROJECT-BASING FYI VOUCHERS [FYI FAQs; FR Notice 1/24/22; Notice PIH 2024-03]

PHAs that have initiated the selection process to project-base FYI and/or FUP vouchers may be eligible to project-base FYI and FUP units formally identified for project basing in accordance with all applicable PBV regulations and PHA policies in Chapter 17. This includes FYI vouchers awarded under Notices PIH 2020-28, PIH 2021-26, and PIH 2023-04. Assistance awarded under Notice PIH 2019-20 is prohibited from being project-based.

PHA Policy

The PHA will not project-base FYI vouchers. All FYI vouchers will be used to provide tenant-based assistance.

PART III: VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) PROGRAM

19-III.A. OVERVIEW

Since 2008, HCV program funding has provided rental assistance under a supportive housing program for homeless veterans. The Veterans Affairs Supportive Housing (VASH) program combines HCV rental assistance with case management and clinical services provided by the Department of Veterans Affairs (VA) at VA medical centers (VAMCs) and Community-Based Outpatient Clinics (CBOCs), or through a designated service provider (DSP) as approved by the VA Secretary. Eligible families are homeless veterans and their families that agree to participate in VA case management and are referred to the VAMC's partner PHA for HCV assistance. The VAMC or DSP's responsibilities include:

- Screening homeless veterans to determine whether they meet VASH program participation criteria;
- Referring homeless veterans to the PHA;
 - The term *homeless veteran* means a veteran who is homeless (as that term is defined in subsection (a) or (b) of Section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302)). See 38 U.S.C. 2002.
- Providing appropriate treatment and supportive services to potential VASH participants, if needed, prior to PHA issuance of a voucher;
- Providing housing search assistance to VASH participants;
- Identifying the social service and medical needs of VASH participants, and providing or ensuring the provision of regular ongoing case management, outpatient health services, hospitalization, and other supportive services as needed throughout the veterans' participation period; and
- Maintaining records and providing information for evaluation purposes, as required by HUD and the VA.

VASH vouchers are awarded noncompetitively based on geographic need and PHA administrative performance. Eligible PHAs must be located within the jurisdiction of a VAMC and in an area of high need based on data compiled by HUD and the VA. When Congress funds a new allocation of VASH vouchers, HUD invites eligible PHAs to apply for a specified number of vouchers.

Generally, the HUD-VASH program is administered in accordance with regular HCV program requirements. However, HUD is authorized to waive or specify alternative requirements to allow PHAs to effectively deliver and administer VASH assistance. Alternative requirements are established in the HUD-VASH Operating Requirements, which were originally published in the Federal Register on May 6, 2008, and updated September 27, 2021. Unless expressly waived by HUD, all regulatory requirements and HUD directives regarding the HCV program are applicable to VASH vouchers, including the use of all HUD-required contracts and other forms, and all civil rights and fair housing requirements. In addition, the PHA may request additional statutory or regulatory waivers that it determines are necessary for the effective delivery and administration of the program.

The VASH program is administered in accordance with applicable Fair Housing requirements since civil rights requirements cannot be waived under the program. These include applicable authorities under 24 CFR 5.105(a) and 24 CFR 982.53 including, but not limited to, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination Act and all PHA policies as outlined in Chapter 2 of this document.

When HUD-VASH recipients include veterans with disabilities or family members with disabilities, reasonable accommodation requirements in Part II of Chapter 2 of this policy apply.

19-III.B. REFERRALS [FR Notice 9/27/21 and HUD-VASH Qs and As]

VAMC case managers will screen all families in accordance with VA screening criteria and refer eligible families to the PHA for determination of program eligibility and voucher issuance. The PHA has no role in determining or verifying the veteran's eligibility under VA screening criteria, including determining the veteran's homelessness status. The PHA must accept referrals from the partnering VAMC and must maintain written documentation of referrals in VASH tenant files. Upon turnover, VASH vouchers must be issued to eligible veteran families as identified by the VAMC.

PHA Policy

In order to expedite the screening process, the PHA will provide all forms and a list of documents required for the VASH application to the VAMC. Case managers will work with veterans to fill out the forms and compile all documents prior to meeting with the PHA and submitting an application. When feasible, the VAMC case manager should email or fax copies of all documents to the PHA prior to the meeting in order to allow the PHA time to review them and start a file for the veteran.

After the VAMC has given the PHA a complete referral, the PHA will perform an eligibility screening within five business days of receipt of a VAMC referral.

19-III.C. HCV PROGRAM ELIGIBILITY [FR Notice 9/27/21]

Eligible participants are homeless veterans and their families who agree to participate in case management from the VAMC.

- A *VASH Veteran* or *veteran family* refers to either a single veteran or a veteran with a household composed of two or more related persons. It also includes one or more eligible persons living with the veteran who are determined to be important to the veteran's care or well-being.
- A veteran for the purpose of VASH is a person whose length of service meets statutory requirements, and who served in the active military, naval, or air service, was discharged or released under conditions other than dishonorable, and is eligible for VA health care.

Under VASH, PHAs do not have authority to determine family eligibility in accordance with HCV program rules and PHA policies. The only reasons for denial of assistance by the PHA are failure to meet the income eligibility requirements and/or that a family member is subject to a lifetime registration requirement under a state sex offender registration program. Under portability, the receiving PHA must also comply with these VASH screening requirements.

Social Security Numbers

When verifying Social Security numbers (SSNs) for homeless veterans and their family members, an original document issued by a federal or state government agency, which contains the name and SSN of the individual along with other identifying information of the individual, is acceptable in accordance with Section 7-II.B. of this policy.

In the case of the homeless veteran, the PHA must accept the Certificate of Release or Discharge from Active Duty (DD-214) or the VA-verified Application for Health Benefits (10-10EZ) as verification of SSN and cannot require the veteran to provide a Social Security card. A VA-issued identification card may also be used to verify the SSN of a homeless veteran.

Proof of Age

The DD-214 or 10-10EZ must be accepted as proof of age in lieu of birth certificates or other PHA-required documentation as outlined in Section 7-II.C. of this policy. A VA-issued identification card may also be used to verify the age of a homeless veteran.

Photo Identification

A VA-issued identification card must be accepted in lieu of another type of government-issued photo identification. These cards also serve as verification of SSNs and date of birth.

Income Eligibility

The PHA must determine income eligibility for VASH families in accordance with 24 CFR 982.201 and policies in Section 3-II.A. If the family is over-income based on the most recently published income limits for the family size, the family will be ineligible for HCV assistance.

While income-targeting does not apply to VASH vouchers, the PHA may include the admission of extremely low-income VASH families in its income targeting numbers for the fiscal year in which these families are admitted.

PHA Policy

While income-targeting requirements will not be considered by the PHA when families are referred by the partnering VAMC, the PHA will include any extremely low-income VASH families that are admitted in its income targeting numbers for the fiscal year in which these families are admitted.

Screening

The PHA may not screen any potentially eligible family members or deny assistance for any grounds permitted under 24 CFR 982.552 and 982.553 with one exception: the PHAs is still required to prohibit admission if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program. Accordingly, with the exception of denial for registration as a lifetime sex offender under state law and PHA policies on how sex offender screenings will be conducted, PHA policy in Sections 3-III.B. through 3-III.E. do not apply to VASH. The prohibition against screening families for anything other than lifetime sex offender status applies to all family members, not just the veteran.

If a family member is subject to lifetime registration under a state sex offender registration program, the remaining family members may be served if the family agrees to remove the sex offender from its family composition. This is true unless the family member subject to lifetime registration under a state sex offender registration program is the homeless veteran, in which case the family would be denied admission to the program [New HCV GB, *HUD-VASH*, p. 6].

Denial of Assistance [Notice PIH 2008-37]

Once a veteran is referred by the VAMC, the PHA must either issue a voucher or deny assistance. If the PHA denies assistance, it must provide the family with prompt notice of the decision and a brief statement of the reason for denial in accordance with Section 3-III.F. Like in the standard HCV program, the family must be provided with the opportunity for an informal review in accordance with policies in Section 3-III.F. In addition, a copy of the denial notice must be sent to the VAMC case manager.

19-III.D. CHANGES IN FAMILY COMPOSITION

Adding Family Members [FR Notice 9/27/21]

When adding a family member after the family has been admitted to the program, PHA policies in Section 3-II.B. apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and will apply its regular screening criteria in doing so.

Remaining Family Members [HUD-VASH Qs and As]

If the homeless veteran dies while the family is being assisted, the voucher would remain with the remaining members of the tenant family. The PHA may use one of its own regular vouchers, if available, to continue assisting this family and free up a VASH voucher for another VASH-eligible family. If a regular voucher is not available, the family would continue utilizing the VASH voucher. Once the VASH voucher turns over, however, it must go to a homeless veteran family.

Family Break Up [HUD-VASH Qs and As]

In the case of divorce or separation, since the set-aside of VASH vouchers is for veterans, the voucher must remain with the veteran. This overrides the PHA's policies in Section 3-I.C. on how to determine who remains in the program if a family breaks up.

19-III.E. LEASING [FR Notice 9/27/21]

Waiting List

The PHA does not have the authority to maintain a waiting list or apply local preferences for HUD–VASH vouchers. Policies in Chapter 4 relating to applicant selection from the waiting list, local preferences, special admissions, cross-listing, and opening and closing the waiting list do not apply to VASH vouchers.

Exception Payment Standards

To assist VASH participants in finding affordable housing, especially in competitive markets, HUD allows PHAs to establish a HUD-VASH exception payment standard. PHAs may go up to but no higher than 120 percent of the published area-wide fair market rent (FMR) or small area fair market rent (SAFMR) specifically for VASH families. PHAs who want to establish a VASH exception payment standard over 120 percent must still request a waiver from HUD through the regular waiver process outlined in Notice PIH 2018-16.

Voucher Issuance

Unlike the standard HCV program which requires an initial voucher term of at least 60 days, VASH vouchers must have an initial search term of at least 120 days. PHA policies on extensions as outlined in Section 5-II.E. will apply.

PHA Policy

All VASH vouchers will have an initial term of 120 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless the PHA grants an extension.

The PHA must track issuance of HCVs for families referred by the VAMC or DSP in PIC as required in Notice PIH 2011-53.

Initial Lease Term

Unlike in the standard the HCV program, VASH voucher holders may enter into an initial lease that is for less than 12 months. Accordingly, PHA policy in Section 9-I.E., Term of Assisted Tenancy, does not apply.

Ineligible Housing [FR Notice 6/18/14]

Unlike in the standard HCV program, VASH families are permitted to live on the grounds of a VA facility in units developed to house homeless veterans. This applies to both tenant-based assistance and PBV. Therefore, 24 CFR 982.352(a)(5) and 983.53(a)(2), which prohibit units on the physical grounds of a medical, mental, or similar public or private institution, do not apply to VASH for this purpose only. Accordingly, PHA policy in 9-I.D., Ineligible Units, does not apply for this purpose only.

HQS Pre-Inspections

To expedite the leasing process, PHAs may pre-inspect available units that veterans may be interested in leasing in order to maintain a pool of eligible units. If a VASH family selects a unit that passed an HQS inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval (Form HUD-52517), the unit may be approved if it meets all other conditions under 24 CFR 982.305. However, the veteran must be free to select their unit and cannot be steered to these units.

PHA Policy

To expedite the leasing process, the PHA may pre-inspect available units that veterans may be interested in leasing to maintain a pool of eligible units. If a VASH family selects a unit that passed a HQS pre-inspection (without intervening occupancy) within 45 days of the date of the RTA, the unit may be approved provided that it meets all other conditions under 24 CFR 982.305. The veteran will be free to select their unit.

When a pre-inspected unit is not selected, the PHA will make every effort to fast-track the inspection process, including adjusting the normal inspection schedule for both initial and any required reinspections.

19-III.F. PORTABILITY [FR Notice 9/27/21 and Notice PIH 2011-53]

General Requirements

Portability policies under VASH depend on whether the family wants to move within or outside of the initial VA facility's catchment area (the area in which the VAMC or DSP operates). In all cases, the initial VA facility must be consulted prior to the move and provide written confirmation that case management will continue to be provided in the family's new location. VASH participant families may only reside in jurisdictions that are accessible to case management services, as determined by case managers at the partnering VAMC or DSP.

Under VASH, applicant families may move under portability even if the family did not have legal residency in the jurisdiction of the initial PHA when they applied. As a result, PHA policies in Section 10-II.B. about nonresident applicants do not apply.

If the family no longer requires case management, there are no portability restrictions. Normal portability rules apply.

Portability within the Initial VAMC or DSP's Catchment Area

A VASH family can move within the VAMC's catchment area as long as case management can still be provided, as determined by the VA. If the initial PHA's partnering VAMC will still provide the case management services, the receiving PHA must process the move in accordance with portability procedures:

- If the receiving PHA has been awarded VASH vouchers, it can choose to either bill the initial PHA or absorb the family if it has a VASH voucher available to do so.
 - If the PHA absorbs the family, the VAMC or DSP providing the initial case management must agree to the absorption and the transfer of case management.
- If the receiving PHA does not administer a VASH program, it must always bill the initial PHA.

Portability Outside of the Initial VAMC or DSP's Catchment Area

If a family wants to move to another jurisdiction where it will not be possible for the initial PHA's partnering VAMC or DSP to provide case management services, the initial VAMC or DSP must first determine that the VASH family could be served by another VAMC or DSP that is participating in the VASH program, and the receiving PHA has an available VASH voucher.

In these cases, the family must be absorbed by the receiving PHA either as a new admission or as a portability move-in, as applicable. Upon absorption, the initial PHA's VASH voucher will be available to lease to a new VASH-eligible family, and the absorbed family will count toward the number of VASH slots awarded to the receiving PHA.

Portability Outside of the Initial VAMC or DSP's Catchment Area under VAWA

Veterans who request to port beyond the catchment area of the VAMC or DSP where they are receiving case management to protect the health or safety of a person who is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, and who reasonably believes they are threatened with imminent harm from further violence by remaining in the unit may port prior to receiving approval from the receiving VAMC or DSP. The initial PHA must follow its emergency transfer plan (see Exhibit 16-3). PHAs may require verbal self-certification or a written request from a participant seeking a move beyond the catchment area of the VAMC or DSP.

The verbal self-certification or written request must include either a statement expressing why the participant reasonably believes that there is a threat of imminent harm from further violence if they were to remain in the same unit or a statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-day period preceding the participants request for the move.

The participant must still port to a PHA that has a VASH program. If the receiving PHA does not have a VASH voucher available to lease, they may bill the initial PHA until a VASH voucher is available, at which point the porting veteran must be absorbed into the receiving PHA's program.

19-III.G. TERMINATION OF ASSISTANCE [FR Notice 9/27/21]

With the exception of terminations for failure to receive case management, HUD has not established any alternative requirements for termination of assistance for VASH participants. However, prior to terminating VASH participants, HUD strongly encourages PHAs to exercise their discretion under 24 CFR 982.552(c)(2) as outlined in Section 12-II.D. of this policy and consider all relevant circumstances of the specific case. This includes granting reasonable accommodations for persons with disabilities, as well as considering the role of the case manager and the impact that ongoing case management services can have on mitigating the conditions that led to the potential termination.

VASH participant families may not be terminated after admission for a circumstance or activities that occurred prior to admission and were known to the PHA but could not be considered at the time of admission due to VASH program requirements. The PHA may terminate the family's assistance only for program violations that occur after the family's admission to the program.

Cessation of Case Management

As a condition of receiving HCV rental assistance, a HUD-VASH-eligible family must receive case management services from the VAMC or DSP. A VASH participant family's assistance must be terminated for failure to participate, without good cause, in case management as verified by the VAMC or DSP.

However, a VAMC or DSP determination that the participant family no longer requires case management is not grounds for termination of voucher or PBV assistance. In such a case, at its option, the PHA may offer the family continued assistance through one of its regular vouchers. If the PHA has no voucher to offer, the family will retain its VASH voucher or PBV unit until such time as the PHA has an available voucher for the family.

VAWA [FR Notice 9/27/21]

When a veteran's family member is receiving protection under VAWA because the veteran is the perpetrator of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the victim must continue to be assisted. Upon termination of the perpetrator's VASH assistance, the victim must be given a regular HCV if one is available, and the perpetrator's VASH voucher must be used to serve another eligible veteran family. If a regular HCV is not available, the perpetrator must be terminated from assistance and the victim will continue to use the VASH voucher.

19-III.H. PROJECT-BASING VASH VOUCHERS

General Requirements [Notice PIH 2017-21 and FR Notice 9/27/21]

PHAs are authorized to project-base their tenant-based VASH vouchers without additional HUD review or approval in accordance with Notice PIH 2017-21 and all PBV program requirements provided that the VAMC will continue to make supportive services available. In addition, since 2010, HUD has awarded VASH vouchers specifically for project-based assistance in the form of PBV HUD-VASH set-aside vouchers. While these vouchers are excluded from the PBV program cap as long as they remain under PBV HAP contract at the designated project, all other VASH vouchers are subject to the PBV program percentage limitation discussed in Section 17-I.A. Note that VASH supportive services only need to be provided to VASH families receiving PBV assistance in the project, not all families receiving PBV assistance in the project. If a VASH family does not require or no longer requires case management, the unit continues to count as an excepted PBV unit as long as the family resides in the unit.

If the PHA project-bases VASH vouchers, the PHA must consult with the partnering VAMC or DSP to ensure approval of the project or projects. PHAs may project-base VASH vouchers in projects alongside other PBV units and may execute a single HAP contract covering both the VASH PBVs and the other PBVs. The PHA must refer only VASH families to PBV units exclusively made available to VASH families and to PBV units funded through a HUD set-aside award.

If a VASH family is referred to the PHA and there is an available PBV unit that is not exclusively made available to VASH families, the PHA may offer to refer the family to the owner if allowable under the selection policy for that project, and the owner and PHA may amend the HAP contract to designate the PBV unit as a VASH PBV unit.

The PHA and owner may agree to amend a PBV HAP contract to redesignate a regular PBV unit as a unit specifically designated for VASH families so long as the PHA first consults with the VAMC or DSP. Additionally, the PHA and owner may agree to amend a PBV HAP contract to redesignate a unit specifically designated for VASH families as a regular PBV unit, so long as the unit is not funded through a VASH PBV set-aside award and is eligible for regular PBV (i.e., the unit is not on the grounds of a medical facility and the unit is eligible under the PHA's program and project caps).

Policies for VASH PBV units will generally follow PHA policies for the standard PBV program as listed in Chapter 17, with the exception of the policies listed below.

Failure to Participate in Case Management [FR Notice 9/27/21]

Upon notification by the VAMC or DSP of the family's failure to participate, without good cause, in case management, the PHA must provide the family a reasonable time period to vacate the unit. The PHA must terminate assistance to the family at the earlier of either the time the family vacates or the expiration of the reasonable time period given to vacate.

PHA Policy

Upon notification by the VAMC or DSP that a VASH PBV family has failed to participate in case management without good cause, the PHA will provide written notice of termination of assistance to the family and the owner within 10 business days. The family will be given 60 days from the date of the notice to move out of the unit.

The PHA may make exceptions to this 60-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

If the family fails to vacate the unit within the established time, the owner may evict the family. If the owner does not evict the family, the PHA must remove the unit from the HAP contract or amend the HAP contract to substitute a different unit in the project if the project is partially assisted. The PHA may add the removed unit to the HAP contract after the ineligible family vacates the property.

Moves [HUD-VASH Qs and As, FR Notice 9/27/21]

When a VASH PBV family is eligible to move from its PBV unit in accordance with Section 17-VIII.C. of this policy, but there is no other comparable tenant-based rental assistance, the following procedures must be implemented:

- If a VASH tenant-based voucher is not available at the time the family wants (and is eligible) to move, the PHA may require a family who still requires case management to wait for a VASH tenant-based voucher for a period not to exceed 180 days;
- If a VASH tenant-based voucher is still not available after that period, the family must be allowed to move with its VASH voucher. Alternatively, the PHA may allow the family to move with its VASH voucher without having to meet this 180-day period. In either case, the PHA is required to replace the assistance in the PBV unit with one of its regular vouchers, unless the PHA and owner agree to temporarily remove the unit from the HAP contract; and
- If a VASH veteran is determined to no longer require case management, the PHA must allow the family to move with the first available tenant-based voucher if no VASH voucher is immediately available and cannot require the family to wait for a VASH voucher to become available.

PART IV: MAINSTREAM VOUCHER PROGRAM

19-IV.A. PROGRAM OVERVIEW [Notice PIH 2020-01]

Mainstream vouchers assist non-elderly persons with disabilities and their families in the form of either project-based or tenant-based voucher assistance.

Aside from separate funding appropriations and serving a specific population, Mainstream vouchers follow the same program requirements as standard vouchers. The PHA does not have special authority to treat families that receive a Mainstream voucher differently from other applicants and participants. For example, the PHA cannot apply different payment standards, establish conditions for allowing portability, or apply different screening criteria to Mainstream families.

The Mainstream voucher program, (previously referred to as the Mainstream 5-Year program or the Section 811 voucher program) was originally authorized under the National Affordable Housing Act of 1990. Mainstream vouchers operated separately from the regular HCV program until the passage of the Frank Melville Supportive Housing Investment Act of 2010. Funding for Mainstream voucher renewals and administrative fees was first made available in 2012. In 2017 and 2019, incremental vouchers were made available for the first time since the Melville Act (in addition to renewals and administrative fees), and PHAs were invited to apply for a competitive award of Mainstream vouchers under the FY17 and FY19 NOFAs. In 2020, Notice PIH 2020-22 provided an opportunity for any PHA administering an HCV program to apply for Mainstream vouchers noncompetitively, while Notice PIH 2020-09 authorized an increase in Mainstream voucher units and budget authority for those PHAs already awarded Mainstream vouchers under the FY17 and FY19 NOFAs.

Funds for Mainstream vouchers may be recaptured and reallocated if the PHA does not comply with all program requirements or fails to maintain a utilization rate of 80 percent for the PHA's Mainstream vouchers.

19-IV.B. ELIGIBLE POPULATION [Notice PIH 2020-01 and Notice PIH 2020-22]

All Mainstream vouchers must be used to serve non-elderly persons with disabilities and their families, defined as any family that includes a person with disabilities who is at least 18 years old and not yet 62 years old as of the effective date of the initial HAP contract. The eligible disabled household member does not need to be the head of household.

The definition of person with disabilities for purposes of Mainstream vouchers is the statutory definition under section 3(b)(3)(E) of the 1937 Act, which is the same as is used for allowances and deductions in the HCV program and is provided in Exhibit 3-1 of this policy.

Existing families receiving Mainstream vouchers, where the eligible family member is now age 62 or older, will not “age out” of the program as long as the family was eligible on the day it was first assisted under a HAP contract.

The PHA may not implement eligibility screening criteria for Mainstream vouchers that is different from that of the regular HCV program.

19-IV.C. PARTNERSHIP AND SUPPORTIVE SERVICES [Notice PIH 2020-01]

PHAs are encouraged but not required to establish formal and informal partnerships with a variety of organizations that assist persons with disabilities to help ensure eligible participants find and maintain stable housing.

PHA Policy

The PHA will implement a Mainstream program without formal partnerships.

19-IV.D. WAITING LIST ADMINISTRATION

General Waiting List Requirements [Notice PIH 2020-01 and Mainstream Voucher Basics Webinar, 10/15/20]

PHAs must not have a separate waiting list for Mainstream voucher assistance since the PHA is required by the regulations to maintain one waiting list for tenant-based assistance [24 CFR 982.204(f)]. All PHA policies on opening, closing, and updating the waiting list, as well as waiting list preferences in Chapter 4, apply to the Mainstream program.

When the PHA is awarded Mainstream vouchers, these vouchers must be used for new admissions to the PHA's program from the waiting list. The PHA must lease these vouchers by pulling the first Mainstream-eligible family from its tenant-based waiting list. PHAs are not permitted to reassign existing participants to the program in order to make regular tenant-based vouchers available. Further, the PHA may not skip over Mainstream-eligible families on the waiting list because the PHA is serving the required number of Mainstream families.

Upon turnover, vouchers must be provided to Mainstream-eligible families. If a Mainstream turnover voucher becomes available, the PHA must determine if the families at the top of the waiting list qualify under program requirements.

Admission Preferences [Notice PIH 2020-01; FY17 Mainstream NOFA; FY19 Mainstream NOFA]

If the PHA claimed points for a preference in a NOFA application for Mainstream vouchers, the PHA must adopt a preference for at least one of the targeted groups identified in the NOFA.

PHA Policy

The PHA did not claim a preference for a targeted group as part of an application for Mainstream vouchers under a NOFA.

19-IV.E. PORTABILITY [Notice PIH 2020-01 and Mainstream Voucher Basics Webinar, 10/15/20]

Mainstream voucher participants are eligible for portability under standard portability rules and all PHA policies regarding portability in Chapter 10, Part II apply to Mainstream families.

The following special considerations for Mainstream vouchers apply under portability:

- If the receiving PHA has a Mainstream voucher available, the participant may remain a Mainstream participant.
 - If the receiving PHA chooses to bill the initial PHA, then the voucher will remain a Mainstream voucher.
 - If the receiving PHA chooses to absorb the voucher, the voucher will be considered a regular voucher, or a Mainstream voucher if the receiving PHA has a Mainstream voucher available, and the Mainstream voucher at the initial PHA will be freed up to lease to another Mainstream-eligible family.
- If the receiving PHA does not have a Mainstream voucher available, the participant may receive a regular voucher.

19-IV.F. PROJECT-BASING MAINSTREAM VOUCHERS [FY19 Mainstream Voucher NOFA Q&A]

The PHA may project-base Mainstream vouchers in accordance with all applicable PBV regulations and PHA policies in Chapter 17. PHAs are responsible for ensuring that, in addition to complying with project-based voucher program requirements, the project complies with all applicable federal nondiscrimination and civil rights statutes and requirements. This includes, but is not limited to, Section 504 of the Rehabilitation Act (Section 504), Titles II or III of the Americans with Disabilities (ADA), and the Fair Housing Act and their implementing regulations at 24 CFR Part 8; 28 CFR Parts 35 and 36; and 24 CFR Part 100. Mainstream vouchers are subject to the PBV program percentage limitation discussed in Section 17-I.A.

PART IV: NON-ELDERLY DISABLED (NED) VOUCHERS

19-V.A. PROGRAM OVERVIEW [Notice PIH 2013-19]

NED vouchers help non-elderly disabled families lease suitable, accessible, and affordable housing in the private market. Aside from separate funding appropriations and serving a specific population, NED vouchers follow the same program requirements as standard vouchers. The PHA does not have special authority to treat families that receive a NED voucher differently from other applicants and participants.

Some NED vouchers are awarded to PHAs through competitive NOFAs. The NOFA for FY2009 Rental Assistance for NED made incremental funding available for two categories of NED families:

- **Category 1** vouchers enable non-elderly persons or families with disabilities to access affordable housing on the private market.
- **Category 2** vouchers enable non-elderly persons with disabilities currently residing in nursing homes or other healthcare institutions to transition into the community. PHAs with NED Category 2 vouchers were required to partner with a state Medicaid or health agency or the state Money Follows the Person (MFP) Demonstration agency.

Since 1997, HCVs for NED families have been also awarded under various special purpose HCV programs: Rental Assistance for Non-Elderly Persons with Disabilities in Support of Designated Housing Plans (Designated Housing), Rental Assistance for Non-Elderly Persons with Disabilities Related to Certain Types of Section 8 Project-Based Developments (Certain Developments), One-Year Mainstream Housing Opportunities for Persons with Disabilities, and the Project Access Pilot Program (formerly Access Housing 2000).

- **Designated Housing** vouchers enable non-elderly disabled families, who would have been eligible for a public housing unit if occupancy of the unit or entire project had not been restricted to elderly families only through an approved Designated Housing Plan, to receive rental assistance. These vouchers may also assist non-elderly disabled families living in a designated unit/project/building to move from that project if they so choose. The family does not have to be listed on the PHA's voucher waiting list. Instead, they may be admitted to the program as a special admission. Once the impacted families have been served, the PHA may begin issuing these vouchers to non-elderly disabled families from their HCV waiting list. Upon turnover, these vouchers must be issued to non-elderly disabled families from the PHA's HCV waiting list.

- **Certain Developments** vouchers enable non-elderly families having a person with disabilities, who do not currently receive housing assistance in certain developments where owners establish preferences for, or restrict occupancy to, elderly families, to obtain affordable housing. These non-elderly families with a disabled person do not need to be listed on the PHA's HCV waiting list in order to be offered and receive housing choice voucher rental assistance. It is sufficient that these families' names are on the waiting list for a covered development at the time their names are provided to the PHA by the owner. Once the impacted families have been served, the PHA may begin issuing these vouchers to non-elderly disabled families from their HCV waiting list. Upon turnover, these vouchers must be issued to non-elderly disabled families from the PHA's HCV waiting list.
- **One-Year Mainstream Housing Opportunities for Persons with Disabilities (One-Year Mainstream)** vouchers enable non-elderly disabled families on the PHA's waiting list to receive a voucher. After initial leasing, turnover vouchers must be issued to non-elderly disabled families from the PHA's voucher waiting list.

19-V.B. ELIGIBLE POPULATION

General Requirements [Notice PIH 2013-19]

Only eligible families whose head of household, spouse, or cohead is non-elderly (under age 62) and disabled may receive a NED voucher. Families with only a minor child with a disability are not eligible.

In cases where the qualifying household member now qualifies as elderly due to the passage of time since the family received the NED voucher, existing NED participant families do not "age out," as the family was eligible on the day it was first assisted under a housing assistance payments (HAP) contract.

The definition of person with disabilities for purposes of NED vouchers is the statutory definition under Section 3(b)(3)(E) of the 1937 Act, which is the same as is used for allowances and deductions in the HCV program and is provided in Exhibit 3-1 of this policy.

The PHA may not implement eligibility screening criteria for NED vouchers that is different from that of the regular HCV program.

NED Category 2 [Notice PIH 2013-19 and NED Category 2 FAQs]

In addition to being eligible for the PHA's regular HCV program and a non-elderly person with a disability, in order to receive a Category 2 voucher, the family's head, spouse, cohead, or sole member must be transitioning from a nursing home or other healthcare institution and provided services needed to live independently in the community.

Nursing homes or other healthcare institutions may include intermediate care facilities and specialized institutions that care for those with intellectual disabilities, developmentally disabled, or mentally ill, but do not include board and care facilities (e.g., adult homes, adult day care, adult congregate living).

The PHA cannot limit who can apply to just those persons referred or approved by a Money Follows the Person (MFP) Demonstration agency or state health agency. Other individuals could be placed on the waiting list if they can show, with confirmation by an independent agency or organization that routinely provides such services (this can be the MFP or partnering agency, but need not be), that the transitioning individual will be provided with all necessary services, including care or case management.

For each Category 2 family, there must be documentation (e.g., a copy of a referral letter from the partnering or referring agency) in the tenant file identifying the institution where the family lived at the time of voucher issuance.

19-V.C. WAITING LIST

General Requirements [Notice PIH 2013-19]

Families must be selected for NED vouchers from the PHA's waiting list in accordance with all applicable regulations and PHA policies in Chapter 4.

Regardless of the number of NED families the PHA is required to serve, the next family on the waiting list must be served. Further, the PHA may not skip over NED-eligible families on the waiting list because the PHA is serving the required number of NED families.

NED Category 2 Referrals [NED Category 2 FAQs]

For NED Category 2 families, the partnering agency may make referrals of eligible families to the PHA for placement on the waiting list. The PHA will then select these families from the waiting list for voucher issuance. Because language in the NOFA established that vouchers awarded under the NOFA must only serve non-elderly disabled families transitioning from institutions, the PHA does not need to establish a preference in order to serve these families ahead of other families on the PHA's waiting list.

PHAs must accept applications from people living outside their jurisdictions or from people being referred from other Medicaid or MFP service agencies in their state.

If the PHA's waiting list is closed, the PHA must reopen its waiting list to accept referrals from its partnering agency. When opening the waiting list, PHAs must advertise in accordance with 24 CFR 982.206 and PHA policies in Section 4-II.C. In addition, the PHA must ensure that individuals living in eligible institutions are aware when the PHA opens its waiting list by reaching out to social service agencies, nursing homes, intermediate care facilities and specialized institutions in the local service area.

Reissuance of Turnover Vouchers [Notice PIH 2013-19]

All NED turnover vouchers must be reissued to the next NED family on the PHA's waiting list with the following exception: A Category 2 voucher must be issued to another Category 2 family upon turnover if a Category 2 family is on the PHA's waiting list. If there are no Category 2 families on the PHA's waiting list, the PHA must contact its partnering agency as well as conduct outreach through appropriate social service agencies and qualifying institutions to identify potentially eligible individuals. Only after all means of outreach have been taken to reach Category 2 families can the PHA reissue the voucher to another Category 2 NED family on the PHA's waiting list. Any subsequent turnover of that voucher must again be used for a Category 2 family on the PHA's waiting list, and the PHA is under the same obligation to conduct outreach to Category 2 families if no such families are on the PHA's waiting list.

For PHAs that received both Category 1 and Category 2 vouchers, if at any time the PHA is serving fewer Category 2 families than the number of Category 2 HCVs awarded under the NOFA, when a Category 2 family applies to the waiting list and is found eligible, the PHA must issue the next NED voucher to that family. HUD monitors the initial leasing and reissuance of Category 2 HCVs. These vouchers may be recaptured and reassigned if not leased properly and in a timely manner.

All NED vouchers should be affirmatively marketed to a diverse population of NED-eligible families to attract protected classes least likely to apply. If at any time following the turnover of a NED HCV a PHA believes it is not practicable to assist NED families, the PHA must contact HUD.

19-V.D. LEASE UP [Notice PIH 2013-19]

Briefings

In addition to providing families with a disabled person a list of accessible units known to the PHA, HUD encourages, but does not require, PHAs to provide additional resources to NED families as part of the briefing.

PHA Policy

In addition to providing families with a disabled person a list of accessible units known to the PHA, the PHA will provide a list of local supportive service and disability organizations that may provide such assistance as counseling services and funding for moving expenses or security deposits in the briefing packet. These organizations include state protection and advocacy agencies, Centers for Independent Living, state Medicaid agencies, and disability advocacy groups that represent individuals with a variety of disabilities.

Further, if other governmental or non-governmental agencies provide available resources such as housing search counseling, moving expenses, security deposits, and utility deposits, the PHA will include this information in the briefing packet.

The PHA will also offer specialized housing search assistance to families with a disabled person to locate accessible units if requested. Trained PHA staff or a local supportive service or disability organization may be able to provide this service.

Voucher Term

While the PHA is not required to establish different policies for the initial term of the voucher for NED vouchers, HUD has encouraged PHAs with NED vouchers to be generous in establishing reasonable initial search terms and subsequent extensions for families with a disabled person.

PHA Policy

All NED vouchers will have an initial term of 120 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless the PHA grants an extension.

All other PHA policies on extensions and suspension of vouchers in Section 5-II.E. will apply.

Special Housing Types [Notice PIH 2013-19 and NED Category 2 FAQs]

In general, a PHA is not required to permit families to use any of the special housing types and may limit the number of families using such housing. However, the PHA must permit the use of a special housing type if doing so provides a reasonable accommodation so that the program is readily accessible to and usable by a person with disabilities.

Such special housing types include single room occupancy housing, congregate housing, group homes, shared housing, cooperative housing, and manufactured homes when the family owns the home and leases the manufactured home space.

Persons with disabilities transitioning out of institutional settings may choose housing in the community that is in a group or shared environment or where some additional assistance for daily living is provided for them on site. Under HUD regulations, group homes and shared housing are considered special housing types and are not excluded as an eligible housing type in the HCV program. Assisted living facilities are also considered eligible housing under the normal HCV program rules, as long as the costs for meals and other supportive services are not included in the housing assistance payments (HAP) made by the PHA to the owner, and as long as the person does not need continual medical or nursing care.

19-V.E. PORTABILITY [NED Category 2 FAQs]

NED voucher participants are eligible for portability under standard portability rules and all PHA policies regarding portability in Chapter 10, Part II apply to NED families. However, the PHA may, but is not required to, allow applicant NED families to move under portability, even if the family did not have legal residency in the initial PHA's jurisdiction when they applied.

PHA Policy

If neither the head of household nor the spouse or cohead of a NED applicant family had a domicile (legal residence) in the PHA's jurisdiction at the time that the family's initial application for assistance was submitted, the family must lease a unit within the initial PHA's jurisdiction for at least 12 months before requesting portability.

The PHA will consider exceptions to this policy for purposes of reasonable accommodation (see Chapter 2) or reasons related to domestic violence, dating violence, sexual assault, stalking, or human trafficking.

PART VI: STABILITY VOUCHER PROGRAM

19-VI.A. PROGRAM OVERVIEW [Notice PIH 2022-24]

The Consolidated Appropriations Act, 2021 (Public Law 116-260) (2021 Act) provided new incremental funding for voucher assistance through Stability Vouchers (SVs) for households who are:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- At-risk of homelessness;
- Those fleeing or attempting to flee domestic violence dating violence, sexual assault, stalking, or human trafficking; and
- Veterans and families that include a veteran family member that meet one of the above criteria.

HUD may waive certain statutory and regulatory provisions to administer the SVs (except for requirements related to tenant rights and protections, rent setting, fair housing, nondiscrimination, labor standards and the environment) upon a finding that any such waivers or alternative requirements are necessary to facilitate the use of funds made available for SVs. Unless expressly waived below, all statutory and regulatory requirements and HUD directives regarding the HCV program are applicable to SVs, including the use of all HUD required contracts and other forms. A PHA may request additional good cause regulatory waivers as established in Notice PIH 2018-16 in connection with the use of the SVs, which HUD will consider and assess upon the request of the PHA.

19-VI.B. PARTNERING ORGANIZATION [Notice PIH 2022-24]

SV funding is only awarded to PHAs that partner with eligible Continuums of Care (CoCs) or other entities that serve the targeted population, such as Victim Service Providers (VSPs) and Veteran Service Organizations (VSOs) serving the targeted population in the PHA's jurisdiction to implement coordinated approaches to reduce the prevalence of homelessness, improve service engagement, and promote housing stability while ensuring geographical need of assistance.

The PHA must enter into a Memorandum of Understanding (MOU) with the CoC to establish a partnership with the CoC to pair SVs with CoC-funded supportive services, and to collaborate with the CoC and other stakeholders to develop a prioritization plan for these vouchers.

PHA Policy

The PHA has not obtained any Stability Vouchers.

19-VI.C. REFERRALS [Notice PIH 2022-24]

In general, families are issued SVs as the result of either:

- The direct referral process from the CoC or other partnering organizations; or
- A situation where the PHA makes an SV available in order to facilitate an emergency transfer for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking.

CoC Referrals

The primary responsibility of the CoC under the MOU is to make direct referrals of qualifying individuals and families to the PHA and to identify any CoC-funded available supportive services that may be paired with SVs.

The CoC or other partnering agency must certify that the SV applicants they refer to the PHA meet the definition of a qualifying individual or family for SV assistance.

The referring agency must provide documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for SV assistance. The PHA must retain this documentation as part of the family's file.

Referrals from Outside the CoC

The PHA must also take direct referrals from outside the CoC process if:

- The CoC does not have a sufficient number of eligible families to refer to the PHA; or
- The CoC does not identify families that may be eligible for SV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

If a direct referral is taken from outside of the CoC, the PHA must enter into a partnership to receive direct referrals from another entity, assuming there are such additional organizations that can certify that an individual or family is eligible for an SV.

The PHA must enter into an MOU with a partnering referral agency or may add the partnering referral agency to the MOU between the PHA and CoC.

19-VI.D. WAITING LIST [Notice PIH 2022-24]

HCV Waiting List

The regulation that requires the PHA to admit applicants as waiting list admissions or special admissions in accordance with admission policies in Chapter 4 does not apply to PHAs operating the SV program. Direct referrals are not added to the PHA's HCV waiting list.

The PHA must inform families on the HCV waiting list of the availability of SVs by, at a minimum, either by posting the information to their website or providing public notice in their respective communities in accordance with the requirements listed in Notice PIH 2022-24.

The PHA will ensure effective communication with persons with disabilities, including those with vision, hearing, and other communication-related disabilities in accordance with Chapter 2. The PHA will also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP) in accordance with Chapter 2.

SV Waiting List

The HCV regulations requiring the PHA to operate a single waiting list for admission to the HCV program do not apply to PHAs operating the SV program. Instead, when the number of applicants referred by the CoC or partnering agency exceeds the SVs available, the PHA must maintain a separate waiting list for SV referrals. Upon turnover, SV vouchers must continue to remain available for eligible families.

Further, the SV waiting list is not subject to PHA policies in Chapter 4 regarding opening and closing the HCV waiting list. The PHA will work directly with its CoC and other referral agency partners to manage the number of referrals and the size of the SV waiting list.

HCV Waiting List Preferences

If local preferences are established by the PHA for HCV in Chapter 4, they do not apply to SVs. However, if the PHA has a homelessness preference or a preference for survivors of domestic violence, dating violence, sexual assault, stalking, or human trafficking for the regular HCV program, the PHA must refer any applicant on the waiting list that indicated they qualified for this preference to the CoC, or the applicable partnering referral agency.

SV Waiting List Preferences

With the exception of a residency preference, which may not be applied to the PHA's SV waiting list, the PHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for SVs, or may simply choose to not establish any local preferences for the SV waiting list. The preference system may not prohibit SV admissions from any of the four qualifying categories of eligibility.

19-VI.E. FAMILY ELIGIBILITY [Notice PIH 2022-24]

Referring Agency Determination of Eligibility

The CoC or referring agency determines whether the individual or family meets any one of the eligibility criteria described in Notice PIH 2022-24 and then refers the family to the PHA. The PHA determines that the family meets other eligibility criteria for the HCV program, as modified for the SV program and outlined below.

In order to be eligible for an SV, a household must meet one of four eligibility criteria:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)) and 24 CFR 578.3;
- At-risk of homelessness as defined in 24 CFR 5.78.3;
- Those fleeing or attempting to flee domestic violence dating violence, sexual assault, stalking, or human trafficking; and
- Veterans [as defined in 38 U.S.C. 101(2); 38 CFR 3.1(d)] and families that include a veteran family member that meet one of the above criteria.

Mandatory Denials

HUD waived 24 CFR 982.552 and 982.553 in part for the SV applicants and established alternative requirements for mandatory and permissive prohibitions of admissions. Except where applicable, PHA policies regarding denials in Chapter 3 of this policy do not apply to screening individuals and families for eligibility for an SV. Instead, the SV alternative requirement listed in this section will apply to all SV applicants.

The mandatory and permissive prohibitions listed in Notice PIH 2022-24 and in this chapter, however, apply only when screening the individual or family for eligibility for an SV. When adding a family member after the family has been placed under a HAP contract with SV assistance, the regulations at 24 CFR 982.551(h)(2) apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular HCV screening criteria in Chapter 3 in doing so.

Under alternative requirements for the SV program, mandatory denials for SV applicants include:

- 24 CFR 982.553(a)(1)(ii)(C), which prohibits admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- 24 CFR 982.553(a)(2)(i), which prohibits admission to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

The PHA will also deny assistance to household members already receiving assistance from another program.

The PHA must deny admission to the program if any member of the family fails to sign and submit consent forms for obtaining information as required by 24 CFR 982.552(b)(3) but should notify the family of the limited SV grounds for denial of admission first.

Permissive Denial

Notice PIH 2022-24 lists permissive prohibitions for which the PHA may, but is not required to, deny admission to SV families. The notice also lists prohibitions that, while allowable under the HCV program, may not be used to deny assistance for SV families.

If the PHA intends to establish permissive prohibition policies for SV applicants, the PHA must first consult with its CoC partner to understand the impact that the proposed prohibitions may have on referrals and must take the CoC's recommendations into consideration.

Prohibitions based on criminal activity for the eligible SV populations regarding drug possession will be considered apart from criminal activity against persons (i.e., violent criminal activity).

In compliance with PIH 2022-24, the PHA **will not** deny an SV applicant admission regardless of whether:

Any member of the family has been evicted from federally assisted housing in the last five years

A PHA has ever terminated assistance under the program for any member of the family

The family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act

The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease

The family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA

The family would otherwise be prohibited admission under alcohol abuse standards established by the PHA in accordance with 24 CFR 982.553(a)(3)

The PHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity

Self-Certification of Income at Admission

The requirement to obtain third-party verification of income in accordance with Notice PIH 2018-18 does not apply to the SV program applicants at admission, and alternatively, PHAs may consider self-certification the highest form of income verification at admission. As such, PHA policies related to the verification of income in Section 7-I.B. do not apply to SV families at admission. Instead, applicants must submit an affidavit attesting to their reported income, assets, expenses, and other factors that would affect an income eligibility determination.

Additionally, applicants may provide third-party documentation that represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the PHA's request.

Recently Conducted Income Determinations

PHAs may accept income calculations and verifications from third-party providers or from an examination that the PHA conducted on behalf of the family for another subsidized housing program in lieu of conducting an initial examination of income as long as:

- The income was calculated in accordance with rules outlined at 24 CFR Part 5 and within the last six months; and
- The family certifies there has been no change in income or family composition in the interim.

At the time of the family's annual reexamination, the PHA must conduct the annual reexamination of income as outlined at 24 CFR 982.516 and the PHA policies in Chapter 11.

EIV Income Validation

Once HUD makes the EIV data available to PHAs under this waiver and alternative requirement, the PHA must:

- Review the EIV Income and Income Validation Tool (IVT) reports to confirm and validate family-reported income within 90 days of the PIC submission date;
- Print and maintain copies of the EIV Income and IVT Reports in the tenant file; and
- Resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

Prior to admission, PHAs must continue to use HUD's EIV system to search for all household members using the Existing Tenant Search in accordance with PHA policies in Chapter 3.

If a PHA later determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program in accordance with Chapter 12.

Social Security Number and Citizenship Status Verification

For the SV program, the PHA is not required to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the SV program. Instead, PHAs may adopt policies to admit SV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless the PHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

Age and Disability Verifications

PHAs may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the PHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

Income Targeting

The PHA must determine income eligibility for SV families in accordance with 24 CFR 982.201 and PHA policy in Chapter 3; however, income targeting requirements do not apply for SV families. The PHA may still choose to include the admission of extremely low-income SV families in its income targeting numbers for the fiscal year in which these families are admitted.

19-VI.F. HOUSING SEARCH AND LEASING

Initial Voucher Term

Unlike the standard HCV program, which requires an initial voucher term of at least 60 days, SV vouchers must have an initial search term of at least 120 days. PHA policies on extensions as outlined in Section 5-II.E. will apply.

HQS Pre-Inspections

To expedite the leasing process, PHAs may pre-inspect available units that SV families may be interested in leasing in order to maintain a pool of eligible units.

Initial Lease Term

Unlike in the standard the HCV program, SV voucher holders may enter into an initial lease that is for less than 12 months, regardless of the PHA policy in Section 9-I.E., Term of Assisted Tenancy.

Portability

The normal HCV portability procedures and requirements outlined in Chapter 10 generally apply to SVs. Exceptions are addressed below.

- Under SV, applicant families may move under portability even if the family did not have legal residency in the jurisdiction of the initial PHA when they applied, regardless of PHA policy in Section 10-II.B.
- A receiving PHA cannot refuse to assist an incoming SV family, regardless of whether the PHA administers SVs under its own ACC.
- If the SV family moves under portability to another PHA that administers SVs under its own ACC:
 - The receiving PHA may only absorb the incoming SV family with an SV (assuming it has an SV voucher available to do so).
 - If the PHA does not have an SV available to absorb the family, it must bill the initial PHA. The receiving PHA must allow the family to lease the unit with SV assistance and may not absorb the family with a regular HCV when the family leases the unit.
 - Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family's SV assistance, the SV administration of the voucher is in accordance with the receiving PHA's SV policies.
- If the SV family moves under portability to another PHA that does not administer SVs under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

Family Briefing

In addition to the applicable family briefing requirements at 24 CFR 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA must inform the family how portability may impact the special SV services and assistance that may be available to the family.

The initial PHA is required to help facilitate the family's portability move to the receiving PHA and inform the family of this requirement in writing, taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP).

19-VI.G. PAYMENT STANDARDS

Overview

For the SV program, HUD has waived the regulation requiring a single payment standard for each unit size. Instead, the PHA may, but is not required to, establish separate higher payment standards for SVs. Lower SV payment standards are not permitted. If the PHA is increasing the regular HCV payment standard, the PHA must also increase the SV payment standard if it would be otherwise lower than the new regular HCV payment standard. The separate SV payment standard must comply with all other HCV requirements with the exception of the alternative requirements discussed below.

Further, if the PHA chooses to establish higher payments standards for SVs, HUD has provided other regulatory waivers:

- Defining the “basic range” for payment standards as between 90 and 120 percent of the published Fair Market Rent (FMR) for the unit size (rather than 90 to 110 percent).
- Allowing a PHA that is not in a designated Small Area FMR (SAFMR) area or has not opted to voluntarily implement SAFMRs to establish exception payment standards for a ZIP code area above the basic range for the metropolitan FMR based on the HUD-published SAFMRs. The PHA may establish an exception payment standard up to 120 percent (as opposed to 110 percent) of the HUD published Small Area FMR for that ZIP code area. The exception payment standard must apply to the entire ZIP code area.

All rent reasonableness requirements apply to SV units, regardless of whether the PHA has established an alternative or exception SV payment standard.

Increases in Payment Standards

The requirement that the PHA apply increased payment standards at the family’s first regular recertification on or after the effective date of the increase does not apply to SV. The PHA may, but is not required to, establish an alternative policy on when to apply the increased payment standard, provided the increased payment standard is used to calculate the HAP no later than the effective date of the family’s first regular reexamination following the change.

19-VI.H. PROJECT-BASED UNITS

All tenant-based SV awards can be converted to Project-Based Vouchers (PBV) at any time after award without HUD approval provided all the established PBV regulations and requirements are followed.

All PBV requirements in 24 CFR Part 983 and in Chapter 17 apply to project-based SVs with the exception of 24 CFR 983.251(c)(1), which requires PHAs to select families for project-based units from its HCV or PBV waiting list. HUD is waiving this requirement and establishing an alternative requirement that PHAs receive SV referrals from CoC partners for vouchers as well as project-based assistance.

--

GLOSSARY

A. ACRONYMS USED IN THE HOUSING CHOICE VOUCHER (HCV) PROGRAM

ACC	Annual contributions contract
ADA	Americans with Disabilities Act of 1990
AIDS	Acquired immune deficiency syndrome
BR	Bedroom
CDBG	Community Development Block Grant (Program)
CFR	Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as “the regulations”)
CPI	Consumer price index (published monthly by the Department of Labor as an inflation indicator)
EIV	Enterprise Income Verification
FDIC	Federal Deposit Insurance Corporation
FHA	Federal Housing Administration (HUD Office of Housing)
FHEO	Fair Housing and Equal Opportunity (HUD Office of)
FICA	Federal Insurance Contributions Act (established Social Security taxes)
FMR	Fair market rent
FR	Federal Register
FSS	Family Self-Sufficiency (Program)
FY	Fiscal year
FYE	Fiscal year end
GAO	Government Accountability Office
GR	Gross rent
HA	Housing authority or housing agency
HAP	Housing assistance payment
HCV	Housing choice voucher
HIP	Housing Information Portal
HOTMA	Housing Opportunity through Modernization Act of 2016
HQS	Housing quality standards
HUD	Department of Housing and Urban Development
HUDCLIPS	HUD Client Information and Policy System

IPA	Independent public accountant
IRA	Individual retirement account
IRS	Internal Revenue Service
IVT	Income Validation Tool
JTPA	Job Training Partnership Act
LBP	Lead-based paint
LEP	Limited English proficiency
MSA	Metropolitan statistical area (established by the U.S. Census Bureau)
MTW	Moving to Work
NOFA	Notice of funding availability
NSPIRE	National Standards for the Physical Inspection of Real Estate
OGC	HUD's Office of General Counsel
OIG	HUD's Office of Inspector General
OMB	Office of Management and Budget
PASS	Plan to Achieve Self-Support
PBV	Project-based voucher
PHA	Public housing agency
PIH	(HUD Office of) Public and Indian Housing
PS	Payment standard
QC	Quality control
RAD	Rental Assistance Demonstration Program
REAC	(HUD) Real Estate Assessment Center
RFP	Request for proposals
RFTA	Request for tenancy approval
RIGI	Regional inspector general for investigation (handles fraud and program abuse matters for HUD at the regional office level)
SEMAP	Section 8 Management Assessment Program
SRO	Single room occupancy
SSA	Social Security Administration
SSI	Supplemental security income
SWICA	State wage information collection agency

TANF	Temporary assistance for needy families
TPV	Tenant protection vouchers
TR	Tenant rent
TTP	Total tenant payment
UA	Utility allowance
UFAS	Uniform Federal Accessibility Standards
UIV	Upfront income verification
URP	Utility reimbursement payment
VAWA	Violence Against Women Act
VCA	Voluntary Compliance Agreement
VMS	Voucher Management System

B. GLOSSARY OF SUBSIDIZED HOUSING TERMS

Absorption. In portability (under subpart H of this part 982): the point at which a receiving PHA stops billing the initial PHA for assistance on behalf of a portability family. The receiving PHA uses funds available under the receiving PHA consolidated ACC.

Accessible. The facility or portion of the facility can be approached, entered, and used by persons with disabilities.

Adjusted income. Annual income, less allowable HUD deductions and allowances.

Administrative fee. Fee paid by HUD to the PHA for administration of the program. See §982.152.

Administrative plan. The plan that describes PHA policies for administration of the tenant-based programs. The Administrative Plan and any revisions must be approved by the PHA's board and included as a supporting document to the PHA Plan. See §982.54.

Admission. The point when the family becomes a participant in the program. The date used for this purpose is the effective date of the first HAP contract for a family (first day of initial lease term) in a tenant-based program.

Affiliated individual. With respect to an individual, a spouse, parent, brother, sister, or child of that individual, or an individual to whom that individual stands in loco parentis (in the place of a parent), or any individual, tenant, or lawful occupant living in the household of that individual

Amortization payment. In a manufactured home space rental: The monthly debt service payment by the family to amortize the purchase price of the manufactured home.

Annual. Happening once a year.

Annual contributions contract (ACC). The written contract between HUD and a PHA under which HUD agrees to provide funding for a program under the 1937 Act, and the PHA agrees to comply with HUD requirements for the program.

Annual income. The anticipated total income of an eligible family from all sources for the 12-month period following the date of determination of income, computed in accordance with the regulations.

Applicant (applicant family). A family that has applied for admission to a program but is not yet a participant in the program.

Area exception rent. An amount that exceeds the published FMR. See 24 CFR 982.504(b).

As-paid states. States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

Assets. (See *net family assets*.)

Auxiliary aids. Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in, and enjoy the benefits of, programs or activities receiving federal financial assistance.

Biennial. Happening every two years.

Bifurcate. With respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Budget authority. An amount authorized and appropriated by the Congress for payment to PHAs under the program. For each funding increment in a PHA program, budget authority is the maximum amount that may be paid by HUD to the PHA over the ACC term of the funding increment.

Child. A member of the family other than the family head or spouse who is under 18 years of age.

Child care expenses. Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further their education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.

Citizen. A citizen or national of the United States.

Cohead. An individual in the household who is equally responsible for the lease with the head of household. A family may have a cohead or spouse but not both. A cohead never qualifies as a dependent. The cohead must have legal capacity to enter into a lease.

Common space. In shared housing, the space available for use by the assisted family and other occupants of the unit.

Computer match. The automated comparison of databases containing records about individuals.

Confirmatory review. An on-site review performed by HUD to verify the management performance of a PHA.

Consent form. Any consent form approved by HUD to be signed by assistance applicants and participants to obtain income information from employers and SWICAs; return information from the Social Security Administration (including wages, net earnings from self-employment, and retirement income); and return information for unearned income from the IRS. Consent forms expire after a certain time and may authorize the collection of other information to determine eligibility or level of benefits.

Congregate housing. Housing for elderly persons or persons with disabilities that meets the HQS for congregate housing. A special housing type: see 24 CFR 982.606–609.

Contiguous MSA. In portability (under subpart H of part 982): An MSA that shares a common boundary with the MSA in which the jurisdiction of the initial PHA is located.

Continuously assisted. An applicant is continuously assisted under the 1937 Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the voucher program.

Contract authority. The maximum annual payment by HUD to a PHA for a funding increment.

Cooperative (term includes mutual housing). Housing owned by a nonprofit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing. A special housing type (see 24 CFR 982.619).

Covered families. Statutory term for families who are required to participate in a welfare agency economic self-sufficiency program and who may be subject to a welfare benefit sanction for noncompliance with this obligation. Includes families who receive welfare assistance or other public assistance under a program for which federal, state or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for the assistance.

Dating violence. Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

Dependent. A member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student.

Dependent child. In the context of the student eligibility restrictions, a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* as specified above.

Disability assistance expenses. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member, and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Disabled family. A family whose head, cohead, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled person. See *person with disabilities*.

Disallowance. Exclusion from annual income.

Displaced family. A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

Domestic violence. Felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:

- The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim
- A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner
- A person with whom the victim shares a child in common
- A person who commits acts against a youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction

Domicile. The legal residence of the household head or spouse as determined in accordance with state and local law.

Drug-related criminal activity. The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug.

Economic abuse. Behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, and manipulation to:

- Restrict a person's access to money, assets, credit, or financial information
- Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage
- Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty

Economic self-sufficiency program. Any program designed to encourage, assist, train or facilitate the economic independence of assisted families, or to provide work for such families. Can include job training, employment counseling, work placement, basic skills training, education, English proficiency, Workfare, financial or household management, apprenticeship, or any other program necessary to ready a participant to work (such as treatment for drug abuse or mental health treatment). Includes any work activities as defined in the Social Security Act (42 U.S.C. 607(d)). Also see 24 CFR 5.603(c).

Elderly family. A family whose head, cohead, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

Elderly person. An individual who is at least 62 years of age.

Eligible family A family that is income eligible and meets the other requirements of the 1937 Act and Part 5 of 24 CFR. See also *family*.

Employer identification number (EIN). The nine-digit taxpayer identifying number that is assigned to an individual, trust, estate, partnership, association, company, or corporation.

Evidence of citizenship or eligible status. The documents which must be submitted as evidence of citizenship or eligible immigration status. See 24 CFR 5.508(b).

Extremely low-income family. A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher. Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of median income if HUD finds such variations are necessary due to unusually high or low family incomes. See 24 CFR 5.603.

Facility. All or any portion of buildings, structures, equipment, roads, walks, parking lots, rolling stock, or other real or personal property or interest in the property.

Fair Housing Act. Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

Fair market rent (FMR). The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the *Federal Register* in accordance with 24 CFR Part 888.

Family. Includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, and can be further defined in PHA policy.

- A family with or without children (the temporary absence of a child from the home due to placement in foster care is not considered in determining family composition and family size)
- An elderly family or a near-elderly family
- A displaced family
- The remaining member of a tenant family
- A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family rent to owner. In the voucher program, the portion of rent to owner paid by the family.

Family self-sufficiency program (FSS program). The program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the coordination of supportive services to these families (24 CFR 984.103).

Family share. The portion of rent and utilities paid by the family. For calculation of family share, see 24 CFR 982.515(a).

Family unit size. The appropriate number of bedrooms for a family, as determined by the PHA under the PHA subsidy standards.

Federal agency. A department of the executive branch of the federal government.

Foster child care payment. A payment to eligible households by state, local, or private agencies appointed by the state to administer payments for the care of foster children.

Full-time student. A person who is attending school or vocational training on a full-time basis (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended). See 24 CFR 5.603.

Funding increment. Each commitment of budget authority by HUD to a PHA under the consolidated annual contributions contract for the PHA program.

Gender identity. Actual or perceived gender-related characteristics.

Gross rent. The sum of the rent to owner plus any utility allowance.

Group home. A dwelling unit that is licensed by a state as a group home for the exclusive residential use of two to twelve persons who are elderly or persons with disabilities (including any live-in aide). (A special housing type: see 24 CFR 982.610–614.)

Handicap. Any condition or characteristic that renders a person an individual with handicaps. (See *person with disabilities*.)

HAP contract. The housing assistance payments contract. A written contract between the PHA and an owner for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

Head of household. The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household. A household includes additional people other than the family who, with the PHA's permission, live in an assisted unit, such as live-in aides, foster children, and foster adults.

Housing assistance payment. The monthly assistance payment by a PHA, which includes: (1) A payment to the owner for rent to the owner under the family's lease; and (2) An additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing agency (HA). See *public housing agency*.

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the voucher program.

HUD. The U.S. Department of Housing and Urban Development.

Human trafficking. A crime involving the exploitation of a person for labor, services, or commercial sex. The Trafficking Victims Protection Act of 2000 and its subsequent reauthorizations recognize and define two primary forms of human trafficking:

- Sex trafficking is the recruitment, harboring, transportation, provision, obtaining, patronizing, or soliciting of a person for the purpose of a commercial sex act in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age. See 22 U.S.C. § 7102(11)(A).
- Forced labor is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. See 22 U.S.C. § 7102(11)(B).

Imputed asset. An asset disposed of for less than fair market value during the two years preceding examination or reexamination.

Imputed asset income. The PHA-established passbook rate multiplied by the total cash value of assets. The calculation is used when net family assets exceed \$5,000.

Imputed welfare income. An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction, but is included in the family's annual income and therefore reflected in the family's rental contribution.

Income. Income from all sources of each member of the household, as determined in accordance with criteria established by HUD.

Income for eligibility. Annual income.

Income information means information relating to an individual's income, including:

- All employment income information known to current or previous employers or other income sources
- All information about wages, as defined in the state's unemployment compensation law, including any social security number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, employer identification number of an employer reporting wages under a state unemployment compensation law
- Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received
- Unearned IRS income and self-employment, wages, and retirement income
- Wage, social security, and supplemental security income data obtained from the Social Security Administration.

Individual with handicaps. See *person with disabilities*.

Initial PHA. In portability, the term refers to both: (1) A PHA that originally selected a family that later decides to move out of the jurisdiction of the selecting PHA; and (2) A PHA that absorbed a family that later decides to move out of the jurisdiction of the absorbing PHA.

Initial payment standard. The payment standard at the beginning of the HAP contract term.

Initial rent to owner. The rent to owner at the beginning of the HAP contract term.

Institution of higher education. An institution of higher education as defined in 20 U.S.C. 1001 and 1002. See Exhibit 3-2 in this Administrative Plan.

Jurisdiction. The area in which the PHA has authority under state and local law to administer the program.

Landlord. Either the owner of the property or their representative, or the managing agent or their representative, as shall be designated by the owner.

Lease. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and the PHA.

Live-in aide. A person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons; and
- Would not be living in the unit except to provide the necessary supportive services.

Living/sleeping room. A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space. A bedroom or living/sleeping room must have at least one window and two electrical outlets in proper operating condition. See HCV GB p. 10-6 and 24 CFR 982.401.

Local preference. A preference used by the PHA to select among applicant families.

Low-income family. A family whose income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller or larger families, except that HUD may establish income limits higher or lower than 80 percent for areas with unusually high or low incomes.

Manufactured home. A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS. (A special housing type: see 24 CFR 982.620 and 982.621.)

Manufactured home space. In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space. See 24 CFR 982.622 to 982.624.

Medical expenses. Medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance (a deduction for elderly or disabled families only). These allowances are given when calculating adjusted income for medical expenses in excess of 3 percent of annual income.

Minor. A member of the family household other than the family head or spouse, who is under 18 years of age.

Mixed family. A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly adjusted income. One twelfth of adjusted income.

Monthly income. One twelfth of annual income.

Mutual housing. Included in the definition of *cooperative*.

National. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Net family assets. (1) Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.

- In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income under §5.609.
- In determining net family assets, PHAs or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen. A person who is neither a citizen nor national of the United States.

Notice of funding availability (NOFA). For budget authority that HUD distributes by competitive process, the *Federal Register* document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

Office of General Counsel (OGC). The General Counsel of HUD.

Overcrowded. A unit that does not meet the following HQS space standards: (1) Provide adequate space and security for the family; and (2) Have at least one bedroom or living/sleeping room for each two persons.

Owner. Any person or entity with the legal right to lease or sublease a unit to a participant.

PHA Plan. The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.

PHA's quality control sample. An annual sample of files or records drawn in an unbiased manner and reviewed by a PHA supervisor (or by another qualified person other than the person who performed the original work) to determine if the work documented in the files or records conforms to program requirements. For minimum sample size see CFR 985.3.

Participant (participant family). A family that has been admitted to the PHA program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by the PHA for the family (first day of initial lease term).

Payment standard. The maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family).

Person with disabilities. *For the purposes of program eligibility.* A person who has a disability as defined under the Social Security Act or Developmental Disabilities Care Act, or a person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. This includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence. *For the purposes of reasonable accommodation.* A person with a physical or mental impairment that substantially limits one or more major life activities, a person regarded as having such an impairment, or a person with a record of such an impairment.

Portability. Renting a dwelling unit with a Section 8 housing choice voucher outside the jurisdiction of the initial PHA.

Premises. The building or complex in which the dwelling unit is located, including common areas and grounds.

Previously unemployed. With regard to the earned income disallowance, a person with disabilities who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Private space. In shared housing, the portion of a contract unit that is for the exclusive use of an assisted family.

Processing entity. The person or entity that, under any of the programs covered, is responsible for making eligibility and related determinations and any income reexamination. In the HCV program, the “processing entity” is the “responsible entity.”

Project owner. The person or entity that owns the housing project containing the assisted dwelling unit.

Public assistance. Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly, by federal, state, or local governments.

Public housing agency (PHA). Any state, county, municipality, or other governmental entity or public body, or agency or instrumentality of these entities, that is authorized to engage or assist in the development or operation of low-income housing under the 1937 Act.

Qualified family (under the earned income disallowance). A family participating in an applicable assisted housing program or receiving HCV assistance:

- Whose annual income increases as a result of employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment;
- Whose annual income increases as a result of increased earnings by a family member who is a person with disabilities during participation in any economic self-sufficiency or other job training program; or
- Whose annual income increases, as a result of new employment or increased earnings of a family member who is a person with disabilities, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the responsible entity in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance--provided that the total amount over a six-month period is at least \$500.

Qualified census tract. With regard to certain tax credit units, any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent, and where the census tract is designated as a qualified census tract by HUD.

Reasonable rent. A rent to owner that is not more than rent charged: (1) For comparable units in the private unassisted market; and (2) For comparable unassisted units in the premises.

Reasonable accommodation. A change, exception, or adjustment to a rule, policy, practice, or service to allow a person with disabilities to fully access the PHA's programs or services.

Receiving PHA. In portability: A PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a voucher and provides program assistance to the family.

Recertification. Sometimes called *reexamination*. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if there are no additional changes to be reported.

Remaining member of the tenant family. The person left in assisted housing who may or may not normally qualify for assistance on their own circumstances (i.e., an elderly spouse dies, leaving widow age 47 who is not disabled).

Rent to owner. The total monthly rent payable to the owner under the lease for the unit (also known as contract rent). Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

Residency preference. A PHA preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area (See *residency preference area*).

Residency preference area. The specified area where families must reside to qualify for a residency preference.

Responsible entity. For the public housing and the Section 8 tenant-based assistance, project-based voucher assistance, and moderate rehabilitation programs, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

Secretary. The Secretary of Housing and Urban Development.

Section 8. Section 8 of the United States Housing Act of 1937.

Section 8 covered programs. All HUD programs which assist housing under Section 8 of the 1937 Act, including Section 8 assisted housing for which loans are made under Section 202 of the Housing Act of 1959.

Section 214. Section 214 of the Housing and Community Development Act of 1980, as amended.

Section 214 covered programs. The collective term for the HUD programs to which the restrictions imposed by Section 214 apply. These programs are set forth in 24 CFR 5.500.

Security deposit. A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of the lease.

Set-up charges. In a manufactured home space rental, charges payable by the family for assembling, skirting, and anchoring the manufactured home.

Sexual assault. Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a)).

Sexual orientation. Homosexuality, heterosexuality or bisexuality.

Shared housing. A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. (A special housing type: see 24 CFR 982.615–982.618.)

Single person. A person living alone or intending to live alone.

Single room occupancy housing (SRO). A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. (A special housing type: see 24 CFR 982.602–982.605.)

Small rural public housing agency (PHA). Section 38 defines the term “small public housing agency” as a public housing agency “for which the sum of the number of public housing dwelling units administered by the agency and the number of vouchers under section 8(o) administered by the agency is 550 or fewer” and “that predominantly operates in a rural area, as described in section 1026.35(b)(2)(iv)(A) of title 12, Code of Federal Regulations.” After consideration of the public comments discussed above, HUD is interpreting “predominantly operates in a rural area” to mean a small PHA that:

- (1) Has a primary administrative building with a physical address in a rural area as described in 12 CFR 1026.35(b)(2)(iv)(A); or
- (2) more than 50 percent of its combined public housing units and voucher units under section 8(o) are in rural areas as described in 12 CFR 1026.35(b)(2)(iv)(A). HUD also clarifies that voucher units under section 8(o) include those in the tenant-based Housing Choice Voucher (HCV) program and the Project-Based Voucher (PBV) program.

Social security number (SSN). The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person’s earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

Special admission. Admission of an applicant that is not on the PHA waiting list or without considering the applicant’s waiting list position.

Special housing types. See subpart M of part 982. Subpart M states the special regulatory requirements for: SRO housing, congregate housing, group homes, shared housing, cooperatives (including mutual housing), and manufactured homes (including manufactured home space rental).

Specified welfare benefit reduction. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse. The marriage partner of the head of household.

Stalking. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

State wage information collection agency (SWICA). The state agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy standards. Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension. The term on the family's voucher stops from the date the family submits a request for PHA approval of the tenancy, until the date the PHA notifies the family in writing whether the request has been approved or denied. This practice is also called *tolling*.

Tax credit rent. With regard to certain tax credit units, the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Technological abuse. An act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:

- Internet enabled devices
- Online spaces and platforms
- Computers
- Mobile devices
- Cameras and imaging programs
- Apps
- Location tracking devices
- Communication technologies
- Any other emergency technologies

Tenancy addendum. For the housing choice voucher program, the lease language required by HUD in the lease between the tenant and the owner.

Tenant. The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Tenant rent to owner. See *family rent to owner*.

Term of lease. The amount of time a tenant agrees in writing to live in a dwelling unit.

Total tenant payment (TTP). The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

Unit. Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero (0) bedrooms to six (6) bedrooms.

Utilities. Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Telephone service is not included.

Utility allowance. If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made or approved by a PHA or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

Utility reimbursement. In the voucher program, the portion of the housing assistance payment which exceeds the amount of rent to owner.

Utility hook-up charge. In a manufactured home space rental: Costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

Very low-income family. A low-income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the housing choice voucher program.

Veteran. A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

Violence Against Women Act (VAWA). Prohibits denying admission to the program to an otherwise qualified applicant or terminating assistance on the basis that the applicant or program participant is or has been a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking.

Violent criminal activity. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voucher (housing choice voucher). A document issued by a PHA to a family selected for admission to the housing choice voucher program. This document describes the program and the procedures for PHA approval of a unit selected by the family. The voucher also states obligations of the family under the program.

Voucher holder. A family holding a voucher with an unexpired term (search time).

Voucher program. The housing choice voucher program.

Waiting list. A list of families organized according to HUD regulations and PHA policy who are waiting for a unit to become available.

Waiting list admission. An admission from the PHA waiting list.

Welfare assistance. Income assistance from federal or state welfare programs, including assistance provided under TANF and general assistance. Does not include assistance directed solely to meeting housing expenses, nor programs that provide health care, child care or other services for working families. For the FSS program (24 CFR 984.103), *welfare assistance* includes only cash maintenance payments designed to meet a family's ongoing basic needs. Does not include nonrecurring short term benefits designed to address individual crisis situations, work subsidies, supportive services such as child care and transportation provided to families who are employed, refundable earned income tax credits, contributions to and distributions from Individual Development Accounts under TANF, services such as counseling, case management, peer support, child care information and referral, financial empowerment, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support, amounts solely directed to meeting housing expenses, amounts for health care, Supplemental Nutrition Assistance Program (SNAP) and emergency rental and utilities assistance, SSI, SSDI, or social security, and child-only or non-needy TANF grants made to or on behalf of a dependent child solely on the basis of the child's need and not the need of the child's current non-parental caretaker.

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE:	Commercial Banking Services Recommendation
SUMMARY:	City Manager recommending City Council approval of Dubuque Bank and Trust as the bank to provide financial services to the City of Dubuque for a five-year period. Chief Financial Officer Jennifer Larson will make a presentation.
SUGGESTED DISPOSITION:	Receive and File; Approve; Presentation

ATTACHMENTS:

1. MVM Memo
2. Banking Financial Services_Staff memo_2024_10_28
3. City of Dubuque Banking Services RFP_2024_08_01
4. HTLF Master Treasury Management Services Agreement (12)
5. BUSINESS DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE
6. Updated Presentation-Uploaded 11.4.24
7. 25 Banking Services Presentation_2024_10_28

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Commercial Banking Services Recommendation

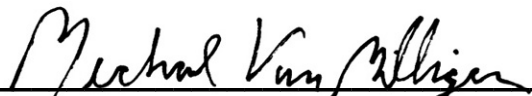
DATE: October 28, 2024

Chief Financial Officer Jennifer Larson recommends City Council approval of Dubuque Bank and Trust as the bank to provide financial services to the city of Dubuque for a five-year period. With increased interest earnings and continued reduced costs, the City is estimated to increase interest earnings by approximately \$747,427 annually.

This selection is based on their competitive fee structure, potential for high interest revenue, robust online banking capabilities, proactive fraud prevention measures, exceptional customer service, and local accessibility through multiple branch locations.

Chief Financial Officer Jennifer Larson will make a presentation and be available to answer questions.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Brian DeMoss, Finance Manager

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Commercial Banking Services Recommendation

DATE: October 28, 2024

INTRODUCTION

The purpose of this memorandum is to recommend Dubuque Bank & Trust for the City's commercial banking services.

BACKGROUND

The City of Dubuque has maintained bank accounts with Dubuque Bank & Trust since a request for proposals (RFP) for banking services was issued in 2007. To reassess our banking options, including a detailed analysis of costs, interest revenues, and potential enhancements to our financial operations, the City released a new RFP on August 6, 2024. Interested financial institutions were invited to submit their proposals by the closing date of September 3, 2024, following a Q&A period.

DISCUSSION

A total of eight financial institutions submitted proposals, including:

- U.S. Bank
- MidWest One Bank
- JP Morgan Chase
- Green State Credit Union
- Fidelity Bank
- Dubuque Bank & Trust
- Collins Community Credit Union
- Capra Bank

The RFP required a comprehensive submission addressing several criteria, including fee and interest earnings proposals, account structures, compliance with regulations, online platform capabilities, and customer support options.

The Banking Services RFP review committee consisted of the following members:

Jennifer Larson, Chief Financial Officer
Brian DeMoss, Finance Manager
Keith Strey, Finance Project Manager
Kate Weidemann, Finance Accountant
Joe Pregler, Chief Security Officer

After a thorough review, the committee invited three institutions—Green State Credit Union, Dubuque Bank & Trust, and Capra Bank—for onsite interviews, conducted between October 1 and October 3, 2024. JP Morgan Chase was excluded from consideration as they do not have a physical branch within city limits.

On October 10, 2024, after evaluating the interviews and demonstrations, the committee unanimously selected Dubuque Bank & Trust for the following reasons:

- Fee Waivers: All existing account fees would be waived.
- Interest Rate: Proposed interest rate based on the 13-Week T-Bill plus five basis points.
- No FDIC Assessment: Waiving the FDIC insurance assessment for the City's accounts.
- No Deposit Ticket Costs: Continuation of waived costs for deposit tickets.
- Online Banking Platform: Access to either the existing Q2 online banking platform or the upgraded DragonFly platform post-conversion in January 2025, featuring extensive transaction history and secure messaging capabilities.
- Fraud Prevention: Proactive fraud alerts through Elite Business Services that contact City finance staff when discrepancies in vendor payments arise.
- Customer Service Availability: Customer support beyond standard hours (Monday – Friday, 8 a.m. – 7 p.m.).
- Accessibility: Four branch locations within the corporate limits of the City of Dubuque.

Based on an average monthly collected balance of \$17,293,835 and the proposed interest rate of 4.52% (plus five basis points), the estimated annual interest revenue generated from Dubuque Bank & Trust would amount to \$790,328. This represents a significant increase of approximately \$747,427 compared to the current interest rate of 0.248%.

Dubuque Bank & Trust has consistently waived fees since 2007, ensuring no cost changes for the City.

RECOMMENDATION

I respectfully recommend awarding a five-year banking services agreement to Dubuque Bank & Trust. This selection is based on their competitive fee structure, potential for high interest revenue, robust online banking capabilities, proactive fraud prevention measures, exceptional customer service, and local accessibility through multiple branch locations.

JML

Attachment

cc: Crenna Brumwell, City Attorney
Brian DeMoss, Finance Manager
Keith Strey, Finance Project Manager
Joe Pregler, Chief Security Officer

REQUEST FOR PROPOSALS FOR COMMERCIAL BANKING SERVICES



**Issue Date
August 6, 2024**

Contents

1.0	Introduction	4
1.1	Purpose	4
1.2	Background Information	4
2.0	Administrative Information	6
2.1	Issuing Officer	6
2.2	Restriction on Communication	6
2.3	Downloading the RFP from the Internet	6
2.4	Procurement Timetable	6
2.5	Questions and Requests for Clarification	6
2.6	Amendment to the RFP	7
2.7	Submission of Proposals	7
2.8	Costs of Preparing the Proposal	7
2.9	Rejection of Proposals	7
2.10	Disqualification	7
2.11	Nonmaterial Variances	8
2.12	Reference Checks	8
2.13	Information from Other Sources	8
2.14	Bid Proposal Clarification Process	8
2.15	Public Records and Requests for Confidential Treatment	8
2.16	Copyrights	10
2.17	Release of Claims	10
2.18	Presentations	10
2.19	Evaluation of Proposals Submitted	10
2.20	Definition of Contract	10
2.21	Choice of Law and Forum	10
2.22	Restrictions on Gifts and Activities	10
2.23	No Minimum Guaranteed	11
3.0	Contract	11
3.1	Contract	11
3.2	Resulting Contract	11
3.3	Contract Length	11

4.0	Format and Content of Proposals	11
4.1	Proposal Format.....	11
4.2	Technical Proposal	11
5.0	Current Commercial Banking Services	13
5.1	Current Accounts and Services	13
6.0	Mandatory Service / Proposal Requirements.....	14
6.1	Personnel and Account Servicing.....	14
6.2	General Banking Information	14
6.3	Compensating Balance Credit / Interest Earnings on Account	15
6.4	On-Line Platform Status & Future Upgrades.....	15
6.5	On-Line Access & Cyber Security	15
6.6	On-Line User Administration	15
6.7	On-Line Check Deposit Services	15
6.8	On-Line Wire Transfer Origination Services	15
6.9	On-Line Automated Clearing House (ACH) Services	16
6.10	ACH Debit Filter	16
6.11	Positive Pay Services.....	16
6.12	Fraud Monitoring.....	16
6.13	On-Line Account Information / Reporting (1,095-day or 3 year minimum)	16
6.14	Account Analysis Services	16
6.15	On-Line user defined alerts and messages	17
6.16	Implementation/Conversion Plan.....	17
6.17	Other Financial Institution Relationships with the City	17
6.18	Other Services and Strategies	17
6.19	References	17
7.0	Evaluation of Bid Proposals	17
7.1	Introduction.....	17
7.2	Evaluation Committee	17
7.3	Evaluation Criteria.....	18
8	Disputes/Exceptions.....	18
	Attachment A – City of Dubuque Standard Terms and Conditions	19
	Attachment B – Fee Proposal	24
	Attachment C – Current City Account Analysis Data	27
	Attachment D – Sample Month Data to Compute Interest Earnings	28
	Attachment E – Insurance Requirements	29

1.0 Introduction

1.1 Purpose

The City of Dubuque, Iowa (the “City”), is requesting proposals from qualified Financial Institutions (“Financial Institutions”) for depository, cash management, and general banking services. Through this Request for Proposals (this “RFP”), the City intends to evaluate its banking opportunities, including costs analysis, as well as explore new services that could benefit the financial security and efficiencies of City operations.

1.2 Background Information

This RFP is designed to provide firms with the information necessary for the preparation of a competitive bid proposal. The RFP process is for the City’s benefit and is intended to provide the City with competitive information to assist in the selections process.

The City constitutes a political subdivision of the State of Iowa (the “State”). Dubuque 2038 is a sustainable and resilient city, an inclusive and equitable community where ALL are welcome. The City’s Vision Statement is: Dubuque 2038 has preserved our Masterpiece on the Mississippi, has a strong, diverse economy and expanding connectivity. Our residents experience healthy living and active lifestyles; have choices of quality, affordable, livable neighborhoods; have an abundance of diverse, fun things to do; and are successfully and actively engaged in the community. The City’s Mission Statement is: Dubuque city government is progressive and financially sound with residents receiving value for their tax dollars and achieving goals through partnerships. Dubuque city government’s mission is to deliver excellent municipal services that support urban living; contribute to an equitable, sustainable city; plan for the community’s future; and facilitate access to critical human services.

A High-Performance Organization (and Community) with Engaged Employees and Residents that is Data-Driven and Outcome-Focused built on the five pillars of: Creating an Equitable Community (and Organization) of Choice, Resiliency, Sustainability, Equity, Compassion, and Transparency.

Creating an Equitable Community (and Organization) of Choice

A High-Performance Organization (and Community) with
Engaged Employees and Residents that is Data-Driven and
Outcome-Focused built on the five pillars of:

Resiliency

Sustainability

Equity

Transparency

Compassion

Through Partnerships, Planning, & People

www.cityofdubuque.org

Adopted by City Council on January 16, 2024

Because the City is a local governmental unit of the State, the City is exempt from federal excise taxes and state and local sales and use taxes on the services requested within this RFP. The successful Financial Institution shall be responsible for paying any taxes incurred by the Financial Institution in connection with its performance should it be awarded the contract.

2.0 Administrative Information

2.1 Issuing Officer

The Issuing Officer, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Financial Institution.

Jenny Larson
Chief Financial Officer
City of Dubuque
50 W. 13th St.
Dubuque, IA 52001
E-mail: Jlarson@cityofdubuque.org

2.2 Restriction on Communication

From the issue date of this RFP until announcement of the successful Financial Institution, Financial Institutions shall not discuss the RFP with or contact any other representative of the City or any of the Selection Committee members except as expressly authorized by the Issuing Officer. Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Financial Institution's proposal.

2.3 Downloading the RFP from the Internet

The RFP and any addenda to the RFP will be posted on the City's website at www.cityofdubuque.org/bids. Financial Institutions are advised to check periodically for addenda to this RFP, particularly if the Financial Institution downloaded the RFP from the Internet as the Financial Institution may not automatically receive addenda. It is the Financial Institution's sole responsibility to check as frequently as the Financial Institution deems prudent for addenda to posted documents.

2.4 Procurement Timetable

The following dates are set forth for informational and planning purposes; however, the City reserves the right to change the dates to meet the City's needs.

Post notice of RFP on City website	August 6, 2024
Questions and Requests for Clarification due	August 27, 2024 4:00 PM CDT
Response to Questions	August 28, 2024 4:00 PM CDT
Closing Date for Receipt of Proposals	September 3, 2024 4:00 PM CDT
Anticipated Date to issue Notice of Intent to Award:	October 7, 2024
Anticipated Date to Begin Services:	To Be Determined

2.5 Questions and Requests for Clarification

Financial Institutions are invited to submit questions and requests for clarifications regarding the RFP. Questions or requests for clarifications must be submitted via email and received by the Issuing Officer before 4:00 PM CDT on August 27, 2024. Verbal questions will not be

permitted. If the questions or requests for clarifications pertain to a specific section of the RFP, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be posted as needed to the City's website via an addenda at www.cityofdubuque.org/bids on or before 4:00 PM CDT on August 28, 2024. The written responses will be considered part of the RFP.

2.6 Amendment to the RFP

The City reserves the right to amend the RFP at any time. Financial Institutions shall acknowledge receipt of any and all amendments in its proposal. If an amendment occurs after the closing date for receipt of bid proposals, the City may, in their sole discretion, allow Financial Institutions to amend their bid proposals in response to the amendment if necessary.

Financial Institutions may amend their bid proposals If the amendment is in writing, signed by an authorized representative of the Financial Institution, and received by the City by the time set for the receipt of proposals. Financial Institutions who submit proposals in advance of the deadline may withdraw, modify, or resubmit proposals at any time prior to the deadline for submitting proposals. Financial Institutions must notify the Issuing Officer in writing if they wish to withdraw their proposals.

2.7 Submission of Proposals

The bid proposal must be a PDF attachment **submitted via ShareFile** provided to <https://cityofdubuque.sharefile.com/r-r28e8cc4444b48228> and must be received by 4:00 PM CDT on September 3, 2024. **This is a mandatory requirement and will not be waived by the City. Any bid proposal received after this deadline will be rejected. The City is under no obligation to confirm receipt.** Each Financial Institution must furnish all information necessary for the City to evaluate its proposal by the submission deadline. Bid proposals that fail to meet the mandatory requirements of the RFP will be disqualified. Verbal information and general marketing material will not be considered by the City and shall not be submitted as part of any proposal.

2.8 Costs of Preparing the Proposal

The costs of preparation and delivery of the proposal are solely the responsibility of the submitting Financial Institution.

2.9 Rejection of Proposals

The City reserves the right to reject any or all proposals, in whole and in part, received in response to this RFP. Issuance of this RFP in no way constitutes a commitment by the City to award a contract.

2.10 Disqualification

The City may reject proposals outright for any one of the following reasons:

2.10.1 The Financial Institution fails to deliver the proposal by the due date and time.

2.10.2 The Financial Institution states that a service requirement cannot be met.

2.10.3 The Financial Institution's response materially changes a service requirement.

2.10.4 The Financial Institution's response limits the rights of the City.

2.10.5 The Financial Institution fails to include information necessary to substantiate that it will be able to meet a service requirement.

2.10.6 The Financial Institution fails to respond to the City's request for

information, documents, or references.

2.10.7 The Financial Institution fails to include any signature, certification, authorization, stipulation, disclosure, or guarantee requested in Section 4 of this RFP.

2.10.8 The Financial Institution presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.

2.10.9 The Financial Institution initiates or continues unauthorized contact regarding the RFP.

2.10.10 The Financial Institution provides any misleading or inaccurate response.

2.10.11 The Financial Institution does not, as of the date of issuance of this RFP, have a fully staffed, physical location within the corporate limits of the City. For purposes of this subsection, “fully staffed” means (a) one or more employees of the Financial Institution being physically present at the physical location during normal banking hours; and (b) such physical location is open to the public during normal banking hours.

2.11 Nonmaterial Variances

The City reserves the right to waive or permit cure of nonmaterial variances in the proposal if, in the judgment of the City, it is in the City’s best interest to do so. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Financial Institution from full compliance with RFP specifications or other contract requirements if the Financial Institution is awarded the contract. The determination of materiality is in the sole discretion of the City.

2.12 Reference Checks

The City reserves the right to contact any reference to assist in the evaluation of the proposal, to verify information contained in the proposal, or to otherwise discuss the Financial Institution’s qualifications.

2.13 Information from Other Sources

The City reserves the right to obtain and consider information from any other source concerning a Financial Institution, such as the Financial Institution’s capability and performance under other contracts.

2.14 Bid Proposal Clarification Process

The City reserves the right to contact a Financial Institution after the submission of proposals for the purpose of clarifying a proposal and ensuring mutual understanding. The City will not consider information received during the clarification process if the information materially alters the content of the proposal. An individual authorized to legally bind the Financial Institution shall sign all responses to any request for clarification. Responses shall be submitted to the City within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the proposal as noncompliant.

2.15 Public Records and Requests for Confidential Treatment

The City shall treat all information submitted by a Financial Institution as public records unless the Financial Institution properly requests that specific parts of the proposal be treated as confidential at the time of submission AND, in the opinion of the City or the City’s counsel,

the information is in fact confidential under Iowa or other applicable law. The City's release of public records is governed by Iowa Code Chapter 22. Financial Institutions are encouraged to familiarize themselves with Chapter 22 before submitting a proposal. The City will copy and produce public records as required to comply with Chapter 22 or other applicable laws, and no prior notice of the release of any public record will be provided to any Financial Institution.

Any request for confidential treatment of information must be included in the transmittal letter with the Financial Institution's proposal. For each confidentiality request, the Financial Institution must (1) enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the material as confidential; (2) provide adequate justification as to why the material should be maintained in confidence; (3) explain why disclosure of the material would not be in the best interest of the public; and (4) set forth the name, address, telephone number, and email address for the person authorized by the Financial Institution to respond to inquiries by the City concerning the confidential status of such material. Requests to maintain an entire proposal as confidential will result in the entire proposal being rejected as non-responsive. A request for confidentiality that does not comply with this section or a request for confidentiality of information or material which cannot be held in confidence as set forth herein are grounds for rejecting a proposal as non-responsive.

Any proposal submitted which contains information for which the Financial Institution is requesting confidential treatment must be conspicuously marked by the Financial Institution as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Failure to properly identify specific information as confidential shall be deemed to constitute the Financial Institution's consent to public disclosure of part or all of any such information.

If the Financial Institution designates any portion of its proposal as confidential, the Financial Institution must submit a version of its proposal labeled as "Public Copy" and from which the confidential information has been excised. The confidential information must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as reasonably possible.

If the City receives a request for information that includes information the Financial Institution has marked as confidential and the City believes it is required to release the information so intends to release such information, the City will give written notice to the Financial Institution at least seven calendar days prior to the release of the information to allow the Financial Institution to seek injunctive relief pursuant to Iowa Code § 22.8. The City shall not be required to seek injunctive relief or otherwise take any legal action for or on behalf of any Financial Institution. After seven (7) calendar days, the City may release the information marked confidential unless a court of competent jurisdiction determines the information to be exempt from disclosure under Iowa Code Chapter 22 or other applicable law.

Except as otherwise provided herein: if the Financial Institution fails to comply with the request process set forth herein; if the Financial Institution's request for confidentiality is unreasonable, as determined in the sole discretion of the City or the City's counsel; or if the Financial Institution rescinds its request for confidential treatment, then the City may release such information or material with or without providing advance notice to the Financial Institution and with or without affording the Financial Institution the opportunity to obtain an order restraining its release.

The Financial Institution's failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality the Financial Institution may have had.

2.16 Copyrights

By submitting a proposal, the Financial Institution agrees that the City may copy the proposal for purposes of facilitating the evaluation of the proposal or to respond to requests for public records. The Financial Institution consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. The City shall have the right to use ideas or adaptations of ideas which are presented in the proposals.

2.17 Release of Claims

By submitting a proposal, the Financial Institution agrees that it will not bring any claim or cause of action against the City based on any misunderstanding concerning the information provided herein or concerning the City's failure, whether negligent or otherwise, to provide the Financial Institution with pertinent information as intended by this RFP.

2.18 Presentations

Financial Institutions may be asked to make a presentation of their proposal. The presentation, if necessary, will occur at the City's offices. The determination as to need for presentations, including the location, order, and schedule of the presentations, shall be at the sole discretion of the City.

2.19 Evaluation of Proposals Submitted

Proposals which are timely submitted and are not subject to disqualification will be evaluated in accordance with Section 7 of this RFP.

2.20 Definition of Contract

The full execution of a separate written contract shall constitute the making of a contract for services, and no Financial Institution shall acquire any legal or equitable right relative to the goods or services to be provided in connection with this RFP unless and until a separate written contract, with terms and conditions acceptable to the City, has been fully executed by the City and the successful Financial Institution. By submitting a proposal, each Financial Institution acknowledges that any selection of a successful Financial Institution by the City under this RFP, including, without limitation, any verbal or written notice thereof provided by or on behalf of the City, shall not create any contractual rights or other obligations between the City and the successful Financial Institution.

2.21 Choice of Law and Forum

This RFP and any contract resulting therefrom shall be governed by the laws of the State of Iowa, without regard to its conflicts of laws provisions or applications. Changes in applicable laws and rules may affect the award process or the resulting contract. Financial Institutions are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP shall be brought in the state courts of the Iowa District Court in and for Dubuque County, Iowa or the federal courts of the Northern District of Iowa, Eastern Division, and the parties hereby irrevocably consent to the exclusive jurisdiction of said courts.

2.22 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by public employees and requires certain individuals to disclose information concerning their activities with public government. Financial Institutions are responsible to determine the applicability of the law to their activities and to comply with all relevant requirements. Pursuant to Iowa Code § 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.23 No Minimum Guaranteed

The City anticipates that the selected Financial Institution will provide services as requested by the City. The City will not guarantee any minimum compensation will be paid to the Financial Institution or any minimum level of usage of the Financial Institution's services.

3.0 Contract

3.1 Contract

The Financial Institutions proposed contract for services must be included in the submittal. It should include the City of Dubuque's Standard Terms and Conditions found in the Appendix A. The City reserves the right to either award a contract without further negotiation with the successful Financial Institution or to negotiate contract terms with the selected Financial Institution, if the City determines, in the City's sole discretion, the best interests of the City would be served by doing so.

The City reserves the right to refuse to enter into a contract with the successful Financial Institution for any reason.

3.2 Resulting Contract

The contract between the City and the Financial Institution shall be a combination of:

3.2.1 The specifications, terms, and conditions of this RFP.

3.2.2 The Financial Institutions mutually agreed upon contract.

3.2.3 The contents of the Financial Institution's proposal.

3.2.4 Any written changes or clarifications made in accordance with the provisions herein.

3.3 Contract Length

The City currently anticipates the duration of any resulting contract will be for an initial period of five (5) years. The City anticipates having the option to extend the contract upon the same or more favorable terms and conditions for up to one (1) additional three (3) year period following expiration of the initial five-year period, by providing the selected Financial Institution with written notice of its exercise of such option. The resulting contract may be terminated at the City's discretion, with or without cause, after thirty (30) days' written notice to the Financial Institution.

4.0 Format and Content of Proposals

4.1 Proposal Format

The proposal shall be submitted as a PDF document using a page size of 8.5" x 11".

4.2 Technical Proposal

The following documents and responses shall be included in the proposal in the order given below:

4.2.1 Transmittal Letter: An individual authorized to legally bind the Financial Institution shall sign the transmittal letter. The letter shall include the Financial Institution's mailing address, email address, and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter, in addition to the specific statutory basis supporting the request and an explanation why disclosure of the information is not in the best interest of the public. The transmittal letter shall also contain the name, address, and telephone number of the individual authorized to respond to the City about the confidential nature of the information. The Financial Institution shall guarantee in writing the availability of the services offered and that all proposal terms, including price, will remain firm a minimum of one hundred eighty days (180) days following the deadline for submitting proposals.

4.2.2 Table of Contents: The Financial Institution shall include a table of contents of its proposal.

4.2.3 Responses to Mandatory Service Requirements: The Financial Institution shall address each mandatory service requirement under Section 6 in this RFP. In the response, please reference each section, e.g.: 6.1, 6.2, 6.3, etc.

4.2.3.1 Describe any order, judgment, or decree of any federal, state, tribal, local, or other governmental authority barring, suspending, or otherwise limiting the right of the Financial Institution to engage in any business, practice, or activity.

4.2.3.2 A list and summary of all actual and threatened litigation, administrative or regulatory proceedings, or similar matters to which the Financial Institution or its officers have been a party.

Failure to disclose these matters may result in rejection of the proposal as non-responsive or termination of any subsequent contract. The above disclosures are a continuing requirement of each Financial Institution during this RFP process and of the successful Financial Institution during the term of any resulting contract. The Financial Institution shall also provide written notification to the City of each such matter commencing or occurring after submission of a proposal, and with respect to the successful Financial Institution, following execution of the contract.

4.2.4 Fee Proposal – Attachment B: The Financial Institution shall submit a fully detailed fee proposal as Attachment B.

4.2.4.1 There shall be no reimbursable expenses. The Financial Institution shall be solely responsible for all costs and expenses, including, but not limited to, travel, mileage, meals, lodging, supplies, training, long distance telephone, and all other costs and expenses of the Financial Institution.

4.2.4.2 The fees proposed in Attachment B shall be fixed for five (5) years from the effective date of the agreement. Thereafter, fees may be increased by no more than three percent (3%) per year; provided,

however, that new fees may be introduced upon the written mutual agreement for new services not addressed in Attachment F, or fees attributable to new statutory or regulatory requirements. **The City shall not be obligated to pay any other fee, charge, or other amount to the Financial Institution other than the fees set forth in Attachment B.**

4.2.5 Interest Earnings Proposal – Attachment D: The Financial Institution shall submit a fully detailed interest earnings proposal as Attachment D.

4.2.5.1 The interest proposed in Attachment D shall be computed using the “Sample Month Data to Compute Interest Earnings” in Attachment D. The total Interest Earnings for the month shall be provided. The calculation shall assume no change in the Federal Funds rate during the month.

4.2.5.2 Please describe your policy for crediting interest earned to demand accounts.

4.2.5.3 Daily interest should be paid on the investible balance (defined as all monies on hand each night, less minimum float if required) of the City’s interest-bearing accounts. All proposals shall state the current interest rate the Financial Institution will pay on the assumptions cited above. Please include in the proposal submission the index the Financial Institution uses as the basis for the interest rate. In addition, please provide information on whether the interest rate changes if more funds are invested with the Financial Institution and at what levels it changes.

4.2.5.4 It is important to describe the types of accounts the bank is willing to provide (i.e. market based interest checking account, sweep account, etc.) and the calculation of interest rate as a percentage of the federal funds rate and note the current rate when the bid is submitted. Please describe how the Federal fund rate is determined.

4.2.5.5 Include a minimum interest rate or floor rate the Financial Institution is willing to provide for the City.

4.2.6 Insurance Requirements – Attachment E: The Financial Institution will provide insurance which meets all requirements on the attached insurance schedule J, if selected as the Financial Institution of choice by the City. Any deviation from such requirements shall be specifically identified on the acknowledgment.

5.0 Current Commercial Banking Services

5.1 Current Accounts and Services

The City currently maintains twenty-one (21) accounts, including thirteen (13) commercial checking accounts, in order to segregate and report on funds related to its various services and programs. The average monthly balance for all 21 accounts was approximately \$48.96 million during the period of November 2023 through April 2024, as presented more thoroughly in Attachment C. A full list of all current accounts which are part of this RFP, as well as balance, volume, and count trends is included in Attachment C. All 962 current active payroll

employees (except 4) are paid via direct deposit and are allowed up to three (3) direct deposit accounts per employee. City accounts do require cash and coin operations.

6.0 Mandatory Service / Proposal Requirements

6.1 Personnel and Account Servicing

The Financial Institution must provide a dedicated relationship manager and staff capable of training and supporting all products. The dedicated relationship manager should have a strong understanding of the City's operations and sufficient decision-making authority within the Financial Institution to resolve issues.

6.1.1 Please provide a profile of the proposed assigned relationship manager and bios of all product specialists to be assigned to the City's account, including the implementation manager. Describe how the staff is organized and how the Financial Institution will meet the City's customer service needs when it needs immediate assistance with wires or other account issues.

6.1.2 Describe the availability of user guides (both for administrators and regular users), training, and customer support on an on-going basis.

6.2 General Banking Information

6.2.1 City of Dubuque Presence – Indicate if the Financial Institution has, as of the date of issuance of this RFP, a fully staffed, physical location within the corporate limits of the City. For purposes of this subsection, "fully staffed" means (a) one or more employees of the Financial Institution being physically present at the physical location during normal banking hours; and (b) such physical location is open to the public during normal banking hours.

6.2.2 Federal Reserve – The Financial Institution must have direct access to the check clearing, collection, and wire transfer services of the Federal Reserve. Please affirm.

6.2.3 Ratings – Provide ratings information from a recognized credit rating agency (e.g. Moody's, S&P Global, etc.) or financial institution rating agencies (e.g. Veribanc, Highline, etc.)

6.2.4 Financial Statements – Provide audited financial statements for the most recent three fiscal years.

6.2.5 Community Reinvestment Act (CRA) rating and rating authority – include information on the Financial Institution's CRA activity within the State and specifically within the City of Dubuque.

6.2.6 Public depository – Provide proof of current standing as an eligible public depository.

6.2.7 Collateral Policy – Provide confirmation the Financial Institution will adhere to the State's public funds collateral requirements. Iowa Code Chapter 12C, "Deposit of Public Funds", requires institutions to pledge collateral to the State Treasurer when they accept public deposits. The amount of collateral must equal or exceed the difference between the institution's public funds deposits and its total capital. The institution must also pledge eligible collateral with a custodian approved by the

State Treasurer. The institution must determine whether circumstances require it to pledge securities on a given day. The institution must also grant the State Treasurer a perfected security interest in the collateral to secure the repayment of uninsured public funds and any future assessments. The institution must ensure the State Treasurer has a valid, enforceable, first priority security interest in the collateral. The institution's acceptance of public funds also means it consents to the disposition of the collateral, assessments by the State Treasurer, and providing accurate information. The State Treasurer's Office can answer questions about Iowa's pledging process and instructions.

6.3 Compensating Balance Credit / Interest Earnings on Account

As noted in Section 5.1, the twenty-one (21) City commercial accounts had an average monthly collected balance of approximately \$48.96 million during the period of November 2023 through April 2024, as detailed more thoroughly in Attachment C. The Financial Institution must provide credit for average collected balances on deposit in all accounts to offset the Financial Institution charges for fees. Please describe how the interest rate is established and applied and **provide the monthly interest rates proposed and the calculated net interest earnings on each account listed in Attachment C from November 2023 through April 2024** which would have applied to the City.

6.4 On-Line Platform Status & Future Upgrades

Maintenance of software platforms utilized in providing services to the City is a priority. Please describe the status of the on-line banking platform to be used in providing banking services for the City, how often updates are carried out, and the timeline for planned future system upgrades.

6.5 On-Line Access & Cyber Security

The Financial Institution must provide a high level of on-line and cyber security. Please describe the security features of the Financial Institution's on-line access and cyber security protocols.

6.6 On-Line User Administration

The Financial Institution must have on-line user account set-up and maintenance for all services provided. If a City administrator(s) cannot manage access to all services, please provide a description of the services which can and cannot be managed on-line by such an administrator. The City is looking for on-line user administration functions which allow for user set-ups to be cloned and slightly modified, instead of having to set up each new user from scratch.

6.7 On-Line Check Deposit Services

The Financial Institution must provide the capability for the City to scan and deposit checks into specified accounts remotely using a digital scanner or similar device. Please describe the remote deposit process, including the deadline for same day credit deposit. Please attach availability schedules.

6.8 On-Line Wire Transfer Origination Services

The Financial Institution must provide the capability for the City to originate and manage wire transfer transactions individually and to upload multiple wire transfer transactions in batches.

Briefly describe the Financial Institution's various wiring functionalities and include the Financial Institution's deadline for accepting wiring instructions. See Attachment C for current account activity trends.

6.9 On-Line Automated Clearing House (ACH) Services

The Financial Institution must provide the capability for the City to originate and manage ACH debit and credit transactions individually and to upload multiple ACH transactions in batches. See Attachment C for current account activity trends.

6.9.1 Briefly describe the Financial Institution's ACH processing windows and deadlines.

6.9.2 Briefly describe all the ways to initiate ACH on the Financial Institution's online platform and the available security measures related to the ACH initiation.

6.9.3 Briefly describe the security measures utilized by the Financial Institution to ensure ACH debits are authorized.

6.9.4 Briefly describe the account verification services provided by the Financial Institution.

6.10 ACH Debit Filter

The Financial Institution must have the ability to set up either an ACH debit block or a debit filter on each account, as may be requested from time-to-time by the City and allow certain ACH company IDs to bypass the ACH debit blocks, if requested. Financial Institution must have the ability to set up a check clearing block on an account, as may be requested from time-to-time by the City. Please affirm.

6.11 Positive Pay Services

The Financial Institution must provide for the daily, automated receipt of payment data, including check number, issue date, amount, and payee from the City, then only clear checks which match check number, issue date, amount, and payee. Please affirm.

6.12 Fraud Monitoring

Please describe in detail the Financial Institution's fraud monitoring capabilities and protocols to identify transactions which are out of the norm or suspicious, the software and other tools used to monitor transactions, expected customer notification timelines for potential issues, and the support provided to customers to investigate potential fraud and minimize loss.

6.13 On-Line Account Information / Reporting (1,095-day or 3 year minimum)

Provide a brief description of these capabilities.

6.13.1 Same day reporting of ACH and wire receipts

6.13.2 Date range / transaction type search feature

6.13.3 Access to images of cleared checks

6.13.4 Detail of wire transfers and ACHs

6.13.5 Access to on-line deposits and check images

6.14 Account Analysis Services

The Financial Institution must document all transaction volumes and charges on an analysis

statement and provide an internal review of the analysis statements for accuracy each month prior to assessing fees. The Financial Institution must make these analyses available to the City. Please affirm.

6.15 On-Line user defined alerts and messages

The Financial Institution must provide on-line user-defined alerts and messages for critical events. Please describe how these features function.

6.16 Implementation/Conversion Plan

The Financial Institution must provide an implementation/conversion plan for the transition of services from the City's current service provider. Please provide a listing of steps, responsible parties, and the approximate duration of each step. Any one-time set-up fees, consulting fees, support fees, and other fees charged for such a transition should be included in Attachment B – Fee Proposal.

6.17 Other Financial Institution Relationships with the City

Please highlight any current relationships the Financial Institution has with the City and how each such relationship helps support the City's Vision Statement, Mission Statement, and Equitable Community of Choice, as stated in Section 1.2.

6.18 Other Services and Strategies

Please describe in narrative form those services or strategies that are not covered in Sections 6.1 through 6.16 which may benefit the City, such as process improvements and/or more efficient new technologies. This response may not exceed one single-spaced page in length.

6.19 References

Provide the entity name, contact person, telephone number, and email address for at least three (3) clients the Financial Institution currently serves. Please include references for public entities or entities of comparable size, if any.

7.0 Evaluation of Bid Proposals

7.1 Introduction

This section describes the evaluation process that will be used to determine which bid proposal provides the greatest benefits to the City. The evaluation process is designed to award the contract to the Financial Institution with the best combination of attributes to best perform the required services at the greatest benefit of the City, not necessarily to the Financial Institution of least cost.

7.2 Evaluation Committee

The City intends to conduct a comprehensive, fair, and impartial evaluation of bid proposals received in response to this RFP. An Evaluation Committee will review and evaluate the proposals. The Evaluation Committee will make a recommendation to the City Manager. No debriefing or scoring information shall be released before the City Manager or City Council has recommended that an agreement be negotiated with the recommended Financial Institution. However, after authorization has been granted to negotiate an agreement, all contents of the submitted proposals (except those properly subject to the confidentiality provisions of this RFP) shall become public information.

7.3 Evaluation Criteria

The Evaluation Committee will evaluate all proposals and make an award recommendation to the City Manager using the following criteria and general considerations:

- 7.3.1 Availability and Quality of Service** (35%) - the ability to meet the City's current and projected service requirements, capacity to provide a wide range of on-line services, the experience of assigned staff, and quality of references.
- 7.3.2 Cost** (25%) – cost per identified activity and aggregate service costs, earnings credit rate, availability of funds schedule.
- 7.3.3 Technology/Innovation** (20%) – the manner in which the Financial Institution's proposal has addressed the required items included in this RFP, including conversion/implementation plans.
- 7.3.4 Financial Strength and Stability** (15%) – the ability to demonstrate favorable capital adequacy ratio (CAR), asset quality ratio, net interest margin (NIM), and return on assets (ROA).
- 7.3.5 Completeness and Conciseness of Response** (5%) – the manner in which the Financial Institution's proposal has addressed the required items included in this RFP.
- 7.3.6 Local Purchasing Preference** - As required by Iowa Code § 23A.3, it shall be City policy to consider purchasing equipment, materials, supplies, and services from locally owned businesses located within the City of Dubuque, when the cost and other considerations are relatively equal.

8 Disputes/Exceptions

Any prospective proposer who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, any notice of award, or any notice of rejection shall set forth the specific reason(s) and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the Issuing Officer set forth in Section 2.1, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

Attachment A – City of Dubuque Standard Terms and Conditions

ACCELERATED PAY DISCOUNTS - Accelerated discounts should be so stated on the bid submittal page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices must, however, be based upon payment in net thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ADA COMPLIANCE

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Dubuque relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

ASSIGNMENT - The City and the Contractor each are hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

BID CURRENCY/LANGUAGE - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the Contract regardless of the exchange rate. All bid responses must be submitted in English.

BID FORM - Each bidder must submit an original bid and additional copies as required on the forms attached. The bidder shall correctly sign the bid, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

BID INFORMATION IS PUBLIC – The bid and all documents submitted with any bid shall become public documents subject to Iowa Code Chapter 22, which is otherwise known as the “Iowa Open Records Law”. By submitting the bid any document to the City of Dubuque in connection with a bid, the submitting party recognizes this and waives any claim against the City of Dubuque and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Dubuque and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Dubuque arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

BID REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and

formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

CONFLICT OF INTEREST - The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

CONTRACT DOCUMENTS – The Contract Documents are this Contract, the Request for Bids, the Contractor’s Bids, and the following additional documents, if any:

In the event of a dispute with respect to any term or condition in the Contract Documents, they shall be interpreted in the following order: this Contract, the Request for Bids, the Contractor’s Bids, and the following additional documents, if any:

DISPUTES - Should any disputes arise with respect to the Contract, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all Work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

INDEMNIFICATION - To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury,

sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

LAWS AND REGULATIONS - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses and regulations. Venue for any action arising out of this Contract shall be the Iowa District Court for Dubuque County, Iowa.

METHOD OF AWARDING - The City reserves the right to make awards based on the entire bid or on an item-by-item basis. However, if Contractor's bid is based on an "all or none" condition, the City may consider its bid non-responsive and reject the entire bid.

NO GIFT STANDARD - The City of Dubuque is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

NON-COLLUSION STATEMENT - Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Contractors that engage in contracts with the City of Dubuque, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, Familial status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or

orders of the City and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Dubuque expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the Work they perform.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the Contract must do so in writing in accordance with the City's Protest by bidders which is found in the City's purchasing policy

SAFETY DATA SHEETS - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Dubuque. City of Dubuque employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

SUBCONTRACTING - All Subcontractors shall be listed in the Contract or in a written amendment to the Contract.

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Dubuque or the State of Iowa.

TAXES - The City of Dubuque is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

TERMINATION OF CONTRACT - The City may terminate the Contract at any time for any reason with or without cause. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

WARRANTIES - WORK - The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract.

Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

WARRANTIES - INTELLECTUAL PROPERTY - Contractor represents and warrants that all the materials and Work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials and work. The Contractor represents and warrants that the materials and Work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. The Contractor further represents and warrants that the materials and Works does not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Work contemplated by the Contract.

Attachment B – Fee Proposal

Financial Institution to prepare and submit as Attachment B a full detailed schedule of all proposed specific fees based on information provided in this Request for Proposals. Please submit fees for the accounts provided in Attachment C that have transaction analysis provided and provide a schedule of overall fees for each service requested below.

Item	Unit Price	Total Monthly Fees	Explanation
Ongoing Current Services:			
Account Maintenance (Each Account)			
Paper Credits			
Paper Debits			
Electronic Credits			
Electronic Debits			
Deposited Items			
Deposited Items Returned			
Coin Deposits			
Currency Deposits			
Returned Check Image Copy			
Account inquiry			
Overdraft Fees			
Account Reconciliation Services			
Positive Pay Maintenance			
Positive Pay per item			
Positive Pay – Exception Items			
File Confirmation Per Email			
Online Banking			
ACH Received Item Report-Accts			
Returned Item Report			
Online Banking Current Day Detail			
Online Banking Prior Day Account			
Online Banking Prior Day Module			
Online Banking Prior Day Detail			
Online Banking Online DDA Statement			
Book Transfer Monthly Maint Acct/Internal Transfers			
Stop Payments Monthly Maint			
Stop Payments – Per Stop			
ACH Monthly Maintenance			
Image Monthly Acct. Maint			

Item	Unit Price	Total Monthly Fees	Explanation
Wire Transfers			
Wire Monthly Maintenance			
Incoming Domestic Wire			
Domestic Repetitive			
Outgoing Domestic Wire			
Internal Transfers			
ACH Service			
ACH Monthly Maintenance			
ACH Process Run			
ACH Originated Item			
ACH Received Item			
PC ACH Direct Monthly Maint			
PC ACH Direct Process Run			
PC ACH Direct Item			
ACH Block Monthly Maint Per Acct			
ACH Filter Monthly Maint Per Acct			
ACH Return Per Item			
ACH Return/NOC Emailed			
Positive Pay			
# of Check Runs: Weekly (52)			
Safekeeping (incl. reporting):			
Interest Received			
Maturities/Calls			
Investment Settlement (DVP)			
Account Maintenance			
Price to Market Report			
Banking Supplies:			
Coin Wrappers			
Standard Deposit Slip Books			
Standard business checks			
Check Stock			
Locking Bank Bags			
Miscellaneous Services:			
Night Depository Service			

Item	Unit Price	Total Monthly Fees	Explanation
Safe Deposit Box (LG)			
Courier Service			
Fee for audit confirmations			
Other Items Not Mentioned:			

Attachment C – Current City Account Analysis Data

Account	Type	Apr-24	Mar-24	Feb-24	Jan-24	Dec-23	Nov-23
City of Dubuque General	Checking w/Int	\$ 14,204,579	\$11,794,695	\$13,001,766	\$12,813,226	\$17,428,544	\$22,270,999
City of Dubuque TTEE for DBQ Solid Waste Disposal	Checking w/Int	\$10,327,336	\$9,797,827	\$9,249,182	\$10,848,299	\$12,440,985	\$11,969,190
City of Dubuque Credit Card/Merchant Services	Checking w/Int	\$7,214,848	\$6,882,528	\$6,472,564	\$6,249,428	\$5,995,249	\$5,745,561
Dubuque Initiatives	Analyzed Bus Ckg	\$100,047	\$100,026	\$106,409	\$99,949	\$96,051	\$94,201
Dubuque Initiatives Dynamic Sweep	Dynamic Sweep	\$198,581	\$200,665	\$111,713	\$19,620	\$8,131	\$2,483
City of Dubuque Ambulance Billing Lockbox	Analyzed Bus Ckg	\$2,750,717	\$2,548,649	\$2,313,198	\$2,032,946	\$1,779,299	\$1,545,410
City of Dubuque Utility Billing	Checking w/Int	\$12,291,879	\$10,433,633	\$8,200,423	\$9,799,608	\$9,550,080	\$7,545,586
City of Dubuque Cable Franchise Equip Fund	Savings	\$1,210,241	\$1,210,190	\$1,210,166	\$1,210,170	\$1,210,119	\$1,210,069
City of Dubuque Housing Services Pop Fund	Business Savings	\$512	\$512	\$512	\$512	\$512	\$512
City of Dubuque Street & Garage Charity Fund	Business Savings	\$550	\$550	\$550	\$550	\$550	\$550
City of Dubuque Street & Garage Charity Fund	Money Market	\$419	\$436	\$400	\$269	\$334	\$349
City of Dubuque Police Forfeiture Fund	Savings	\$150,270	\$150,263	\$150,257	\$150,251	\$150,245	\$150,239
City of Dubuque Employees Lounge Committee	Money Market	\$660	\$676	\$692	\$708	\$725	\$741
City of Dubuque Tyler Credit Card	Checking w/Int	\$3,898,088	\$3,099,453	\$2,093,413	\$1,278,455	\$549,992	\$27,755
Dubuque Initiatives Childcare Wage Enhancement Pro	Analyzed Bus Ckg	\$229,798	\$228,524	\$96,358	\$66,290	\$11,290	\$0
City of Dubuque Fire Station 4	Business Checking	\$205	\$156	\$153	\$102	\$218	\$264
City of Dubuque Police Unclaimed Funds	Checking w/Int	\$106,535	\$116,421	\$130,101	\$138,564	\$256,104	\$351,142
City of Dubuque Oakview 360 Event	Checking w/Int	\$83,445	\$83,442	\$83,438	\$83,435	\$83,431	\$83,428
City of Dubuque Oakview 360 Operating	Checking w/Int	\$263,040	\$258,915	\$413,597	\$327,645	\$240,893	\$289,224
City of Dubuque Oakview 360 Capital	Checking w/Int	\$256,978	\$256,967	\$256,957	\$258,643	\$263,511	\$263,500
City of Dubuque Switch Escrow	Checking w/Int	\$399,754	\$399,811	\$399,872	\$399,917	\$399,971	\$400,006
		\$ 53,688,482	\$ 47,564,339	\$ 44,291,721	\$ 45,778,587	\$ 50,466,234	\$ 51,951,209

Account	Apr-24						Mar-24					
	# of Checks		Wires				# of		Wires			
	Checks Written	Deposited	ACH Credits	ACH Debits	Initiated		Checks Written	Deposited	ACH Credits	ACH Debits	Initiated	
City of Dubuque General	333	1628	115	42	4		340	806	118	45	1	
City of Dubuque TTEE for DBQ Solid Waste Disposal	0	168	29	1	0		0	124	26	1	0	
City of Dubuque Credit Card/Merchant Services	2	280	348	38	0		2	266	306	22	0	
Dubuque Initiatives	11	2	2	1	0		6	1	2	1	0	
City of Dubuque Ambulance Billing Lockbox	0	32	65	9	0		0	39	79	18	0	
City of Dubuque Fire Station 4	0	0	0	2	0		0	0	0	2	0	
City of Dubuque Police Unclaimed Funds	2	0	0	0	6		1	0	0	0	0	
City of Dubuque Oakview 360 Operating	59	11	22	17	0		60	23	17	15	0	
City of Dubuque Utility Billing	0	5054	29	0	0		1	5737	28	0	0	

Attachment D – Sample Month Data to Compute Interest Earnings

Weekday	Day of Month	Daily Collected Balance
Beginning:		\$ 16,368,697
Monday	1	15,038,675
Tuesday	2	15,905,344
Wednesday	3	14,762,252
Thursday	4	14,762,252
Friday	5	14,595,070
Saturday	6	14,595,070
Sunday	7	14,595,070
Monday	8	13,188,615
Tuesday	9	11,910,004
Wednesday	10	11,214,668
Thursday	11	11,077,292
Friday	12	9,877,863
Saturday	13	9,877,863
Sunday	14	9,877,863
Monday	15	9,235,461
Tuesday	16	9,818,215
Wednesday	17	9,568,634
Thursday	18	8,554,194
Friday	19	23,124,360
Saturday	20	23,124,360
Sunday	21	23,124,360
Monday	22	7,900,452
Tuesday	23	8,331,324
Wednesday	24	7,547,764
Thursday	25	15,453,562
Friday	26	13,619,129
Saturday	27	13,619,129
Sunday	28	13,619,129
Monday	29	14,575,261
Tuesday	30	14,575,261
Wednesday	31	13,980,247

Total Interest earnings for month: \$ _____

Assumes no change in Federal Funds rate during the month

Attachment E – Insurance Requirements

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #__ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub- subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to certificate of insurance.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits, then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:

The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
-----------------------	-------------

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa Coverage	
B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement. Coverage B

limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE J (continued)

D)	UMBRELLA/EXCESS LIABILITY	\$1,000,000
-----------	----------------------------------	--------------------

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY

- | | | |
|----|------------------------|--------------|
| 1) | Directors and Officers | \$20,000,000 |
|----|------------------------|--------------|

Provide evidence of coverage for 5 years after completion of project.

F)	CYBER LIABILITY	\$20,000,000
-----------	------------------------	---------------------

Coverage for First- and Third-Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

G)	FINANCIAL INSTITUITOIN BOND	\$20,000,000
-----------	------------------------------------	---------------------

H)	WIRE TRANSFER LIABILITY	\$20,000,000
-----------	--------------------------------	---------------------

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

Signature Agreement to Master Treasury Management Services Agreement

This Signature Agreement to Master Treasury Management Services Agreement (“Signature Agreement”) is entered into by and among the undersigned Customer (“Customer”) and the division of HTLF Bank shown below in the “Contact Us” section (“Bank”) as of the date accepted and agreed by Bank below (“Effective Date”). By executing this Signature Agreement or enrolling in and using any of the Services, Customer hereby agrees to the terms of the Master Treasury Management Services Agreement, including the Service Terms for each Service enrolled in and/or used by Customer, and any corresponding Documentation implemented for use of the Services, which collectively establish the terms of the Master Treasury Management Services Agreement, as amended from time to time (the “Agreement”). The Agreement hereby amends and replaces in full any prior agreements between the Customer and Bank with regard to the Services and the Agreement shall apply to all Services used by Customer, whether such Services are being enrolled in and used by Customer as of the Effective Date or in the future. Customer may be required to sign additional agreements or Documentation and is required to designate at least one Administrator to execute such Documentation and implement the Services before certain Services will be made available to Customer. Any capitalized terms used but not defined herein shall have the meaning as set forth in the Agreement.

Affiliates. By executing this Signature Agreement, Customer, each Affiliate of Customer listed (if any), and Bank agree that each such Affiliate shall have all of the rights and obligations of, and shall for all purposes be a party under the Agreement as a “Customer.” An “Affiliate” is any entity that is directly or indirectly controlled by, controlling, or under common control with the Customer. Customer represents, warrants and covenants to Bank that (i) each entity executing this Signature Agreement as an Affiliate meets the definition of “Affiliate” and shall continue to meet such definition as long as the entity receives or uses the Services in connection with Customer, (ii) the individual executing this Signature Agreement is duly authorized to execute this Signature Agreement on behalf of each Affiliate, and (iii) each Affiliate hereby agrees to be bound by the terms of this Signature Agreement and the Agreement for the use of the Services.

Additional Services. If Customer adds or implements Services in the future, those Services will also be covered by the terms and conditions contained in the Agreement. Bank may change the terms and conditions of Services provided under the Agreement from time to time, and Customer’s continued use of the Service constitutes Customer’s acceptance of the change.

Execution. This Signature Agreement may be executed in two or more identical counterparts (whether by electronic signature, in facsimile, in PDF or original), each of which shall constitute an original as against the party whose signature appears thereon, and all of which together shall constitute one and the same instrument. If Customer executed this Agreement in electronic format using an electronic signature, Customer agrees that Customer’s electronic signature on this Agreement demonstrates Customer’s intent that this Agreement be legally valid and enforceable in accordance with its terms, and that Customer’s electronic signature will have the same effect as Customer’s signature on a paper document.

IN WITNESS WHEREOF, this Signature Agreement and the Agreement is agreed to and executed by the Customer, each Affiliate, if any, and Bank as of the date first set forth above and shall be deemed to be effective as of such date (“Effective Date”); provided, that any Service shall not be effective or provided until Bank has notified Customer that the Services are implemented and active for use.

CUSTOMER: _____

TIN: _____

Authorized Officer Signature: _____

Name: _____

Title: _____

Email: _____

This Agreement includes the following Affiliates:
If authorized officer of the Affiliate listed below, is different than Customer listed above, obtain signature from authorized officer from Affiliate below.

Affiliate Name:	Tax ID No.:	Authorized Officer different than Customer Signer:
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐
_____	_____	☐

Signing as a duly authorized officer or agent of each of the Affiliates listed above:

Authorized Signature: _____

Print name: _____

Print title: _____

MASTER TREASURY MANAGEMENT SERVICES AGREEMENT

Accepted and Agreed by Bank as of _____
_____:

This Master Treasury Management Services Agreement ("**Agreement**") is made by and between the "Bank" and the "**Customer**" identified on the **Signature Agreement**. The Bank and Customer shall also be referred to herein as a "**Party**" or collectively as the "**Parties**".

The General Terms and Conditions and the Services of the Agreement are governed and set forth in the following Schedules:

Contents

Affiliate Name:	Tax ID No.:
Authorized Officer different than Customer Signer: 2	
Schedule 1: GENERAL TERMS AND CONDITIONS.....	1
Schedule 2 : INTERNET BANKING SERVICES.....	17
Schedule 3: ELECTRONIC INFORMATION REPORTING	18
Schedule 4: WIRE TRANSFER SERVICES.....	19
Schedule 5: ACH ORIGINATION SERVICES.....	22
Schedule 6: Business Bill Pay.....	28
Schedule 7: POSITIVE PAY AND ACH BLOCK / FILTER...	30
Schedule 7: SWEEP SERVICES.....	33
Schedule 8: REMOTE CHECK PROCESSING.....	38
Schedule 9: LOCKBOX SERVICES	43
Schedule 10 : ZERO BALANCE ACCOUNTING ("ZBA") SERVICES	44
Schedule 11: Currency Vault Services.....	46
Schedule 12: TERMS FOR MULTI-ENTITY CUSTOMER RELATIONSHIPS	49
CONTACT US.....	52

and any applicable Documentation (collectively, the "**Treasury Management Services Terms and Conditions**"). Customer hereby agrees to be bound by,

and any reference to this Agreement shall be deemed to include, the Treasury Management Services Terms and Conditions. To the extent any terms or provisions of this Agreement directly conflict with the terms or provisions of such additional agreements or Documentation, the terms and provisions of this Agreement shall control with respect to the Services described herein. Unless otherwise provided, to the extent any provisions of the terms set forth in Schedule 1 directly conflict with any other Schedule, the provisions of such other Schedule shall control with respect to the Services covered by that Schedule.

Schedule 1: GENERAL TERMS AND CONDITIONS

The General Terms and Conditions shall apply to the terms of the Services provided under this Agreement in the following Schedules or other addendum or schedule incorporated herein by reference. Customer also agrees that the Accounts to which the Services apply are governed by the agreement entitled "Business Deposit Account Agreement and Disclosure" (the "**Account Terms**"). Customer agrees to maintain an Account during the Term of this Agreement with an adequate Available Balance for the Services used by Customer. Customer expressly agrees that any dual or multiple signature requirements established for any Account shall not apply to the use of any Services. Except as otherwise provided herein, where any terms and conditions contained in the Account Terms or any other agreement between the Parties conflict with the terms of this Agreement, the terms of this Agreement shall control unless such separate agreement to which Bank is a party expressly provides that its terms shall prevail over the terms of this Agreement.

1. Services. Subject to the terms and conditions of this Agreement and upon Bank's receipt of the required Documentation and final approval and implementation by Bank, the Bank will provide Customer with those Services as requested by Customer. Except as otherwise specifically provided in this Agreement, any changes requested by Customer shall not be effective unless the Bank has a reasonable amount of time to implement the requested amendments, revisions or modifications. Customer shall only use the Services, including the

origination of any wire or other electronic funds transfers, as principal, and shall not execute Transactions of any Services as agent on behalf of a third party that is not party to this Agreement (including any Affiliate) unless otherwise agreed by Bank in writing.

2. Authority of Administrator(s); Authorized Persons.

Any Administrator(s) designated by Customer in the Documentation shall have access to all of Customer's Accounts, and full authority to access and use the Services and System (defined below) on behalf of Customer, including adding and removing Services; the authority to select and change Security Procedures (defined below); request the issuance or re-issuance of Administrator usernames, passwords, access devices and other Security Procedures; access and use all of the features of the System and the Services; enable, set parameters for the use of or disable any Customer controlled features of the System and each Service; use the System and Services to issue, activate, limit, or de-activate one or more usernames, passwords and other Security Procedures which may be used to access and use one or more features of the System and the Services. Any Administrator shall also have the authority to authorize other persons to access and use one or more features of the System and the Services, up to and including the same rights granted to an Administrator named in this Agreement and described herein, including, but not limited to replacement of any Administrator, (each such person provided or given access to any such username or password collectively referred to as "Authorized Persons"). Bank may, in its sole discretion, limit the authority of an Administrator to change, remove or adopt alternative Security Procedures and may require a separate waiver or agreement be signed by another authorized individual at Customer. Bank may rely upon and act upon Instructions submitted over the System as well as oral or written Instructions and requests reasonably believed by the Bank to be from any designated Administrator and any Authorized Person. Bank has no duty to monitor the addition or removal of Administrators or an Authorized person as such authority and actions are within the authority granted to an Administrator to manage Services on behalf of Customer.

3. Term, Termination. This Agreement shall remain in effect until terminated in the manner provided in this Agreement (the "**Term**"). Either Party may terminate this Agreement or any or all Services upon thirty (30) calendar day's prior written notice to the other Party. The Bank may also terminate this Agreement in its entirety, or terminate or suspend any specific Service, without advance notice to Customer in the event that any of the following occurs: (a) any breach or default by Customer under the terms of this Agreement; (b) any breach or default under the terms of any other note, obligation, mortgage, assignment, guaranty, other agreement, or other writing to which Customer is a party; (c) an Act of Insolvency or the dissolution, liquidation, merger or consolidation of Customer; (d) any assignment for the benefit of creditors of Customer; (e) any commencement of any proceeding under any bankruptcy, insolvency, receivership, dissolution, liquidation or similar law by or against Customer; (f) the issuance or levy of any writ, warrant, tax lien, attachment, garnishment, execution or other process against any property of Customer; (g) any statement, representation or warranty made by Customer (or any representative of Customer) to the Bank at any time shall be incorrect or misleading in any material respect when made; (h) there is a material adverse change in the condition (financial or otherwise), business or property of Customer; (i) the Bank receives notice of allegations or information, without any duty of further inquiry or verification, that Customer has used any Service in violation of Applicable Laws, or (j) the Bank shall in good faith believe that the prospect of due and punctual payment or performance of Customer's obligations under this Agreement is impaired or the Bank may otherwise incur Losses.

Upon termination of this Agreement, Customer may no longer use the Services and the Bank may decline any Services to be used by or on behalf of Customer or by any Authorized Person to initiate any transactions with respect to Customer's Accounts. Following termination, neither Party shall have any further obligations under this Agreement, except that: (i) Customer shall remain liable for any Transactions initiated by Customer using any Service and any other liabilities or obligations arising out of Customer's use of any Service that have not been paid, satisfied or otherwise performed prior to

termination, and any Transactions that are permitted after the effective date of termination; in each case to the extent provided by the terms of this Agreement; and (ii) the rights, duties, obligations and liabilities of the Parties pursuant to Sections 10, 15, 23, 24 and 27 shall survive and remain in effect following termination.

4. Systems and Access to Services.

(a) Systems. Each Service may be provided using a System as offered by Bank from time to time, and Customer will access through the internet using Customer's own computers, Customer's own internet browser software and Customer's own internet service provider or other internet access point selected by Customer. Each Customer computer and internet browser used with any Service or to access the System must meet or exceed the specifications set forth on the Bank's website and other Implementation Materials made available to Customer, if any. Customer is solely responsible for the selection, purchase, license or lease, maintenance, upgrade, security, and any error, failure or malfunction of Customer's computers, operating systems, internet browser software, virus software, firewalls, internet service providers or other internet access points, and internal and external communication lines and wireless communication systems, none of which shall be deemed part of the System made available by the Bank. Customer is solely responsible for the security of and access to any such computers, systems and Security Procedures used by Customer to access the Services and Customer's Accounts. Customer acknowledges that computer, operating system and internet browser specifications may change from time to time and that Customer is solely responsible for maintaining or upgrading its computer, operating system and internet browser software in response to any changes in specifications. While Bank will use commercially reasonable efforts to make the Systems available at all times, one or more of the Systems may be temporarily unavailable for a variety of reasons (e.g., maintenance, periods of high volume, system outages, unauthorized activity or other events beyond Bank's control) and Customer agrees that Bank will not be liable if a System is not available for use at any time. Customer shall select in the Documentation for a particular Service the System(s) used as a means of communicating with Bank.

Information and Instructions may be sent and received by Customer using such System.

(b) Third Party Links. *Third-Party Links*. The System may contain links to the websites of third parties ("**Linked Sites**") or provide the opportunity to use or access third-party software or services that are not part of the Services ("**Third-Party Software**") offered by a third party other than a Vendor (a "**Third-Party Vendor**"). Bank does not endorse or assume any responsibility for any Linked Sites or Third-Party Software and makes no representations or warranties whatsoever with respect thereto. Customer is solely responsible for its use of any Linked Sites or Third-Party Software and agrees that it must look to the Third-Party Vendor, and not Bank, for any content, services and any problems or claims related to its use of the Linked Sites or Third-Party Software, including any security or data breach.

(c) Mobile Apps. Bank may offer applications that Customer and its Users can download to access certain Systems through the use of a supported wireless device, such as a smartphone or tablet device ("**Mobile Apps**"). Customer agrees that, where required, the acceptance by its Users of terms of use or software associated with the use of a Mobile App is authorized by Customer and will be binding on Customer and each User. Bank is not responsible for any charges that Customer or its Users may incur from their telecommunications carrier in connection with use of a Mobile App. Customer acknowledges that the use of Mobile Apps presents unique risks, including the loss or compromise of a mobile device with a Mobile App and increased exposure to potential unauthorized access and to malware and similar software. Customer assumes all risks arising from the use of Mobile Apps by its Users and accepts responsibility for managing the security of its Users' mobile devices to combat these risks.

5. License, Representations and Warranties of Bank.

During the Term of this Agreement, Customer has a non-exclusive License to use the System and all related System software ("**Software**"), and all Implementation Materials, as in effect from time to time (collectively, "**Proprietary Data**") solely for the purpose of using the System and related Services in accordance with the terms and conditions of the Agreement. Customer acknowledges that the System

may be operated by or include Software or other Proprietary Data owned and copyrighted by third parties and is being made available or sub-licensed to Customer by the Bank, subject to the terms, conditions and limitations of the Bank's service and license agreement with such third parties. Customer acknowledges that it is not purchasing title to any Software or Proprietary Data, that such Software and Proprietary Data may not be copied or used independently of the System or related Service, and that no third party provides any support services, upgrades or technical assistance in connection with the software owned by it. Customer agrees not to decompile or reverse engineer any code contained in any Software. The Bank shall not be responsible for any computer virus or related problems that may be associated with the use of the System.

BANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SYSTEM, EACH SERVICE AND ANY SOFTWARE AND PROPRIETARY DATA; WHICH ARE PROVIDED "AS IS." EXPRESS, IMPLIED OR STATUTORY INCLUDING WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO THIRD PARTY PROVIDER OF THE SYSTEM OR ANY SERVICE, SOFTWARE OR PROPRIETARY DATA MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THE AGREEMENT, NO PROVISION OF MARKETING OR SALES MATERIALS AND NO STATEMENT MADE BY ANY REPRESENTATIVE OF BANK OR A SUPPLIER IN CONNECTION WITH THE SERVICES, ANY SOFTWARE OR SYSTEM OR THE AGREEMENT, SHALL CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

- 6. Fee Schedule.** Unless otherwise agreed by Bank with Customer in writing, Customer agrees to compensate the Bank for each Service in accordance with the Bank's Fee Schedule, which may change from time to time, and for any other fees and charges not covered under such fee schedule for any Customer requested or required special service or handling (collectively, the "**Fees**"). Customer hereby acknowledges receipt

of the Bank's Fee Schedule in effect as of the Effective Date. Unless other arrangements are made for payment of the Fees, Bank will automatically debit an Account in the amount thereof when due. Unless otherwise agreed in writing with Bank, any amendments to the Fee Schedule or new Fee Schedule provided by Bank shall be effective upon notice to Customer including notice sent electronically or posted to the System for the use of Services and view Account information. Customer understands that utilization of Services may cause Customer to incur charges and fees imposed by third parties, including, without limitation, charges imposed by any third-party telecommunication provider. Customer agrees that Customer will pay all additional charges in connection with or otherwise resulting from Customer's use of the Services.

7. Security Procedures.

(a) Commercially Reasonable Security Procedures. Customer will use the System, Services, and Software in accordance with the terms of the Agreement, including any Security Procedures offered and implemented by Bank in connection with the Services and as may be set forth in the applicable Product Enrollment form and Assignment of Security Procedures. Customer has reviewed the Security Procedures offered and recommended by Bank and agrees that such Security Procedures are commercially reasonable and suitable for Customer with respect to authentication of Customer's Payment Orders and other Instructions based upon Customer's intended use of the Services as communicated to Bank, including the size, type, frequency and volume of Customer's Payment Orders. The Security Procedures are designed to verify the authenticity of, not to detect errors in, Customer's Payment Orders and other Instructions, and Bank has no obligation to detect errors in Customer's Payment Orders and other Instructions. Any Payment Orders or other Instructions communicated to Bank in Customer's name in compliance with the Security Procedures, and all access to and use of Channels and other Services using the Security Procedures assigned to Customer, are considered authorized by Customer and enforceable under the terms of the Agreement if accepted by Bank in good faith. Customer agrees that failure by Bank to use or comply with any Security Procedure shall not excuse Customer from its

obligation to pay Bank the amount of any Payment Order made or authorized by the Customer or for which Customer is otherwise liable. Bank may implement different or additional Security Procedures for use by Customer from time to time upon notice to Customer, and Customer's continued use of the Services and implementation of those additional Security Procedures shall be Customer's agreement to such Security Procedures. Unless expressly stated otherwise in the Documentation, Bank will have no obligations under the Security Procedures and Customer agrees that failure by Bank to use any Security Procedures shall not excuse Customer from its obligation to pay Bank for the amount of any Payment Order made or authorized by Customer or for which Customer is otherwise liable.

(b) Rejection or Waiver of Security Procedures. If Customer chooses to communicate any Payment Order to Bank in a manner that varies from the Security Procedures, then Customer agrees to be bound by and pay for such Payment Order accepted by Bank in good faith, whether or not authorized, and Customer will be deemed to have refused the Security Procedures that Bank offers and recommends as commercially reasonable. However, Bank has no obligation to accept any Payment Order that is not communicated in compliance with the Security Procedures, and Bank shall not be responsible for refusal to act upon any Payment Order received which does not comply with the Security Procedures. Customer agrees that requesting that all or any part of any Security Procedure be curtailed, deactivated or otherwise modified, it has elected not to use other commercially reasonable Security Procedures or Security Procedures that are commercially reasonable if used without curtailment, deactivation or modification. Except as otherwise required by Applicable Laws, Customer agrees to be bound by and liable for all Transactions initiated using the Services and Security Procedures selected by Customer in the Schedules to this Agreement, including Transactions initiated using a Security Procedure that has been curtailed, deactivated, or otherwise modified or adopted by or at the request of Customer, and all such Transactions shall be deemed authorized regardless of whether such Transaction was initiated by Customer or any other person authorized to act by or on behalf of Customer. Customer acknowledges

and agrees that Security Procedures are in addition to and do not limit or otherwise revoke or restrict any separate Customer authority of any Authorized Person, any Administrator or other person (whether by course of dealing or otherwise) to authorize any action, Transaction or communication or otherwise act on behalf of Customer. Bank may also, from time to time, implement additional verification and identification steps, factors or procedures as it may deem necessary or appropriate, as an amendment to any Security Procedure selected by Customer or as an additional Security Procedure available to Customer; provided, that, no such amendment or adoption of a Security Procedure shall constitute an admission or other evidence that a Security Procedure was not commercially reasonable as and when previously selected by Customer.

(c) Safeguarding Security Procedures. Customer will establish and maintain the confidentiality of and security and control over those aspects of each Security Procedure communicated or entrusted to or created, established or selected by Customer, including but not limited to any identification codes, usernames, voice retrieval codes, passwords, access cards, access devices or code or password generating devices; all electronic, paper or other media on which any of the foregoing are maintained, recorded or stored, and each computer used to access the System or any Service. Customer further agrees that each person that is provided access or control over any of the foregoing shall be an Authorized Person and fully authorized to initiate Funds Transfers and other Transactions and use the, System, Services, and related Security Procedures as an authorized agent of Customer. If Customer believes that any Security Procedures have become lost, compromised or known to any unauthorized person, Customer shall immediately disable such Security Procedures and provide telephone notice to the Bank, followed by written notice.

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT CERTAIN RISKS ARE INHERENT IN THE TRANSMISSION OF OR PROVIDING ACCESS TO INFORMATION OVER THE INTERNET AND THERE CAN BE NO ASSURANCE THAT INQUIRIES OR TRANSACTION ACTIVITY WILL BE COMPLETELY SECURE OR FREE FROM DELAYS, MALFUNCTIONS, OR OTHER INCONVENIENCES GENERALLY

ASSOCIATED WITH THIS ELECTRONIC MEDIUM. THE BANK MAKES NO REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT THAT A SECURITY PROCEDURE WILL BE EFFECTIVE AND, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAWS, THE BANK SHALL NOT HAVE ANY LIABILITY FOR THE BREACH OF A SECURITY PROCEDURE OR THE INTEGRITY OF ANY SYSTEM, OR ANY SERVICE.

(d) Transaction Monitoring. Bank may, in its sole discretion, implement internal monitoring systems to evaluate Customer Transactions and the risk of possible fraudulent activity. Such Transaction monitoring is part of Bank's internal processing and is not a component of the Security Procedures, and Customer agrees that the Security Procedures will be considered commercially reasonable regardless of whether they incorporate information from Transaction monitoring. Customer agrees that Bank may process Payment Orders and other Instructions verified by the Security Procedures and Bank will be considered to have acted in good faith and in compliance with the Security Procedures, regardless of the results of Transaction monitoring, including the detection of possible fraudulent activity; provided that Bank does not have actual knowledge that the Transaction is unauthorized and a reasonable opportunity to act on that knowledge. However, Bank reserves the right to reject Payment Orders and other Instructions verified by the Security Procedures in the event Bank identifies a risk of possible fraudulent activity and Bank shall not be responsible for its refusal to act upon any Payment Order or other Instructions based upon the results of Transaction monitoring.

(e) Access Through Third-Party Vendor. In certain instances, Bank may allow Customer to access the System, and other Services accessible to Customer through the System, by signing on through a Third-Party Vendor's internet site without logging in using the Security Procedures (referred to as "**Single Sign-On**" or "**SSO**"). Any SSO will be subject to the Third-Party Vendor's terms of use. In the event Customer accesses the System using SSO, Customer agrees that it has waived use of the Security Procedures to access the System, and that Bank may accept and act upon Instructions received using Security Procedures assigned to Customer following Customer's use of SSO. All use of the System and Instructions submitted

subsequent to SSO from a Third-Party Vendor's internet site will be deemed to have been authorized by Customer. Bank is entitled to rely upon, and treat as authorized and binding on Customer, each Instruction sent to Bank through the System by a User using the Security Procedures assigned to a User subsequent to SSO from a Third-Party Provider's internet site.

8. Protection Against Fraud and Unauthorized Transactions. It is Customer's responsibility to protect: (i) Customer's Account number(s) and other information related to Customer's Account; (ii) any access device or Security Procedures Bank provides for Customer's Account (such as a debit card) or equipment that may allow access to an Account; and (iii) Check stock and other paper Items. An unauthorized person's access to Customer's Account number may alone be sufficient to allow that person to initiate Unauthorized Transactions. Customer acknowledges that there is a growing risk of Losses resulting from Unauthorized Transactions. Bank offers services that help control the risk from unauthorized Items. Additionally, Bank strongly recommends that Customer impose a dual-control environment, maintain up-to-date virus protection software and firewalls, update employee access when employment is terminated or an employee is reassigned, and use a stand-alone personal computer for all online banking and activity for the origination of Payment Orders. If Bank has expressly recommended that Customer implement one or more of the services or controls listed above (or any other Service or control related to fraud prevention that Bank offers after the Effective Date of the Agreement) and Customer either decides not to use the recommended Service or fails to use the recommended Service in accordance with the applicable Service description or other documentation applicable to the Service, Customer will be treated as having assumed the risk of any Losses that could have been prevented if Customer had used the recommended Service in accordance with the applicable Service description or applicable documentation. As a result: (1) Customer will be precluded from asserting any claims against Bank with respect to any Unauthorized Transactions occurring in Customer's Accounts that the product or Service was designed to detect or deter, and (2) Bank will not be required to re-credit Customer's Account

or otherwise have any liability for such Unauthorized Transactions.

9. Electronic Statements; Email Communication; Reconciliation; Error Reporting.

(a) Electronic Statements. Customer will notify the Bank immediately upon detection of any incorrect or erroneous transmission, Unauthorized Transaction, dispute, irregularity, signature issues, alterations, discrepancy or other communication or similar matter (each, an “**Error**”) request or other unauthorized communication. If Customer has elected to receive statements electronically (“**Electronic Statements**”) for any Accounts used with any Service or has selected a Service that gives Customer access to Account statement and Transaction information, Customer must promptly and regularly access and review each Electronic Statement and accompanying items and other Account statement and Transaction information and immediately notify the Bank in writing of any Error. The Bank may, at the Bank’s option, deliver disclosures, notices and other information to Customer electronically as part of an Electronic Statement or otherwise using the Service. Any applicable time period within which Customer must notify the Bank of Errors, shall begin on the earlier of (a) the date an e-mail is sent notifying the Customer of the availability of the Electronic Statement or other on-line Transaction confirmation or acceptance that first includes the Transaction or item in question, or (b) if the Customer has selected a service that allows Customer access to daily Transaction information, the first date on which the Transaction information or item is available on the System. Customer agrees to notify Bank immediately of any change to the e-mail address to which Electronic Statement notices are to be delivered. Customer should not rely on e-mail to communicate with the Bank immediately – for example, if Customer needs to report an Error from one of its Accounts or if Customer needs to stop a payment that is scheduled to occur. If Customer sends the Bank an e-mail message at the email address provided by Bank for the receipt of such notices, the Bank will be deemed to have received it on the following Business Day. Once received, the Bank will have a reasonable time to act on Customer’s e-mail. Customer agrees that the Bank may respond to it by electronic mail with regard to any matter

related to a Service, including responding to any claim of unauthorized electronic funds transfer that Customer makes. Customer acknowledges that unencrypted e-mail is not a secure form of communication and that Customer’s complete Account numbers, tax identification numbers or other confidential information should not be included in any unencrypted e-mail transmissions to the Bank.

(b) Customer Information Review. Customer is responsible for monitoring its use of the Services and all activity in its Accounts with Bank. Information regarding Transactions with the Services is reported on Customer’s periodic Account statement and is available through any online reporting or inquiry functionality or Services. Depending upon the Services that Customer uses, Customer will have access to Account and Transaction information on a prior day, intraday and/or real time basis. Account and Transaction information changes frequently and is subject to updating, verification and correction. Bank assumes no responsibility for Customer’s reliance on any Account or Service information reported on an intraday or prior day basis that is subsequently updated, verified or corrected. Customer understands and agrees to: (i) regularly review the Account and Transaction information (including Electronic Statements) that Bank makes available to Customer; and (ii) notify Bank as soon as reasonably possible of any Error

(c) Error Reporting. Customer understands that the nature of certain Transactions and Applicable Laws relating to certain Services require that Customer provide Timely Notice (defined below) of an Error in order to preserve or exercise rights against third parties that may have been the beneficiary of such Error. “**Timely Notice**” is defined as notice provided to Bank: (a) on the same Business Day with respect to any Payment Order (including any electronic funds transfer and any form of real-time payments), (b) the next Business Day for other Transfers, or (c) within fourteen (14) days for any other Instruction, transaction or Service (ninety (90) days in the case of Fees), following the date on which such information is sent by Bank or otherwise made available to Customer. If Customer fails to provide Timely Notice to Bank of any Error, then Customer shall be precluded from asserting such Error against Bank.

The Timely Notice requirement does not limit Bank's or Customer's rights to attempt to collect on unauthorized or fraudulent Transactions from other banks. Notwithstanding the forgoing, Bank reserves the right, in its sole discretion, to adjust Transaction records for good cause after the expiration of the Timely Notice time periods.

(d) Unauthorized Requests or Instructions. The Customer is solely responsible for all requests received by the Bank. If at any time the Customer suspects that an unauthorized request has been made or that Security Procedures assigned to Customer have or may have become known to any unauthorized person or party, THE CUSTOMER MUST IMMEDIATELY PROVIDE TELEPHONE NOTICE TO TREASURY MANAGEMENT SUPPORT AT THE PHONE NUMBER INDICATED ON THE "CONTACT US" PAGE AT THE END OF THIS AGREEMENT. BANK MAY REQUIRE WRITTEN CONFIRMATION AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF BUSINESS DAY, AFTER TELEPHONE NOTIFICATION TO THE ADDRESS AS SET FORTH ON THE CONTACT US PAGE BELOW.

10. Limitations of Liability and Indemnification.

Notwithstanding any provisions of the Agreement providing to the contrary, Bank's liability to Customer for failure to exercise ordinary care resulting in a delay in executing, improper execution of, or failure to execute a transaction constituting a Payment Order (as defined in the UCC) shall be limited to an amount equal to interest losses attributable thereto, however, the Bank's liability to Customer for any loss or damage arising from or relating to the Agreement or any of the Services that are outside the scope of Article 4A of the UCC, regardless of the form of action, shall be limited to direct damages attributable to Bank's willful misconduct or gross negligence in performing the Services, and in no event shall Bank be liable for (i) any punitive, indirect, incidental, consequential or special damages or lost profits, even if Bank has been advised of the possibility of such damages, (ii) the acts or omissions of a third party servicer or vendor used by Customer, or any loss, cost, damage or expense incurred by any person or entity in connection therewith, (iii) any loss, cost, expense, or damage to Customer in connection with any Communication Device, System or Customer's use thereof, excepting damages attributable to

Bank's gross negligence or willful misconduct, (iv) any interception of any information relating to the Customer or its transactions as a result of (A) Customer communicating information to the Bank, excepting damages attributable to Bank's gross negligence or willful misconduct or (B) use of the Internet or other System, or (v) any other matter, including without limitation, any act or omission by any other financial institution, funds transfer system, or any other third party, or for the inaccuracy or omission in a notice or communication received by Bank from Customer or any other third party. The Bank will be deemed to have exercised ordinary care if its actions or failure to act have been in conformity with this Agreement, the applicable Security Procedure and the Bank's then current procedures. Bank's liability hereunder for interest excess of the lesser of 1.) The loss sustained by the Customer or 2.) The amount customer has paid for Fees over the course of the prior 6 months under the terms of this Agreement, except to the extent otherwise required by UCC Article 4A or other Applicable Laws. In the event that Customer is entitled to interest on any unauthorized or erroneously executed Payment Order under UCC Article 4A, the Bank will not be liable for interest unless Customer notifies Bank in writing that such Payment Order was not authorized or properly executed within twenty (20) calendar days following Customer's receipt of notification either of the acceptance of such Payment Order or the debiting of such order to one of Customer's Accounts losses will be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of Chicago

Customer shall indemnify and hold the Bank (including its officers, directors, employees, agents and Processors) harmless from and against any Losses, directly or indirectly, arising out of or related to (a) any claim by a third party alleging that any transaction or other activity contravenes or compromises the rights, title or interest of any third party, or violates any Applicable Laws, court order or other mandate or prohibition, (b) the breach of any representation, warranty, or covenant made by Customer to the Bank in this Agreement ("**Claim**"), or (c) any act or omission in any way relating to or arising out of this Agreement or any Transaction, except to the extent the Claim is caused directly by the Bank's negligence or willful misconduct, failure to

act in accordance with Customer's Instructions given pursuant to and in the manner required by this Agreement (provided that reliance, without further investigation, on any oral, telephonic, telegraphic, electronic, or written request, notice, or Instructions believed in good faith to have been given or signed by Customer will in no event constitute bad faith or willful misconduct by the Bank). This Section shall survive termination of this Agreement with respect to acts or omissions occurring during its Term.

11. Recording and Use of Communications. Customer acknowledges and agrees that all telephone conversations and data transmissions through or using the System or among or between Customer, Bank, and any third parties used by Customer or the Bank and their respective employees and agents and relating to the Services, may be recorded and retained by the Bank and the Bank's third-party service providers by use of any reasonable means.

12. Setoff and Security Interest. In addition to all rights provided by Applicable Laws, Customer agrees that any and all amounts on deposit in any Account maintained by Customer with Bank or any Bank Affiliate may be set off and applied against any liability in any currency Customer owes Bank under the Agreement, and any liability that any Customer Affiliate owes Bank or any Bank Affiliate. Customer further grants Bank a first priority security interest in all Accounts held by Customer now or in the future with Bank or any of its Affiliates to secure payment of any and all obligations under the Agreement; provided that this security interest shall be subordinate to any security interest separately agreed to in writing by Bank.

13. Delivery of Financial Information. At least once every twelve (12) months Customer shall provide the Bank with such financial statements and other information as the Bank may reasonably request, including for purposes of evaluating Bank's risk of nonpayment under this Agreement.

14. Representations and Warranties of Customer. Customer represents and warrants to Bank that (i) the execution and delivery of the Agreement has been authorized by all necessary corporate and governmental action and does not violate any provision of law applicable to the Customer, or any

provision of the Customer's organizational documentation charter, articles of incorporation or by-laws or any other agreement binding upon the Customer, (ii) the officers executing and delivering the Agreement and the Documentation for and on behalf of Customer, are duly authorized to do so, (iii) the Customer and its Transactions will comply with all Laws and the authority granted by Customer to its officers, employees or Vendors executing such transactions, (iv) Customer will engage in Transactions as principal (or, if agreed in writing, including for any Affiliate as provided under the terms of this Agreement, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), and (v) each of Customer's Transactions has a business or commercial purpose and each Account is maintained by Customer for a business or commercial purpose. Bank, in accepting the Agreement, is acting and relying upon the foregoing representations and warranties. When Customer and Bank enter into any amendment or supplement to the Agreement, the Customer shall be deemed to re make the above representations and warranties as of the date of each and any such document. Bank has no responsibility with respect to any matter warranted by Customer.

15. Binding Nature and Assignment. This Agreement shall be binding on the Parties and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

16. Heading and Interpretation. The Schedule and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

17. Relationship of Parties. The Bank, in furnishing Services to Customer, is providing Services only as an independent contractor. The Bank does not undertake by this Agreement or otherwise to pay, perform or satisfy any obligation of Customer, whether regulatory or contractual.

18. Approvals Consents. Where agreement, approval, acceptance or consent by either Party is required by

any provision of this Agreement such action shall not be unreasonably delayed or withheld.

19. Use of Third Parties.

(a) Third Parties and Suppliers. Certain Services are provided by Bank through access and availability of third party networks. Customer agrees that Bank may disclose to any third party any information, including Confidential Information, regarding Customer as necessary to provide any Service and related support to Customer. Bank reserves the right to discontinue the Service or provide the Service through an alternative third party network and shall have no liability should such network become unavailable. Bank shall be entitled to perform any of its obligations and any of the Services offered under this Agreement through third-party subcontractors and/or agents (each, a **“Supplier”**) without the assignment or delegation of its rights and obligations hereunder. A third party network that is not hired by Bank to perform its obligations shall not be considered a Supplier. All expenses associated with hiring a Supplier shall be the responsibility of Bank. The performance of Services through a Supplier shall not relieve Bank of its obligations to perform fully under this Agreement

(b) Customer’s Vendors. If Customer hires, employs or engages any third party contractors, processor, a Third Party Service Provider, and/or agents (a **“Vendor”**) in connection with any Service, such Vendor is agent. Customer shall notify Bank of the name of any Vendor to whom it delegates its duties or responsibilities under this Agreement before that Vendor initiates any transactions or performs an obligation authorized or required under this Agreement. Customer agrees that it shall be solely responsible for ensuring its Vendor complies with Customer’s obligations under this Agreement (including the Security Procedures). Customer is bound by all acts and omissions of such Vendor. Customer confirms that it grants authority to those Vendors, whether or not so identified in accordance with this Section, to legally bind Customer with respect to its use of the Services. Customer is liable for (i) Vendor’s actual failure to comply with any of Customer’s obligations under this Agreement, (ii) all fees, costs and expenses owed to each Vendor for its services on Customer’s behalf, and (iii) any claims, damages, costs and expenses incurred by Customer

or Bank as a result of Vendor’s failure to perform, delay or error in performing services on Customer’s behalf. Vendor shall not have any claim against Bank for any Services provided on behalf of Customer. Notwithstanding the foregoing, Customer understands and agrees that Bank may refuse in its sole good faith discretion to accept any Instructions from such Vendor for any reason, but in no event shall Customer or Vendor have a cause of action, legal or equitable, against Bank for such refusal and Customer shall hold Bank harmless for such refusal.

Customer shall provide information, including financial information or information demonstrating the security procedures used by Customer or such Vendor or either such party’s compliance with Applicable Laws, which Bank may, in its sole discretion, require from time to time regarding Customer or any Vendor that Customer hires, employs, or retains in any manner, to initiate transactions or assume any of Customer’s duties under this Agreement. Customer understands and agrees that because of the risks involved in certain Services that Customer may utilize, Bank may refuse, in its sole discretion, to provide such Services to Customer if Customer or Vendor retained by Customer does not meet Bank’s qualification criteria. Neither Customer nor any other person or entity have the right to rely upon the determination made by Bank nor have a cause of action against Bank for or as a result of Bank’s determination. Customer agrees that it shall not allow any third party (including any Affiliates) to use a Service under this Agreement or to process such third party transactions through Customer or its Accounts without Bank’s prior written consent.

20. Amendments; Waivers. No delay or omission by either Party to exercise any right or power accruing upon noncompliance or default by the other Party with respect to any of the terms of this Agreement shall impair any such right or power, or be construed as a waiver thereof. The terms and conditions of this Agreement, including, without limitation, the fees to be charged by the Bank to Customer, may be amended or changed by the Bank upon the mailing, to Customer, of notification of the new terms, conditions or fees. The changes will be effective immediately. At its discretion, the bank may provide notice of only the changed terms. Notice may be

included in any reasonable way which would inform the customer of the change in terms. For example, the notice may be included with or on Account statements, may be delivered as a separate mailing to the address reflected on the customer's bank statement, may be delivered electronically to the any Administrator or may be posted on the login page for the Services. The continued maintenance of Customer's Accounts or the service affected by the change after the effective date of the change indicates Customer's acceptance of the changes or amendments. If notices sent are returned, the change contained in the notice is still effective. No prior notice is required when any change in terms is determined by the Bank to be necessary to the services provided herein or to prevent a loss by the Bank. In such case, the Bank will send Customer notice of the change after the change becomes effective. No amendment or modification of this Agreement and no waiver of its terms will be valid unless set forth in a writing executed or delivered by the Bank. A waiver by either of the Parties of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

21. Entire Agreement. This Agreement (including the Signature Agreement, Business Deposit Account Agreement and Disclosure, exhibits, and Schedules) constitutes the full and complete agreement between Bank and Customer regarding the Services and supersedes any other agreements expressed or implied. There are no understandings or agreements relative hereto which are not fully expressed herein and no change, waiver or discharge shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced. This Agreement supersedes any and all previous agreements relating to the Services entered into between Customer and the Bank.

22. Governing Law, Waiver of Jury Trial; Jurisdiction. (a) Governing Law. The Agreement shall be governed by and construed in accordance with federal law and the laws of the state where your Account was opened, without regard to the conflict of law provisions thereof (the "**State**"). This is generally the state of the banking office where we

opened your Account, but we may transfer your Account to another banking office in the same state or in a different state.

(b) Claims and Disputes Not Submitted to Arbitration. With respect to all Disputes and other claims hereunder that are not submitted to arbitration pursuant to the Arbitration Agreement (Section 23), **CUSTOMER AND BANK EXPRESSLY AND IRREVOCABLY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW IN ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT**, and Customer consents to service of process, personal jurisdiction and venue in the state where your Account was opened and waive the right to claim that it is an inconvenient forum. Customer acknowledges that Bank would not have opened or maintained any Account for Customer if this waiver of jury trial were not part of the Agreement. In those instances where California law governs a Dispute or other claim that is not submitted to arbitration pursuant to the Arbitration Agreement, or the jury trial waiver contained herein shall be held or deemed unenforceable in California, the Dispute or claim shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638, as amended or replaced from time to time. Pursuant to such judicial reference, each party hereto agrees to the appointment of a single referee and shall use reasonable, good faith efforts to agree on the selection of a referee. If the parties are unable to so agree, a referee shall be appointed by the court to hear any disputes hereunder in lieu of a jury trial. Each party hereto agrees that the appointed referee shall have the power to decide all issues in the applicable action or proceeding, whether of fact or law, and shall report a statement of decision thereon. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645, as amended or replaced from time to time. Any party may file an original counterpart or copy of this Section with any court as written evidence of the consent of the parties to the waiver of the right to trial by jury and the agreements contained herein regarding the application of judicial reference in the event of the invalidity of such jury trial waiver.

23. Arbitration Agreement.

(a) Disputes Subject to Arbitration. Customer and Bank agree that upon the election of either of the

parties, any dispute relating in any way to Customer's Account or transactions on the Account, or otherwise arising under this Agreement (a "**Dispute**") will be resolved by the dispute resolution procedures described herein, including binding arbitration in accordance with the terms of this Section (the "Arbitration Agreement"). A "**Dispute**" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this Agreement, Customer's Account, any transactions therein, and Customer's deposit relationship with Bank. A "**Dispute**" also includes any disagreement about whether the terms of this Arbitration Agreement are enforceable or valid, the meaning of this Arbitration Agreement, and whether a claim or disagreement is a Dispute subject to binding arbitration hereunder. A "**Dispute**" does not include our collection of a credit obligation.

(b) How to Resolve a Dispute. If a Dispute cannot be settled through informal discussions or negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If a Dispute cannot be resolved informally or through mediation, Customer and Bank agree to submit to binding arbitration as described herein; provided, however, that any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction. Arbitration may be demanded by either party before the institution of the judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

(c) Jury Trial and Class Action Waiver. **CUSTOMER UNDERSTANDS THAT DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, CUSTOMER AND BANK EACH AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY**

AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE BASIS WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION AGREEMENT. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(d) Governing Rules. Any arbitration proceeding will be: (i) governed by the Federal Arbitration Act (title 9 of the United States Code), notwithstanding any conflict choice of law provision in any of the documents between the parties; and (ii) conducted by the American Arbitration Association ("AAA") in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). Rules and forms may be obtained from the AAA at adr.org or by calling (800) 778-7879 or such other toll-free support phone number as is posted on the AAA's website from time to time. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Dispute. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceedings within 180 days of the filing of the Dispute with the AAA.

(e) No Waiver of Provisional Remedies; Self Help. This Arbitration Agreement does not limit Customer's or Bank's rights with respect to, and each party can exercise any lawful rights or use other available

remedies to do any the following: (i) preserve or obtain possession of property; (ii) exercise self-help remedies including setoff and repossession rights; or (iii) obtain provisional or ancillary remedies such as injunctive relief, garnishment or attachment; whether before, during, or after the pendency of any arbitration proceeding. This paragraph does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in this paragraph; however, the arbitrator will have no right or power to enjoin or restrain any party.

(f) Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator shall have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other Applicable Laws. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by Applicable Laws or regulation.

(g) Conflicts; Survival. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision in the document that is most directly related to the subject matter of the Dispute shall control. This Arbitration Agreement shall survive the closing of any Account(s) and the termination, amendment, or expiration of

any Service or this Agreement or any relationship between the parties.

24. Compliance with Applicable Laws. Customer represents, warrants, and covenants to the Bank that: (a) at the time each Transaction request (or any related adjustment, reversal or stop payment or posting requested or initiated by Customer) or any cancellation is executed, made or transmitted by the Bank, the information regarding it provided by Customer to the Bank is accurate and complies with the format and content specifications of the applicable funds transfer system rules and this Agreement, (b) if a transaction request requires the authorization of a third party, Customer will keep a copy of any required authorizations on file and make them available to the Bank upon request, (c) each transaction request initiated by Customer is in compliance with the Applicable Laws, including, without limitation, economic sanctions maintained by the United States Treasury Department's Office of Foreign Asset Control. Without limiting the generality of the foregoing, Customer agrees to be bound by the Operating Rules of Nacha and Subpart B of Federal Reserve Board Regulation J, as applicable and in effect from time to time. If the accounts to be debited and credited by a Transaction are both maintained by the Bank, the intra-bank transfer or related cancellation may be made by a book transfer rather than through a funds transfer system. If a Transfer request or cancellation relates to or is part of a Transaction, portions of which are subject to the Electronic Funds Transfer Act of 1978 and Federal Reserve Board Regulation E (the "**EFTA Act**"), as may be in effect from time to time, all actions and disputes between Customer and the Bank concerning that transfer or cancellation request shall be determined pursuant to Article 4A of the Uniform Commercial Code, except to the extent the EFTA Act otherwise requires. Customer agrees that its breach of this Agreement may cause irreparable injury to the other party, and agrees that the other party shall be entitled to seek temporary and preliminary injunctive relief in a court of competent jurisdiction, without the necessity of proving actual damages or posting a bond, to prevent such violation

25. Bank's Right to Audit. Upon Bank's request, Customer agrees to: (a) provide Bank with the records Customer maintains with respect to

Customer's use of the Services as required by Applicable Laws and the Agreement; (b) provide Bank with internal and external audit reports relating to Customer's use of the Services and Customer's information technology infrastructure and operational processes and procedures; (c) provide Bank with such financial information and statements and other documentation Bank reasonably determines to be necessary or appropriate to enable Bank to evaluate its exposure or risk; and (d) permit Bank (including its regulators and auditors) reasonable access to the locations where Customer uses any of the Services during normal business hours to audit Customer's (including Customer's Vendors') compliance with the terms of the Agreement and Applicable Laws. Customer will cooperate with any such audit and provide, at Customer's expense, any information or documents as may be reasonably requested by Bank in the course of such audit. Customer shall provide Bank with any information necessary to conduct such audit (e.g. receiver authorizations, policies, procedures, etc.) within 10 calendar days from a date of a written request.

26. Force Majeure. Notwithstanding any other provision of this Agreement, the Bank shall not be liable for delays or failures in the performance or completion of any of its obligations under or with respect to this Agreement beyond its reasonable control, including without limitation, delays or failure directly or indirectly caused by fire, flood, storm, earthquake, strikes, lockouts, labor difficulties, sabotage, war, insurrection, military operation, national emergency, mechanical, electrical or computer system breakdown, riot or civil commotion; failures of transportation, communications or power supply; any regulation, order, requisition, request or recommendation of any governmental agency or acting governmental authority or the Bank's compliance therewith; or other acts of God or causes beyond Bank's reasonable control, whether similar or dissimilar to the foregoing.

27. Notices. Except as otherwise provided in the Agreement, all notices concerning the administration of the terms of the Agreement between Customer and Bank (e.g., termination, breach, or waiver of rights) that are sent by either Customer or Bank shall be in writing and, if to Customer, addressed to Customer's primary mailing address as shown on

Bank's records at such time, and if to Bank, addressed to "Treasury Management Administration" at the address(es) of the Bank set forth on the "Contact Us" page at the end of this Agreement, or at such other address as Bank may specify in writing from time to time. Any such notice will be effective either on the date it is actually received by the receiving party or five (5) days after it is mailed by first class mail whichever is earlier; provided, however, that any notice sent by Customer terminating the Agreement or a Service shall be rendered ineffective if Customer uses or avails itself of any such terminated Service after the date of termination contained in any such notice.

Notwithstanding the forgoing requirements, Bank may amend the terms of this Agreement (including the fees and pricing or any other terms in this Agreement) by providing electronic notice to Customer, and such notice may include posting the terms of such amendment or full terms of a new Agreement on the Bank's System for such Services or email notice to the email address on file with Bank at the time such notice of amendment is provided. Additionally, Customer and Bank each acknowledge and agree that certain notices and communications, as specifically set forth in the Agreement or the Documentation, concerning the operation of Services and the communication of Transaction and other information with respect to the Services and Accounts, may be provided by the Customer or the Bank to the other party by telephone, fax or electronic transmission (including e-mail) in accordance with the information provided by the receiving party. Any such notice or communication provided by fax or electronic transmission will be effective upon transmission thereof to the receiving party, and any such notice given by telephone will be effective upon the receiving party's receipt thereof. Unless specifically stated otherwise, each party may rely on such notices or communications given by fax or electronic transmission as though they are originals. Notwithstanding any terms in this Section to the contrary, any addition, deletion or change to any Documentation or Services requested by the Customer must be submitted in a form acceptable to the Bank, and no such requested addition, deletion or change will become operative or effective until the Bank confirms to Customer that such addition,

deletion or change has been implemented, which the Bank agrees to do within a reasonable period of time.

Each party is entitled to treat as authentic any notice, communication or Instructions believed by it in good faith to be genuine or to have been signed or authorized by an Authorized Person(s) of the sending party

28. Confidential Information. Bank acknowledges that it may obtain or have access to non-public personal information regarding Customer or its customers, and agrees to (i) maintain the confidentiality, integrity and security of such information, (ii) use such information only for the purposes set forth in this Agreement and the Account Agreement, including without limitation for the performance of its obligations and exercise of its rights hereunder, (iii) disclose such information only to its employees, Affiliates, agents, auditors, accountants, attorneys and regulators, and only as necessary to perform its obligations and exercise its rights hereunder, or as otherwise permitted by law, and (iv) maintain physical, technical, procedural and administrative controls and safeguards reasonably designed (taking into account the nature and circumstances of Bank business) to ensure the security, integrity and confidentiality of such information, and to protect against any anticipated threats or hazards to the security or integrity of, or unauthorized access to, such information.

29. Notice of Funds Transfers; Provisional Credits. The periodic Account statements and/or electronic reporting information, if subscribed to by Customer, provided to the Customer by the Bank will notify the Customer of funds transfer payments received by Bank for credit to one or more Accounts. Customer agrees that Bank will not be required to provide to Customer any other notice of such receipt of payments. All credits to any Account for funds transfers are provisional until Bank receives final settlement for the funds according to the rules of the funds transfer system by which such funds have been transmitted. Customer acknowledges and agrees that if Bank does not receive such final settlement, Bank is entitled to a refund and may debit the Account in the amount of such funds transfer credited to such Account.

30. Definitions. The meanings of defined terms shall be equally applicable to the singular and plural forms of the defined terms. All references to “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation.” Unless otherwise defined herein, capitalized terms shall have the following meanings:

- a. **“Account”** means any deposit account maintained with Bank by Customer and any other account with Bank over which Customer has access to and control over any funds on deposit therein, and loans or other products you have with us.
- b. **“Applicable Laws”** means, as applicable to the Services, a party, or the activities of a party, any declaration, decree, directive, legislative enactment, order, ordinance, law, rule or regulation, or other binding restriction of or by any governmental authority (including any federal, State, municipal, local, territorial, or other governmental department, whether domestic or foreign), and the rules of the association or organization through which transactions are processed, including the Operating Rules. References to “Applicable Laws” shall mean such laws as they may be amended, modified or otherwise exist from time to time.
- c. **“Act of Insolvency”** means **“Act of Insolvency”** means, with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an

appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due.

- d. **"Affiliate"** shall have the meaning as set forth in the Signature Agreement.
- e. **"Authorized Person"** shall have the meaning as set forth in Section 2 above.
- f. **"Available Balance"** means the funds in your Account that are available to you to withdraw or transfer; to pay Checks and other Items; Payment Orders, and for all other use of the Services permitted under the Agreement in accordance with the Bank's Funds Availability Policy.
- g. **"Business Day"** means any day other than a Saturday, Sunday, holidays observed by the Federal Reserve Bank or other day on which Bank is required or authorized to be closed.
- g. **"Check"** means a draft that is payable on demand, drawn on, or payable through a United States financial institution, whether negotiable or not, and in whatever medium including an imaged or substitute check.
- h. **"Collected Funds"** means the positive balance, if any, of an Account, after settlement and processing of all other debits and credits to the Account at the close of each Business Day.
- j. **"Cut-Off Time"** means the time on any Business Day when Bank will no longer accept Payment Orders or other Instructions or process Transactions for that Business Day and any such Payment Orders or other Instructions received after such time, if accepted, will be processed as of the next Business Day.
- k. **"Documentation"** means any Set up Form(s), Implementation Materials or other documentation provided by Bank to Customer addressing the use of the Services.
- l. **"Error"** has the meaning as set forth in Section 9 of these General Terms and Conditions.
- m. **"Implementation Materials"** means all materials that explain or facilitate the use of a Service or System, including, without limitation, s, user booklets, operational manuals, Security Procedures, instruction and training materials,

and information provided by Bank relating to the Services.

- n. **"Instructions"** means any instruction (including any Payment Order or an application for credit), request, instrument, or other communication provided using Customer's Security Procedures, or otherwise provided by or on behalf of Customer to Bank to perform a Service or take action on behalf of Customer or its Accounts.
- o. **"License"** means the non-exclusive, non-transferable right to use, during the term of the Agreement, the Software, System or other intellectual property provided by Bank to use a particular Service.
- p. **"Losses"** means any and all claims, actions, demands, losses, damages, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) and all costs of settlement of claims.
- q. **"Nacha"** means the National Automated Clearing House Association.
- r. **"Operating Rules"** means the operating rules and guidelines of Nacha.
- s. **"Payment Order"** has the meaning as set forth in Article 4A of the UCC.
- t. **"Security Procedures"** means the Treasury Management Security Procedures provided by the Bank to Customer describing the procedure, access codes, passwords or other security devices required to access and use the Services securely, which may be provided in either a hard copy or electronic format, as may be amended by Bank from time to time.
- u. **"Services"** means the treasury management services described in the Schedule to the Agreement or otherwise incorporated herein.
- v. **"Set up Form"** means the forms completed by Customer or Bank at the direction of Customer requesting specific Services and may include: the Product Enrollment Form and Assignment of Security Procedures, Service specifics, such as procedures, specifications, Instructions, names of Authorized Persons, Accounts, and Cut-Off Times or deadlines, and any guides or materials describing to use of any Services or System, and shall include any other Customer election document all of which may be amended from time to time
- w. **"Software"** shall have the meaning in Section 4 of the General Terms and Conditions.

- x. **"Supplier"** has the meaning in Section 19 of the General Terms and Conditions.
- y. **"System"** means any method by which Customer may communicate with Bank for use of the Services, which may include, but not be limited to, Internet (including InBusiness, Remote Check Processing, and Lockbox) or other Web Browser, direct transmission File Transfer Protocol ("FTP"), Mobile App, SWIFT or other payment network offered by Bank from time to time.
- z. **"Transfer"** or **"Funds Transfer"** means an electronic transfer of funds from Customer's Account.
- aa. **"Transaction"** means executing an Instructions, including any Payment Order, on behalf of Customer as part of the Services.
- bb. **"Unauthorized Transactions"** means any unauthorized, altered, counterfeit, or to other fraudulent transactions or other transaction not originated, initiated or signed (if necessary) by Customer or an Authorized Person.
- cc. **"Uniform Commercial Code"** or **"UCC"** means the Uniform Commercial Code as adopted in the State.
- dd. **"Vendor"** shall have the meaning as set forth in Section 19 of the General Terms and Conditions.

Schedule 2 : INTERNET BANKING SERVICES

1. **System Access.** Customer may elect to use a Service and communicate with Bank with respect to such Service using one of Bank's Internet Banking Services (or **"IBS"**). Internet Banking Services may include from time to time when offered by Bank for a particular Service include, but are not limited to, Services such as InBusiness, Remote Check Processing, direct transmission (e.g., FTP), SWIFT or other payment network or association. IBS shall be deemed a **"System"** as defined in this Agreement. After completion of the required Set Up Form, completing the required testing, and upon notice from Bank, Customer may communicate instructions and other information, enter into Transactions and access certain Services as described in within this Agreement, by accessing IBS as assigned to or made available by Bank and selected by Customer for such Service. The IBS with respect to a Service may be mentioned within the Service Schedule or Set Up

Form and more than one IBS may be available for such Service. Customer and Bank agree that each IBS shall be considered a System under the terms of this Agreement and any applicable Schedule. Bank offers multiple methods for accessing IBS, including through the Mobile App and through a web browser ("Web Browser"). Customer may request to communicate with the Bank by sending messages via one of the Systems that Bank offers and supports for the use of the Services from time to time. These messages may include Instructions with respect to the Services (including Payment Orders), payment advices, and information reporting. Customer agrees to send and receive messages as set forth in the Set Up Form and in the format required by the Bank. Customer agrees to not send Instructions or other messages to the Bank that are not part of the Documentation or Service and will not send notices regarding the administration of this Agreement as set forth in the General Terms and Conditions. Customer agrees to comply with any applicable rules applicable to the type of IBS. Customer agrees with and authorizes Bank to debit and credit the applicable Account to provide the Services, and to execute the Instructions in connection with Customer's use of the IBS and such Service. The Services available through each of these methods may be limited. Not all IBS services are available from mobile devices and some IBS services may not be available from mobile devices that do not meet the hardware and software requirements established by Bank from time to time. At the discretion of Bank, IBS access via the Mobile App may not be available for certain types of Accounts, or Services due to security concerns or due to other Account restrictions.

2. **Security Procedures.** Customer agrees to comply with the Security Procedures required for each IBS. Customer acknowledges that the security procedures are for the verification of authenticity and not to detect errors in Transactions or Instructions. Customer warrants that no Authorized Person will be allowed to initiate Transfers without proper supervision and safeguards and agree to take all reasonable steps to maintain confidentiality of security procedures and any related security features.

Customer agrees to designate Authorized Persons to act on Customer's behalf, who shall have authority to

authorize all action necessary in the use of IBS or other System. Any Administrator or other Authorized Person authorized by an Administrator may designate the access and authority of Authorized Persons. Customer agrees that the Bank shall not be under a duty to inquire as to the authority or propriety of any Transaction made by Authorized Persons. Bank shall be entitled to act upon the Instructions of any person whom the Bank reasonably believes to be an Authorized Person, whether or not Customer has authorized such Instructions when received through IBS or other System. The Bank shall not be liable for any Losses arising out of any such Instructions.

Customer further agrees that the Bank will not be responsible or liable to Customer in any way if information is intercepted by an unauthorized person, either in transit or at Customer's place of business. Customer agrees to: (1) keep Customer's password(s) secure and strictly confidential, providing password(s) only to Authorized Persons on Customer's Account(s); (2) instruct each person to whom Customer gives password(s) that he or she is not to disclose it to any unauthorized person; and (3) immediately notify the Bank and select a new password(s) if Customer believes a password may be known to an unauthorized person.

BANK WILL HAVE NO LIABILITY TO CUSTOMER FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING CUSTOMER'S PASSWORD(S) THAT OCCUR BEFORE CUSTOMER HAS NOTIFIED BANK OF POSSIBLE UNAUTHORIZED USE AND BANK HAS HAD REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. Bank may suspend or cancel Customer's password(s) even without receiving notice from Customer, if Bank suspects a password is being used in an unauthorized or fraudulent manner.

Customer acknowledges receipt of the Security Procedures for IBS and agrees that they are considered commercially reasonable Security Procedures as set forth in the Agreement for the instructions, Transactions, communications and Services accessed by Customer using IBS. Customer agrees to be responsible for each request, Transaction, or other communication initiated using the Security Procedures issued by Bank to Customer.

3. Customer Requirements. In connection with Customer's use of IBS, Customer must use a Web Browser or Mobile App, hardware, software and encryption that complies with the Bank's specifications therefore, which may be specified by Bank from time to time in the Documentation. Bank recommends that Customer have appropriate security measures for Internet use, including a proxy server and/or firewalls to control and protect Internet access. In no event will Bank have any liability in connection with and shall not be responsible for (i) inability to connect to or use IBS or any Service via the Internet or inability to communicate with Bank via the Internet or any website resulting from a problem with an Internet service provider or online service provider, failure of Customer's systems or otherwise, (ii) unknown hazards of Internet use, including, but not limited to interception of any information relating to Customer or its Transactions, which may include, but not be limited to, the use of spyware or "man in the middle" interception of information, or any application errors in or security breaches of any Internet browser, or (iii) any data that is lost or destroyed in connection with Customer's use of IBS.

Customer will (a) manage and administer the security of all communications from Customer to Bank, (b) designate employees of Customer authorized to use IBS to access information or transact business on behalf of Customer, (c) create user profiles, (d) enable or disable user identification, (e) enable, disable, or distribute access mechanisms, and (f) complete, execute, and modify any forms or Service-related Documentation deemed necessary by Bank to provide IBS. Bank may rely on all designations made by Customer until such time as Bank receives notice that such designations have been changed. Bank is not responsible for detecting errors in transmissions made by Customer using IBS

Schedule 3: ELECTRONIC INFORMATION REPORTING

In connection with the Electronic Information Reporting Service (the "**Reporting Service**"), Bank will collect certain information with respect to Accounts (and/or accounts maintained with other financial institutions), the Service provided under this Agreement and Transactions involving Accounts, and Bank will make such information

available to Customer to be viewed electronically via an IBS or transmitted electronically, all as more specifically elected by Customer and described in the Documentation.

1. Balance and Transaction Electronic Transmission.

Customer may elect to receive or have the Bank send Account balance and Transaction activity information reporting via electronic transmission directly to Customer or through other Systems offered by Bank from time to time as described in the Documentation; which may include, but not be limited to, SWIFT and elected by Customer in the Documentation. The Bank is not responsible for the content of balance or Transaction information received from third parties, even if such content or information is provided by Bank through a System.

2. Electronic Statements and Regulatory Information.

Customer may elect to receive Account statements, account analysis and other information relating to Account activity or services, Transactional activity and/or Services used with the Bank and/or its Affiliates ("**Statements**") electronically. Statements with respect to which Customer opts for electronic delivery ("**Electronic Statements**") will be selected by Customer on the Documentation. By selecting electronic delivery of Statements, Customer consents both to electronic delivery of such Statements and to electronic delivery of regulatory information that the Bank or its affiliates would typically include in mailings of paper Statements, such as mandated disclosures ("**Regulatory Information**"). Electronic Statements and Regulatory Information will be made available for viewing and printing through Customer's access via IBS or other System. Bank will make the Electronic Statements available after the Account's Statement cycle. The Bank recommends that Customer enroll for email notifications offered through IBS in connection with Electronic Statements, which provide notice to the Customer that the Electronic Statements are available for viewing, however, the Bank will have no liability or responsibility for any failure or delay in such email notifications being provided. **Selecting electronic delivery of Statements and Regulatory Information will result in only electronic delivery (and NO paper delivery) thereof.** Customer represents and warrants that it has the ability to receive, access and view the Electronic Statements and Regulatory Information by using IBS or other System and acknowledges that Customer's receipt of the Electronic Statements and Regulatory Information is subject to the

terms of Schedule 2 of the Agreement. Notwithstanding the foregoing, the Bank may, at its option, deliver paper Statements and/or Regulatory Information at any time. In addition, Customer may request a paper Statement and/or Regulatory Information by contacting Customer's service representative. A fee may apply for such Customer requests. Email and IBS shall constitute a "**System**" and Electronic Statements shall constitute a "**Service**" for purposes of the Agreement.

3. Updating Information. Customer understands that certain information available to it in connection with the Electronic Information Reporting Service is updated periodically and therefore, at any point in time may not reflect the information on Bank's records at such time, as more fully described in the Documentation. Customer acknowledges and agrees that the Electronic Information Reporting Service does not include any recommendation, guaranty, representation or warranty whatsoever by the Bank. Bank shall not be responsible for errors in, or delays regarding, information provided to Bank by other financial institutions or other non-Bank sources. Customer understands and acknowledges that balances on all accounts and other information will be reported by Bank in United States Dollars (USD), regardless of whether the source Account or information is maintained in USD or other currency.

Schedule 4:

WIRE TRANSFER SERVICES

Subject to the terms and conditions of this Agreement, the Bank will execute Funds Transfers using the Wire Transfer Services (or "**Wire Services**") described in this Schedule in the amount and from one of Customer's Accounts, for credit or payment to another Account, or to an account at another financial institution (including such transfer made by Fedwire, SWIFT, or other electronic funds transfer system – excluding any ACH system) or internal Bank transfer, all as specified in each Payment Order (each a "**Transfer**" or "**Wire Transfer**"). Each Instruction submitted by Customer shall be considered Customer's Payment Order. Each instruction to initiate a Transfer shall be deemed Customer's "**Payment Order**"

1. Customer's origination of Payment Orders.

Customer may use the Security Procedures assigned to Customer to originate Payment Orders for Bank to initiate Wire Transfers on Customer's behalf through a System as offered and permitted by Bank from time to time. Each

Payment Order must (a) be submitted in the format and contain the information required by Bank and actually received by the Bank; (b) designate the Customer Account from which it is to be paid; (c) not exceed the amount of the Available Balance in the designated Customer Account, or any applicable daily limits, or other restrictions or limitations established by the Bank or Customer; (d) is accepted by the Bank; and (e) otherwise complies with the terms of this Agreement. Any Payment Orders received after the Cut-Off Time on any Business Day may be treated as if they were received at the opening of the next Business Day. These Cut-Off Times are subject to change by the Bank from time to time in the Bank's sole discretion.

2. Right of Refusal. The Bank reserves the right to refuse processing of any Payment Order for any reason in our sole good faith discretion, including those issued against uncollected or insufficient balances. Nothing in this Schedule shall prohibit the Bank from debiting any Customer Account for any Wire Transfer executed by the Bank, even if the amount of the Wire Transfer creates or increases an overdraft in the Account. In the event an overdraft is created or increased, Customer shall deposit or transfer into the Account sufficient immediately available funds to pay the amount of the overdraft by the close of that Banking Day. Any overdraft existing at the close of a Banking Day is immediately due and payable without notice or demand. Nothing in this Agreement nor any course of dealing between Customer and the Bank constitutes a commitment or obligation of the Bank to lend money, allow the creation or increase of an overdraft, or otherwise extend any credit or advance funds to Customer to pay for any Transaction or Transfer made hereunder.

3. Notice of Failure or Rejection. The Bank will notify Customer if the Bank, any funds transfer system, or any other bank rejects or fails to execute a Wire Transfer. Bank will also notify Customer of the reason for the rejection or failure after the Bank receives notice of the reason. The notices provided under this paragraph shall be deemed commercially reasonable and effective when given or otherwise made available to Customer through its regular Account statement, any Electronic Statement or any System or other Service used by Customer, and Customer agrees that Bank shall have no liability for any failure or delay in providing such notice. Bank has no obligation to re-send a Payment Order that

is returned to us if we complied with terms of the original Payment Order.

4. Cancellation or Amendment of Payment Order.

The Customer has no right to cancel or amend any Payment Order after it has been received by the Bank. However, to the extent permitted by Applicable Laws, the Bank will use its reasonable efforts to act on the Customer's request to cancel any such Payment Order before the Bank processes it, but the Bank will have no liability if such cancellation is not affected.

5. Processing Payment Orders. Following Bank's receipt and acceptance of a Payment Order, Bank will execute such Payment Order subject to the terms of the Agreement, including, but not limited to, the requirement that: (i) such Payment Order is received containing all information required by Bank; (ii) such Payment Order is received in the format and through the Channels or other transmission method required or permitted by Bank; and (iii) if required by Bank, Customer has paid Bank for the amount of the Payment Order, including Bank's Fees and any other applicable charges.

In the event of any inconsistency between the name and account number or identifying number in a Payment Order or other Instruction, Bank may, in its discretion, make the electronic funds transfer based solely upon the account number or identifying number set forth in such Payment Order or other Instruction, and Customer shall be responsible for any and all Losses incurred as a result of any such inconsistency. Customer is solely responsible for the content of each Payment Order and the accuracy and completeness of the information contained therein. Bank will rely on the information contained in the Payment Order in carrying out your instructions. No instructions or other restrictions accompanying your Payment Order shall be effective unless expressly accepted and agreed to in writing by Bank. Bank may in its sole discretion, but is not obligated to, require evidence of the authority of the person submitting the Payment Order to act on your behalf before accepting it for processing.

6. Security Procedures. Customer acknowledges and agrees that it has received and reviewed the Security Procedures offered by Bank that apply to the Wire Transfer Services and Payment Orders and that Customer's use of the Wire Transfer Services constitutes the Customer's acceptance of those Security Procedures

as commercially reasonable and otherwise subject to the terms addressing use of Security Procedures in Schedule 1 of this Agreement.

7. Unauthorized Payment Orders. Customer agrees to notify the Bank of any unauthorized Payment Order, any payment to a Beneficiary not intended by the Customer, any payment in an amount greater than the amount intended by the Customer and any Payment Order duplicative of a Payment Order previously sent by the Customer, along with the relevant facts relating to the error, immediately but no later than the next Business Day after the Customer receives notice from the Bank (or its Provider) with information that the Payment Order was accepted by the Bank or that an Account was debited with respect to the Payment Order. The Customer shall be liable to the Bank for any losses Bank incurs as a result of the Customer's failure to discover the error and notify the Bank. This duty on the part of the Customer to discover errors and notify the Bank shall also apply to amendments to Payment Orders.

8. Payment by Customer. Customer authorizes the Bank to debit its Account(s) as designated in the Set Up Form and Assignment of Security Procedures to initiate wire transfers based on the Payment Orders received by Bank and Customer agrees to pay to the Bank the amount of each Transfer no later than the date the Transfer is processed by the Bank even if sufficient funds are not in the Account and it otherwise creates an overdraft of each wire transfer. The Customer expressly acknowledges and agrees that for purposes of this Section, future dated wire transfers and international wire transfers are "processed" by the Bank on the date the Payment Order is received by the Bank, even though the date on which the related Transfer is affected may be a later date. If any Transfer creates an overdraft in an Account, then Customer agrees to promptly pay Bank on demand and in immediately available funds, the amount of any such overdraft with interest thereon at Bank's then existing overdraft rate for the period involved until such overdraft is paid in full, and Customer further agrees that Bank may debit any other Customer Account for such payment. The foregoing payment obligations will survive termination of the Agreement and this Article.

9. Intermediary Banks. Customer shall specify routing Instructions for wire transfers in any Payment Order communicated to Bank. If no such specification is made, Customer hereby instructs Bank to send Transfers

through such correspondent(s) as deemed appropriate by Bank in its sole discretion after consulting standard bank references as to correspondent relationships. In executing any wire transfers, the Bank shall use whatever funds transfer system, communications system, and intermediary bank is designated by the Customer, except where the Bank in good faith concludes that use of such funds transfer system, communication system, or intermediary is not feasible or would involve undue delay, in which case the Bank shall use such of the funds transfer systems and communications systems in which Bank participates, and such intermediaries, agents or sub-agents as Bank determines to be appropriate in connection with any such wire transfers. To the fullest extent permitted by law, (i) any such funds transfer system, communications system, or intermediary, agent or sub-agent shall not be a Supplier, and shall be deemed to be the agent of the Customer, and the Bank shall not be liable for any errors, negligence, suspension or default of any of them or for any failure to identify the beneficiary or any mispayment by any of them, and (ii) Bank shall not be liable for any errors, mutilations, delay, misdelivery or failure of delivery in the transmission of any Transfers in connection with such Transaction or for any suspension of any means of transmission or for any imposition of any censorship, exchange control or other restriction, all such risk being borne by the Customer.

10. Transfers in Foreign Currency. Any request for the Transfer of funds in a currency other than U.S. Dollars shall require the Customer to first validly purchase such foreign currency from the Bank or Bank shall purchase such amount from Bank's affiliate or correspondent bank. Unless otherwise agreed between Bank and Customer, the value of any such wire transfer shall be reported to Customer in the U.S. Dollar equivalent of the amount of foreign currency transferred. Any loss of exchange arising from a subsequent cancellation of such wire transfer request or because of a rejection of delivery for any reason shall be charged to Customer's Account. The Customer agrees that if the Bank utilizes the services of other banks for the purpose of giving effect to any request or order for the Transfer of funds in foreign currency, then the Bank does so for the account of and at the risk of the Customer.

11. International Wire Transfers. For the wire transfer Service as it pertains to international Transfers: (a) The Bank may issue separate Security Procedures and directions relating to the origination of international wire

Transfers by Customer which shall replace or be in addition to those for domestic Transfers; (b) International Transfers are completed at Customer's sole risk and responsibility, including reimbursement of the Bank's fees, expenses, and legal fees, and subject to all laws or decrees of any domestic or foreign government, taxing or postal authority, or other agency at the time the Transfer is made; (c) In the event that there is a delay in wire transmission or an interruption in a wire transmission, the Bank will request the intermediary institution(s) honor the stated value date, but the Bank has no responsibility for the actual value applied for crediting funds to the payee; (d) for international Payment Orders, the Bank does not guarantee that its correspondents or agents can or will make payment in U.S. Dollars, nor does the Bank guarantee that there will not be a charge made by some other bank or banker effecting any Transfer initiated by the Bank; and (e) Customer understands that each intended Beneficiary or a Transfer initiated by the Bank at Customer's request will be compared to a list published and updated by the U.S. Department of Commerce Office of Antiboycott Compliance or Special Designated Nationals and Blocked Persons List as published and updated by the Office of Foreign Assets Control of the U.S. Treasury Department (collectively, the "**OFAC List**"). If the name of the intended Beneficiary of a Payment Order is contained on the OFAC List, the Bank will, under no circumstances, transmit the requested Payment Order. Customer agrees that the Bank is under no obligation to transmit a Payment Order when the name of the intended Beneficiary is on the OFAC List, and furthermore, Customer agrees that the Bank will not be held liable for any damages, direct or indirect, occasioned by the Bank's refusal to transmit a Payment Order to an intended Beneficiary whose name appears on the OFAC List or hold such amount of funds as required by Applicable Laws. Bank's Fees only cover our costs for international wire transfers; additional costs or fees over which we have no control may be incurred during processing and you agree to pay any such additional costs or fees. In addition, foreign countries and their subdivisions, any intermediary bank and the beneficiary's bank may charge transfer taxes and other transfer fees that will reduce the amount received by the beneficiary.

12. Returned Wires (Incoming and Outgoing). In the case where wire detail (i.e. the information in the Payment Order received) does not match account information for any incoming Transfer, the funds will be returned to the originator and you may be subject to Fees

for such return. In the case where your outgoing wire detail (i.e. the information in the Payment Order that you originate to pay to a third party) does not match account information for any outgoing Transfer, the receiving bank may return the Payment Order and you may be charged Fees by Bank and/or a fee by the receiving bank.

Schedule 5: ACH ORIGATION SERVICES

ACH Origination is a Service that permits Customer (or its TPSP (defined below) as permitted by Bank) to initiate credit or debit ACH Transfers. Unless otherwise defined in this Agreement, capitalized terms used in this Schedule shall have the meanings provided in the Operating Rules. The term "**Entries**" shall have the meaning provided in the Operating Rules and shall also mean the data received from Customer hereunder from which Bank prepares Entries, each of which shall be deemed Customer's Payment Order. Customer (as "**Originator**") has requested to initiate Entries through the Bank (as "**Originating Depository Financial Institution**" or "**ODFI**") for the deposit ("**Credit**") and/or payment ("**Debit**") of money to and from the accounts of Receivers maintained at Bank and at other Depository Financial Institutions ("**RDFIs**"), by means of the Automated Clearing House system ("**ACH System**"). Unless otherwise agreed by Bank in writing all such ACH Transfers shall settle in the United States.

1. Operating Rules/Regulations. Customer will comply with the Operating Rules in existence as of the date of this Agreement and as amended from time to time. The duties of the Customer set forth in the following paragraphs of this Agreement in no way limit the requirements of complying with the Operating Rules.

2. Customer Authorizations and Records Retention. Before the initiation by Customer of the first Credit Entry or Debit Entry to a Receiver's account, the Customer will obtain from each of its Receiver's an authorization to make one or more Entries to the Receiver's account. Each Entry thereafter will be made pursuant to such authorization, and Customer will not initiate any Entry after such authorization has been revoked or the arrangement between Customer and such Receiver has terminated. Customer will retain the original or a copy of each authorization, notice and other document required to be given to the Receiver under the

Operating Rules and will, upon request of Bank, furnish such original or copy to Bank within three (3) days of Bank's request, which shall be at the sole cost and expense of Customer.

3. Delivery of Entry Information.

- a. Customer delivery of Entries. Customer or a Customer Vendor may transmit Entries to Bank either via IBS, Direct File Transfer or other System as permitted by Bank from time to time. For the purposes of this Schedule any Customer Vendor shall be deemed a Third Party Service Provider as defined in the Operating Rules (a "**TPSP**"). Customer may also use IBS or other System to provide the information to create the Entries based upon the Applications made available to the Customer via IBS or other System. "**Applications**" are the features of the ACH Origination Services that allow a Customer to provide via IBS or other System the information relating to an Entry that Bank may then use to generate the ACH File. The Entries transmitted by Customer shall (i) be to the location and in compliance with the formatting requirements set forth by the Bank and as may be changed from time to time by Bank; (ii) not have an Effective Entry Date that is more than five (5) Business Days from the receipt of the Entry by Bank (with Collected Funds remaining in the Account until such future settlement date); and (iii) be in compliance with the requirements of this Agreement including, but not limited to, the Security Procedures and the Operating Rules. Entries shall be deemed received by Bank, in the case of Electronic Transmission, when the transmission in compliance with the Agreement is completed.
- b. Future Dated ACH Origination. The Customer will deliver each Entry or file of Entries to Bank no later than the established Cut-Off Time. All Entry information so delivered shall be in the medium required by the Bank and the format required by the Operating Rules. Unless otherwise agreed by Bank in writing:
 - i. **Credit Entries.** The Bank may require Credit Entries to be delivered on or before two Business Days prior to the effective date of the Entries contained within the file. Bank currently allows Entries to be received from Customer on the last Business Day prior to

the effective entry date; provided, that Bank reserves the right to change this procedure at its sole discretion upon notice to Customer.

- ii. **Debit Entries.** Debit Entries are to be delivered on or before one Business Day prior to the effective Entry Date of the Entries within the file.
 - iii. **Delays.** If Entries are not timely delivered by Customer as set forth above there may be a delay in settlement, and in such event, Customer agrees that Bank will be held harmless in the event settlement does not occur on the effective Entry Date.
 - c. Same Day ACH Origination. Customer will deliver each same day ACH Entry or file of same day ACH Entries to Bank no later than the Cut-Off Time on the settlement date. Same day ACH Entries must comply with the Operating Rules and Bank's requirements and restrictions as disclosed to Customer from time to time.
4. **Effective Date for Entries.** The effective date with respect to an Entry shall mean the Business Day upon which the Entry is to be posted to the account of Customer's customer.
 5. **Rejection of Entries.** Bank may reject any Entry for any reason in good faith, including, but not limited to those Entries that either; (i) do not comply with the Agreement, (ii) exceeds the amount of the Available Balance in Customer's Account or exceeds the daily ACH limits established by Bank for Customer from time to time, or (iii) Bank reasonably believes violates Applicable Laws. Bank shall notify Customer by of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. Bank shall have no liability to Customer by reason of the rejection of any Entry or the fact that such notice is not given or not given at an earlier time than that provided for herein.
 6. **Cancellation of Amendment of Entries.** Customer agrees that it has no right to cancel or amend an Entry after it has been submitted to Bank. However, if a request for cancellation or amendment is received by Bank prior to transmitting the Entry to the ACH Operator, Bank may use reasonable efforts to act on

such a request but shall have no liability if such request is delayed or not executed.

7. Reversal of Entries. Customer may initiate a Reversing Entry to correct an Erroneous Entry ("**Reversal**") and the Reversal must be transmitted to the Bank within twenty-four (24) hours of the discovery of such duplication or error so that it may be timely transmitted to the ACH Operator. Notwithstanding the foregoing, the Reversal must be transmitted to the Receiving ACH Operator in such time as to be transmitted or made available to the RDFI by midnight of the fifth (5th) Business Day following the Settlement Date of the Erroneous Entry. Bank may charge Customer and Customer shall reimburse Bank for any expenses, including internal employee time, legal expenses, losses, or damages that Bank may incur in effecting or attempting to affect Customer's request for the Reversal.

8. Inconsistency of Name and Account Number Customer acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI may be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number supplied by Customer, even if it identifies a person or entity not consistent with the named Receiver, and Customer remains obligated to pay the amount of the Entry to Bank notwithstanding the inconsistent nature of the information provided to Bank.

9. Security Procedures.

Customer acknowledges and agrees that it has received and reviewed the Security Procedures offered by Bank that apply to the ACH Origination Services and Payment Orders and that Customer's use of the ACH Origination Services constitutes the Customer's acceptance of those Security Procedures as commercially reasonable and otherwise subject to the terms addressing use of Security Procedures in Schedule 1 of this Agreement.

10. Settlement by Customer for Entries. Customer will maintain an Account at Bank to be used as a "**Settlement Account**" with balances sufficient to offset any Entries submitted and against which any rejected Entries may be credited or debited. Bank will either charge or credit Customer's Settlement

Account for any Credit or Debit Entry initiated by Customer on the Settlement Date. Customer will reimburse with good and immediately available funds in the amount required by Bank if, after settlement has been made by Bank, any Debit Entry is rejected, if any adjustment memorandum that relates to any such Debit Entry is received by Bank, or if an overdraft is created in any of Customer's Accounts to pay for any of Customer's Entries. Such reimbursement will be made on the date such rejection or memorandum is received by Bank. Customer shall maintain a sufficient Available Balance to pay Bank the amount of each Entry transmitted by Bank on the date the Entry is transmitted by Bank to the ACH Operator. In the event Customer does not have sufficient funds in the designated Account, Bank may debit any other Customer Account or create an overdraft in Customer's Account to pay for such Entries. Bank may provisionally credit Customer for Debit Entries on the Effective Entry Date of such Debit Entry, *provided, however*, that Bank may reverse such Entry if final payment is not received by Bank by the next Business Day. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT IT HAS RECEIVED NOTICE OF THE OPERATING RULE REGARDING PROVISIONAL PAYMENT AND OF THE FACT THAT, IF SUCH SETTLEMENT IS NOT RECEIVED, THE RDFI SHALL BE ENTITLED TO A REFUND FROM THE RECEIVER OF THE AMOUNT CREDITED OR DEBITED AND CUSTOMER SHALL NOT BE DEEMED TO HAVE SETTLED THE RECEIVER THE AMOUNT OF THE ENTRY.

11. Pre-Funding. Bank reserves the right to require Customer to pre-fund an Account maintained at Bank prior to the Settlement Date, or in the case of a Same Day ACH Credit Entry on the Settlement Date, of the ACH File for payment of any ACH Entries ("**Pre-Funding**"). Customer will provide immediately available funds sufficient to pay all Credit Entries initiated by Customer prior to initiating any Entries for which pre-funding is required. Bank will not be obligated to process, transmit, or settle for the Credit Entries received from Customer if an Available Balance is not on deposit if Customer is put on Pre-Funding. Bank may require Pre-Funding at any time without notice to Customer, provided, that Bank shall endeavor to provide notice to Customer prior to placing Customer's ACH Service on Pre-Funding. In the case of ACH Credit Entries originated by Customer, sufficient Available Funds must be in the Pre-Funding Account before Customer transmits the ACH File to Bank, and, in all instances, a minimum of

two (2) Business Days prior to Settlement Date, or Customer's ACH Credit Entries may not be processed. In the case of ACH Debit Entries originated by Customer, sufficient Available Funds must be in the Pre-Funding Account before Customer transmits the ACH File to Bank, and, in all instances, prior to Settlement Date, or Customer's ACH Debit Entries may not be processed. Bank is under no obligation to hold the ACH File until Available Funds are in the Account and then process same ACH File, although Bank may do so at its discretion. When the Bank holds the ACH File until the account is funded, if the account is funded after the effective date of the original file transmission, the effective date will be changed by the Bank to the earliest available Business Day and the ACH File will be processed. Bank is under no obligation to contact Customer in the event of insufficient Available Funds to process Customer's requested Entry. Should Bank process an ACH File against an Account with insufficient Available Funds, Bank is under no obligation to process subsequent ACH Files against an Account with insufficient Available Funds

12. Erroneous Entry. If the Customer discovers that any Entry it has initiated was in error, it must notify the Bank in writing of such error and must comply with the security procedures. The Bank will utilize its best efforts on behalf of Customer, consistent with the Operating Rules to correct the Entry, subject to the terms of Schedule 1 of this Agreement. In all such cases, it shall be the responsibility of the Customer to notify its affected customers that an Entry has been made, which is at variance with the customer's authorization or is otherwise erroneous. The Customer is responsible for the creation of reversing entries.

13. Rejected or Returned Entry. In the event any Entries are rejected or returned by the ACH Operator for any reason whatsoever, it shall be the responsibility of Customer to remake and resubmit such Entries or otherwise to resolve the rejection or return in accordance with the Operating Rules, provided, however, the Bank shall remake such Entries in any case where rejection by the ACH Operator was due to mishandling of such Entries by the Bank and sufficient data is available to the Bank to permit it to remake such Entries. The Customer shall retain and provide the Bank on request all information necessary to

remake any files of Entries for three (3) Business Days after midnight from the day Entries are made to Customer's Account. In all other instances, Bank's responsibility will be to receive rejected and returned Entries from the ACH, perform necessary processing, control and settlement functions, and to forward such Entries to the Customer.

14. Representations, Warranties and Indemnification.

With respect to each and every Entry initiated by Customer, the Customer represents and warrants, and will be deemed to have made the same at the time each Entry is initiated by Customer, that a) each Entry complies with this Agreement and the Operating Rules, b) no warranties of an Originator and ODFI have been or shall later be breached, c) each Entry shall in no way violate any Applicable Laws, including the Electronic Fund Transfer Act and Regulation E, d) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry as required by the Operating Rules, (e) such authorization is operative at the time of transmittal or settlement by Bank as provided herein, (f) Entries transmitted to Bank by Customer are limited to those types of Debit Entries or Credit Entries given by Customer at the time of Set Up for ACH Services, and (g) Customer shall be bound by and comply with the Operating Rules as in effect from time to time, including, without limitation, the rule regarding making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry.

15. Bank's Responsibilities. In the performance of the services required by this Agreement, Bank shall be entitled to rely solely on the information, representations and warranties provided by Customer pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof.

16. Customer's Rights to Refund for Debit Entries.

Customer acknowledges the right of a Receiver to obtain a refund of the funds debited from Receiver's account by such customer's sending of a notice to the Receiving Bank within applicable regulatory timeframes Such Receiver's notice must state the error, and demand that the amount of the Debit Entry be credited back to Receiver's account. Customer

agrees to promptly reimburse Bank for all funds Customer has received when Receiver follows the procedures described in this Section.

17. THIRD PARTY SERVICE PROVIDERS. If Customer hires, employs or engages a TPSP in connection with any ACH Service, such Customer Vendor is Customer's agent. Customer shall notify Bank of the name of any Customer Vendor to whom it delegates its duties or responsibilities under this Agreement before Customer's Vendor initiates any Transactions or performs an obligation authorized or required under this Agreement. Customer agrees that it shall be solely responsible for ensuring its' Vendor complies with Customer's obligations under this Agreement (including Security Procedures). Customer is bound by all acts of such Customer Vendor. Customer confirms that it grants authority to those Customer Vendors so identified in accordance with this Section to legally bind Customer with respect to its use of the ACH Origination Services. Customer is liable for (i) Customer Vendor's actual failure to comply with any of Customer's obligations under this Agreement, (ii) all fees, costs and expenses owed to each Customer Vendor for its services on Customer's behalf, and (iii) any claims, damages, costs and expenses incurred by Customer or Bank as a result of Customer Vendor's failure to perform, delay or error in performing services on Customer's behalf or comply with the Operating Rules. Notwithstanding the foregoing, Customer understands and agrees that Bank may refuse to accept any Instructions from such Customer Vendor for any reason, but in no event shall Customer or Customer Vendor have a cause of action, legal or equitable, against Bank for such refusal.

18. TERMINATION OF ACH ORIGINATION SERVICES. In addition to Bank's right to terminate Services under this Agreement, Bank reserves the right to immediately terminate in its sole good faith discretion, all or part of the ACH Services upon providing written notice to Customer, including, but not limited to, if the Customer in Bank's sole good faith discretion has an excessive number of Return Entries

19. Unauthorized Requests. The Customer is solely responsible for all requests received by the Bank. If at any time the Customer suspects that an unauthorized request has been made or that Customers access codes and/or login information

have or may have become known to any unauthorized person or party, **THE CUSTOMER MUST IMMEDIATELY PROVIDE TELEPHONE NOTICE TO TREASURY MANAGEMENT SUPPORT AT THE NUMBER INDICATED ON THE "CONTACT US" PAGE AT THE END OF THIS AGREEMENT, TO BE FOLLOWED AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF BUSINESS DAY, AFTER TELEPHONE NOTIFICATION TO THE ADDRESS INDICATED IN CONTACT US PAGE BELOW.**

20. ACH Daily Limits and Restrictions. The maximum daily ACH limit equals the amount of Credit Entries and Debit Entries transmitted by customer to Bank on a Business Day as well as the aggregate value of limits that may be transmitted with a common settlement day. This limit is subject to review at a minimum annually by Bank and may be changed at any time by Bank in its sole discretion. Bank may restrict the type of Entries that Customer may originate by Standard Entry Class ("SEC") Code in Bank's sole discretion. Customer can request the limit be reviewed at any time.

21. Provisions Applicable to ACH Third Party Senders. With respect to each and every Entry initiated by Customer, Customer represents and warrants to Bank and agrees that (a) Customer shall initiate Entries as a Third-Party Sender only in compliance with the provisions of this section after prior written approval by Bank, (b) in any case in which Customer acts as a Third-Party Sender with respect to the initiation of Entries on behalf of other Originators or Third-Party Senders, the Originator has agreed to assume the responsibilities of an Originator under the Operating Rules, and Customer makes the warranties and assumes the liabilities of an Originating Depository Financial Institution as provided in the Operating Rules, (c) each person shown as the Receiver on an Entry received by Bank from Customer has authorized the initiation of such Entry and the debiting or crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (d) such authorization is operative at the time of transmittal or at the time of debiting or crediting by Bank as provided herein, (e) Entries transmitted to Bank by Customer are limited to PPD and CCD unless separately approved by Bank in writing, (f) Customer shall perform its obligations under this Agreement in accordance with all Applicable Laws, (g) Customer

shall be bound by and comply with the Operating Rules as in effect from time to time. Customer specifically acknowledges that it has received notice of the Operating Rules. Customer shall indemnify Bank against any claim, loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements, (h) Customer shall comply with Operating Rule requirements related to annual compliance audits and risk assessments and will implement a risk management program based on the results of those assessments, and (i) Customer will establish data security policies, procedures and systems with commercially reasonable authentication, authorization and encryption protocols.

23.1 Customer Acting as Third-Party Sender.

Due Diligence; Bank Approval of Originators. In any case in which Customer proposes to act as a Third-Party Sender with respect to the initiation of Entries on behalf of other Originators, Customer shall perform due diligence on each proposed Originator and provide a summary of the results of the due diligence to Bank upon such form, and in such format, as Bank may from time to time require. Customer's responsibilities shall include, but not be limited to, the following:

- a. Performing an initial check on the name of the proposed Originator against the OFAC List prior to entering into any agreement to provide ACH services to such Originator and repeating such check monthly, or as often as the OFAC List is updated, to ensure no match is found;
- b. Implementing and administering the requirements of Bank's Customer Identification Program ("**CIP**") for ACH Originators as may be adopted and provided to Customer from time to time;
- c. Obtaining general information on the proposed Originator including name, address, taxpayer identification or social security numbers, copies of corporate organization documents, identity of owners, type of business, purpose for the Transactions and similar general information. This information must be compiled and provided to Bank as required by Bank;

- d. Obtaining sample copies of ACH authorizations, customer contracts and related materials to be used by the Originator;
- e. Setting and enforcing Transaction exposure limits;
- f. Auditing and testing Originator authorization processes and quality;
- g. Monitoring forward and return Transaction volumes, dollars and rates; and
- h. SEC Code specific risk management requirements and warranties as required by the Operating Rules.

Bank will review the due diligence information provided by Customer and approve, deny or request additional information regarding the proposed Originator in a timely fashion. Customer will not transmit Entries from the proposed Originator until receipt of Bank's written approval.

Contract Requirements. Customer shall enter into an agreement with each Originator pursuant to which the Originator is bound by the Operating Rules and assumes the responsibilities of an Originator under the Operating Rules. Such agreement must contain an acknowledgment that Entries that violate the laws of the United States may not be initiated. Customer shall provide Bank with the form of agreement to be used by Customer with respect to this requirement, and Customer shall provide Bank with any amendments to such form agreement.

23.2 Customer Agreements with Others Acting as Third-Party Senders.

Due Diligence; Bank Approval of Third-Party Sender and Originators. In any case in which Customer proposes to act as a Third-Party Sender with respect to the initiation of Entries on behalf of another Third-Party Sender with whom the bank does not have a direct contractual relationship ("A Nested Third Party Sender"), Customer shall perform due diligence on each proposed Third-Party Sender and provide a summary of the results of the due diligence to Bank upon such form, and in such format, as Bank may from time to time require. Customer's responsibilities shall include, but not be limited to, the following:

- a. Performing an initial check on the name of the proposed Third-Party Sender against the OFAC List prior to entering into any agreement to

provide ACH services to such Third-Party Sender and repeating such check monthly, or as often as the OFAC List is updated, to ensure no match is found;

- b. Implementing the requirements of Bank's CIP for ACH Originators, as may be adopted and provided to Customer from time to time, with respect to the proposed Third-Party Sender;
- c. Obtaining general information on the proposed Third-Party Sender including name, address, taxpayer identification or social security numbers, copies of corporate organization documents, identity of owners, type of business, purpose for the transactions and similar general information. This information must be compiled and provided to Bank as required by Bank;
- d. Obtaining sample copies of Agreement between Customer and the additional Third-Party Sender;
- e. Ensuring that the Nested Third-Party Sender complies with annual Nacha Audit and Risk Assessment requirements. The Nested Third-Party Sender may not rely on an audit or risk assessment performed by another Third-Party Sender; it must conduct its own;
- f. Setting and enforcing transaction exposure limits;
- g. Auditing and testing Originator authorization processes and quality;
- h. Monitoring forward and return transaction volumes, dollars and rates; and
- i. SEC Code specific risk management requirements and warranties as required by the Operating Rules.

Bank will review the due diligence information provided by Customer and approve, deny, or request additional information regarding the proposed Third-Party Sender in a timely fashion. Customer will not transmit Entries from the proposed Third-Party Sender until receipt of Bank's written approval.

Contract Requirements. In any case in which Customer acts as a Third-Party Sender with respect to the initiation of entries for another Third-Party Sender, including instances in which there are multiple Third-Party Senders in the chain between Customer and the Originator, Customer shall require that (i) an agreement be entered into by each party in the chain pursuant to which each such party agrees to be bound by the Operating Rules, (ii) each Third-Party Sender shall agree in writing to

assume the responsibilities and make the warranties of an Originating Depository Financial Institution as provided in Sections 5.3 and 5.5 of the Operating Rules, and (iii) the Third-Party Sender whose relationship is with the Originator enters into an agreement, containing the provisions set forth in (a)(ii). Each of the aforementioned agreements must contain an acknowledgment that Entries that violate the laws of the United States may not be initiated. Furthermore, each of the agreements shall require the Third-Party Sender having a contract with the ultimate Originator to perform the due diligence required under (a)(i) and provide the results of the same to Bank for Bank's review and approval or denial of each proposed Originator. Customer shall provide Bank with the form of agreement to be used by Customer with respect to other Third-Party Senders, which must be agreed upon for use by Bank. Customer shall provide Bank with any amendments to any such form agreements prior to their use. Customer shall obtain the prior consent of Bank with respect to any Third-Party Sender or Originator on behalf of whom Customer intends to initiate any Entries.

Schedule 6: Business Bill Pay

You may use Business Bill Pay (the "Bill Pay Service") to direct Bank to make payments from your designated checking account to the Payees (anyone you designate to pay and, Bank chooses to accept, as a recipient of a bill pay transaction).

1. Administration and Authorized Persons. The Administrator will be granted access to Business Bill Pay. The Administrator may request Business Bill Pay access for additional Authorized Persons. Access rights for Authorized Persons may be modified by the Administrator once the Authorized Persons are granted access in Business Bill Pay. The Administrator will select desired levels of authority for each Authorized Person.

2. Managing Payees. Authorized Persons are permitted to add a new payment to a Payee by accessing the service and entering the appropriate information or add a new Payee. The Bank reserves the right to refuse the designation of a Payee for any reason. You may pay any Payee within the United States (including U.S. territories). The Bank is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

3. Bill Payment Daily Limits and Restrictions. Transfer Limitations: All services and transfers offered through this Agreement may incorporate restrictions on the dollar-value of transactions. The maximum daily limits are subject to review and may be changed at any time by Bank in its sole discretion. Customer can request the limit be reviewed at any time. Bank may restrict the type of payments that the Customer may originate.

4. Payment Processing Dates. Business Bill Pay functions on a "Due Date Model" wherein you will select the due date for your payment and Business Bill Pay will calculate the appropriate processing date based on whether your Payee is designated to receive payment electronically or by check. The system will display a calendar indicating the soonest available due date for your desired payment. Payments made electronically will result in a debit to your account on the due date. Draft checks are encoded with your account number and your account will not be debited until the check has been presented for payment by the Payee. The Cut-off time for scheduling of payments is on the business day immediately preceding the processing day.

5. Recurring Payments. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules: If the recurring payment "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date. If the recurring payment "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date. The system will calculate the Estimated Arrival Date of your payment. This is only an estimate, so please allow ample time for your payments to reach your "Payees." **Note:** If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated

processing date, then the last calendar day of that month is used as the calculated processing date.

6. Cancelling a Payment. A bill payment can be changed or cancelled any time prior to the cutoff time on the scheduled processing date. Once processed, you may not cancel or stop bill or payroll payments delivered electronically. You may place a stop payment on bill payments issued by check by contacting the Bank before the check is presented for payment. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

Available Funds. Bank reserves the right to refuse or cancel any payment(s) if the full dollar value of any individual payment or of all outstanding payments submitted for processing is not fully supported by collected available balances at any point from the time the payment(s) is scheduled until funds are deducted from the Customer account.

8. Security Procedures. Customer acknowledges and agrees that it has received and reviewed the Security Procedures offered by Bank that apply to the Bill Payment Service and that Customer's use of the Bill Payment Service constitutes the Customer's acceptance of those Security Procedures as commercially reasonable, and subject to the terms Schedule 1 of this Agreement addressing Security Procedures.

9. Unauthorized Bill Payment Requests.

The Customer is solely responsible for all Bill Pay Service requests received by the Bank. If at any time the Customer suspects that an unauthorized Bill Pay Service request has been made or that access codes and/or login information have or may have become known to any unauthorized person or party, **THE CUSTOMER MUST IMMEDIATELY PROVIDE TELEPHONE NOTICE TO TREASURY MANAGEMENT SUPPORT AT THE NUMBER INDICATED ON THE "CONTACT US" PAGE AT THE END OF THIS AGREEMENT, TO BE FOLLOWED AS SOON AS POSSIBLE, BUT NO LATER THAN THE END OF BUSINESS DAY, AFTER TELEPHONE NOTIFICATION TO THE ADDRESS INDICATED IN CONTACT US PAGE BELOW.** CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT CERTAIN RISKS ARE INHERENT IN THE TRANSMISSION OF OR PROVIDING ACCESS TO INFORMATION OVER THE INTERNET AND THERE CAN BE NO ASSURANCE THAT INQUIRIES OR TRANSACTION ACTIVITY WILL BE COMPLETELY SECURE OR FREE FROM DELAYS,

MALFUNCTIONS, OR OTHER INCONVENIENCES GENERALLY ASSOCIATED WITH THIS ELECTRONIC MEDIUM. THE FINANCIAL INSTITUTION MAKES NO REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT THAT A SECURITY PROCEDURE WILL BE EFFECTIVE AND, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, THE FINANCIAL INSTITUTION SHALL NOT HAVE ANY LIABILITY FOR THE BREACH OF A SECURITY PROCEDURE OR THE INTEGRITY OF THE SYSTEM OR ANY SERVICE.

Schedule 7: POSITIVE PAY AND ACH BLOCK / FILTER

The Bank strongly recommends that all of its customers take precautions to decrease the risk of unauthorized Transactions, including but not limited to, the use Services designed to detect and/or deter check and ACH fraud, such as Check Positive Pay and ACH Positive Pay which are automated fraud detection tools that match Check and/or ACH Transaction information provided by Customer with Transactions presented to Bank for payment.

1. Check Positive Pay

a. Issued Checks File for Positive Pay. Each time Customer issues Checks drawn on its Account(s) enrolled in Positive Pay, Customer will transmit a file with information about such Checks to Bank via IBS or other System (the ***“Issued Checks File”***). The Issued Checks File shall accurately state the Check number, Check date, and the exact dollar amount of each Check issued, and any other information required by Bank from time to time (collectively, the ***“Check Information”***). **The Issued Checks File must be transmitted and received by the Bank no later than the Cut-Off Time on the Business Day Customer issues the first Check included in the Issued Checks File.** Positive Pay is a next day process, which means the Exception Checks (defined below) being presented actually cleared Customer’s Account the night before as Checks are presented to the Bank through regular banking payment systems and provisionally paid.

b. Issues Checks File for Payee Positive Pay. If Customer subscribes to the Payee Positive Pay Service as indicated on the Set Up Form, the Issued Checks File must also include the Payee as it appears on the face of the Check, and the Payee shall be deemed included as part of

the ***Check Information***. Customer shall transmit the Issued Checks File to the Bank in a format and medium as specified by the Bank. **The Issued Checks File must be transmitted and received by the Bank no later than the Cut-Off Time on the Business Day Customer issues the first Check included in the Issued Checks File.** In the event of a failure of either Customer’s system or the Bank’s System and the Issued Checks File cannot be received by the Bank or the Bank cannot process the Issued Checks File, the Issued Checks File shall not be considered received, even if the Bank is in possession of the Issued Checks File.

c. Checks subject to Positive Pay and Payee Positive Pay Services. The Positive Pay and Payee Positive Pay Services apply to Checks that are presented for payment to us through normal interbank clearings. They are not designed to compare your Issued Checks File against Checks that are presented in any other manner (e.g., at a teller window, through an automated teller machine, or by mail). At our sole discretion, we may attempt to compare your Issued Checks File with such Checks; however, we will not be liable for our failure or refusal to do so. We may pay stale-dated and post-dated Checks unless you timely submit a stop payment order or notice of postdating for such Checks.

d. Processing, Exception Checks File. As Eligible Checks (defined below) are presented to the Bank for payment, the Check number, date, and dollar amount, and, if Payee Positive Pay is selected in the Set Up Form, the Payee, will automatically be compared to information in the Issued Checks File. Customer acknowledges that the read rate for payee positive pay is influenced by the Customer’s check stock and printing methods. Customer may be required to adhere to formatting requirements provided by the Bank in order ensure accuracy. Customer agrees that the Bank will pay Eligible Checks that exactly match the ***Check Information*** in the Issued Checks File without further inspection. If the Check number, Check date or dollar amount (and payee name as applicable) of an Eligible Check does not exactly match the information in the Issued Checks File, that Check (each, an ***“Exception Check”***) will appear on an Exception Report made available by Bank for review by Customer. Customer must then decision each of the Exception Checks presented and provide an Instructions to Bank whether to pay or return such Exception Check. ***“Eligible Checks”*** are defined as those checks appearing on their face to be drafted on Customer’s Account and presented to the

Bank through in clearings and at one of the Bank's branches.

d. Decision of Exception Checks. Subject to System availability, Customer will receive notice to review for Exception Checks at the email address established by an Administrator or other Users as designated by Customer and as posted by Bank to the System. In the event of the delay or failure of the ability of the Bank to deliver notice of review for Exception Checks, Customer remains responsible for reviewing the information on the System and reconciling its own Account records on a daily basis. No later than Cut-Off Time on the same Business Day that Customer receives notification or information is posted regarding an Exception Check, Customer must use IBS, or other System made available by Bank, to make a decision whether to pay or return the Exception Check. Any Exception Checks not decided by the Cut-Off Time will be handled according to the default decision type listed on the Set Up Form.

If Bank receives timely notification from Customer to return an Exception Check, Bank will stamp the front of the check with the appropriate reason code and return the check unpaid through the banking system. Customer may be required to submit additional documentation regarding the suspect item (e.g. an Affidavit of Forgery). In the event that IBS is not operational, alternative modes of communication will be utilized, including another System.

e. Failure to use Services. Customer the Bank's Positive Pay Services are intended to be used to identify and return Items which Customer suspects, in good faith, are fraudulent. The Positive Pay services are not intended to be used as a substitute for Customers placing stop payment orders on Items which Customer does not wish to be paid and which are not suspected as being fraudulent. If the Bank suspects or concludes, in its sole discretion, that Customer is using the Positive Pay services in violation of this condition, the Bank may require Customer to provide evidence that items the Bank returns pursuant to its instructions were in fact fraudulent. The Bank will hold Customer liable for losses the bank sustains on Items returned under the Positive Pay services which are not established as fraudulent items.

2. Customer Liability for Issued Checks File. Customer represents, warrants and agrees that each

Issued Checks File constitutes Customer's statement that all Checks listed on the Issued Checks File are properly payable by Bank. By transmitting an Issued Checks File to Bank, Customer represents and warrants that all Eligible Checks that match the **Check Information** on the Issued Checks File or for which Bank receives an Instructions to pay (by the default selected or otherwise) constitutes Customer's acceptance of such Eligible Check as properly payable and Customer agrees that Bank exercises ordinary care whenever it pays such Check and Bank may charge the Authorized Account and shall have no liability in connection with such Eligible Check. Customer understands that Customer will be liable under this provision for Checks fraudulently listed on the Issued Check File, and for Checks that may not be detected under the procedures identified by this Agreement, such as Checks with forged signatures or altered payee names, and Customer agrees to accept such risk of liability. Customer hereby assumes sole responsibility for determining if Checks presented for payment from the enrolled Account(s) are authorized to be paid from such enrolled Account(s), however, the foregoing is not intended to relieve the Bank of its obligation to compare **Check Information** under Section 1 above.

3. Over the Counter Check Cashing. The Customer acknowledges and agrees that the Bank may follow its normal check cashing procedures for any Check which is presented for payment in cash over the counter and drawn on an enrolled Account; provided that a teller may, but is not obligated to, determine whether Customer has authorized a Check for payment using the Positive Pay Service. Customer further acknowledges and agrees that Bank has no obligation to cash over the counter any Presented Check that is an Exception Check, and the Bank's refusal to do so shall not be deemed the wrongful dishonor thereof.

4. ACH Positive Pay/Blocks

a. Description of Services. The ACH Positive Pay Service allows Customer to establish the criteria under which Automated Clearing House Transactions ("ACH Transactions") associated with Customer's Accounts (each, an "Enrolled Account") will be paid or rejected by Bank based upon the initial setup of Customer's configuration and as such criteria is changed by Customer from time to time. Any Administrator or, at the designation of the any Administrator, other Authorized Persons, will configure approval criteria for ACH

Transactions or as to ACH Transactions for approved senders (collectively, "*Approved Criteria*"). In the event an ACH Transaction which does not conform to Customer's Approval Criteria posts to Customer's Account (an "Exception Item"), Customer will receive a notice to review (including via email to any Administrator or Other User) and decision the ACH Transaction through IBS. Notice of Exception Items will be produced on the Business Day in which any Exception Items are received and otherwise be posted to the System. In the event of the delay or failure of the ability of the Bank to deliver notice of review for Exception Items, Customer remains responsible for reviewing the information on the System and reconciling its own Account records. Customer acknowledges and agrees that it is Customer's responsibility to access the System or the applicable Services in order to view ACH Transactions and information regarding activity in the System or an Account, and otherwise take appropriate action in reaction to any such Notice of an Exception Item and in compliance with the terms of the applicable Service. Customer's receipt or lack of receipt of any notice has no effect on the validity of ACH Transactions or information.

b. Customer Responsibilities. Customer is responsible for reviewing all ACH Transaction activity and for decisioning Exception Items by the Cut-Off Time each Business Day ("**Pay/Return Decision**"). Customer will be required to complete a Written Statement of Unauthorized Debit for each Exception Item Customer designates for return and non-payment. Customer's Account will be credited by the opening of the Business Day following the return. ACH Transactions for which the Customer is the ACH Originator (i.e., ACH Origination Offsets) may not be returned. In the event Customer does not communicate the Pay/Return Decision on an Exception Item in accordance with the Cut-Off Time, Bank shall pay or return the ACH Debit in accordance with Customer's Instructions. All ACH Debits paid by Bank shall be posted to Customer's designated Account. Customer agrees that the return of any ACH Debits posting to an Account shall not be deemed a wrongful dishonor.

c. ACH Block. An ACH Block permits Customer to place a block on an Account where Customer may not want ACH Transactions allowed. ACH Debit Entries received prior to the setup of the ACH Block service (including ACH Positive Pay) may be posted to Customer's deposit account(s) in accordance with the Operating Rules.

5. **Customer Information.** Customer understands and acknowledges that, in order for Bank to perform the Services hereunder, Customer must provide all information required by Bank, including without limitation, the Instructions, in a timely manner, and such information must be accurate and complete. In the event that any such information is not timely, accurate and/or complete, Bank may be unable to reject an ACH Debit Entry (as defined in the Operating Rules) in accordance with Customer's Instructions, and, in this event and notwithstanding anything to the contrary in the Agreement, Bank shall not be liable for its failure to return such ACH Debit Entry or ACH Credit Entry.

6. **Entries not Subject to Debit Protection Services.**

This Schedule in no way restricts Bank from charging the Enrolled Account for (i) the settlement activity related to the origination of ACH Credit Entries (as defined in the Operating Rules) authorized by Customer, (ii) any fees or other amounts owed by Customer to Bank or to a third party selected by Bank from time to time to provide specific services; or (iii) internal ACH Debit Entries originated through and by Bank.

7. **Limitation on Liability; Indemnification.**

In addition to the limits on Bank's liability as set forth in the Agreement, in no event shall Bank be liable for any Losses relating to paying a Check that was not properly payable, wrongful dishonor of a Check or Bank's or Customer's actions with respect to payment or return of any Check (under the UCC or otherwise) in accordance with the terms of this Schedule. Customer agrees that Bank exercises ordinary care whenever it rightfully pays or returns an Exception Check consistent with the terms of the Agreement or Customer's Instructions. Customer expressly agrees that Customer's failure to timely direct Bank to return any Eligible Checks in accordance with the terms hereof will constitute acceptance by Customer of such Eligible Checks and each such Eligible Check will be properly charged against the Account on which it is drawn; the Bank shall have no liability in connection with such Eligible Checks. In addition to Customer's indemnification obligations in the Agreement, Customer agrees to indemnify and hold harmless the Bank against any and all Losses resulting directly or indirectly from: (a) claims or actions by third parties arising out of Customer's use of the Positive Pay Services, including any claim by a third party arising out of Bank's dishonor of Check as part

of performing the Positive Pay Services as directed by Customer, and (b) as a result of Bank's failure to honor any ACH Entry (as defined in the Operating Rules), including return or rejection of any ACH Debit Entry, to an Enrolled Account in accordance with Customer's Instructions.

Customer acknowledges that its failure to use services included in Schedule 6 above could substantially increase the likelihood of undetected fraudulent activity on Customer's Account(s) and that it is not unreasonable under the circumstances for the Bank to require Customer to use these services as appropriate upon request. Customer agrees that if it fails to implement these services following the Bank's request that it do so, Customer will be precluded from asserting any claim against the Bank for paying an unauthorized altered, counterfeit, or other fraudulent item that these services are designed to detect or deter, and the Bank will not be required to re-credit Customer's Account(s) or otherwise be liable to Customer for paying such item.

Third Party Suppliers – The Bank may use third Suppliers to provide some or all of the Services under the terms of this schedule. To the extent any Services in this Schedule are dependent on the Bank's ability to obtain or provide access to a third party network or distribution system and in addition to Banks limits on liability above, Customer agrees that if the network or system is not available for any reason, or in the event the Bank determines in its sole discretion that it is unable to continue providing third party network or system access, the Bank may discontinue the Services related to such networks or systems, or it may provide the Services through an alternative third party network or system. The Bank shall have no liability for any errors or the unavailability of any Supplier network or system used in providing the Services contemplated under this Schedule.

Schedule 7: SWEEP SERVICES

If Customer has elected to receive Sweep Services as set forth in this Schedule in more detail below (each, and collectively, referenced to as the "**Sweep Services**") Customer authorizes Bank and Bank agrees to automatically transfer money from one or more of Customer's Accounts designated in the Set up Form ("Sweep Account(s)") as follows: (i) using the Dynamic Business Sweep to sweep funds to a separate interest-

bearing account (the "**Deposit Account**") held by Customer with Bank; (ii) to and/or from a loan account maintained by Customer with Bank (the "**Loan Account**"); or (iii) for investment in a **Repurchase Agreement** (defined below) in accordance with the terms of this Agreement. If Customer has elected to receive, and Bank has agreed to provide, the Dynamic Business Sweep or the Repurchase Agreement Sweep Service, Customer has designated the balance it wants to maintain in Customer's Sweep Account(s) on the Set Up Form (the "**Target Balance**") and specific to the Repurchase Agreement Sweep Service on the Set Up Forms, the maximum daily investment amount (the "**Investment Amount**" which Investment Amount is subject to Bank's prior approval). Bank, without notice to Customer, shall have the right to increase or decrease the Target Balance and the Investment Amount without notice to Customer (including over IBS or other System), and, with the prior written consent of Bank and after completing new Set Up Forms, Customer may change the Target Balance and/or the Investment Amount. Any amount of Collected Funds in the Sweep Account that exceeds the Target Balance ("**Excess Funds**") shall automatically be earmarked for transfer. A Master Account under the terms of a ZBA relationship may be used as the Sweep Account. The Sweep Services described herein are provided by Bank to Customer solely as bona fide treasury management services. Bank does not undertake any fiduciary obligation to Customer with respect to Sweep Services. Bank's duties to act for Customer are solely mechanical and administrative in nature.

1. Loan Sweep

1. Applicability. The Loan Sweep may be available when customer maintains a Sweep Account at Bank and Bank also has extended a loan to Customer that is eligible for participation in the Loan Sweep Service. Following completion of the required Documentation and acceptance and approval of the Service by Bank, at the end of each Business Day, after giving effect to all debits and credits to the Sweep Account, there may remain in any or all Sweep Accounts a balance of Collected Funds that is either (a) less than the Target Balance or (b) in excess of Target Balance. Accordingly, Customer will desire to borrow and the Bank will desire to lend funds under the terms of the Loan Agreement ("**Loan Advance**") in an amount (which is the lesser of (i) the amount by which the Collected Funds balance is less than the Target

Balance or (ii) the amount which is available to be borrowed under the Loan each, the “**Loan Amount**”). There may be Excess Funds remaining in the Sweep Account(s) which Customer desires to remit to the Bank for application against the outstanding balance of the Loan (“**Repayment Transaction**”). Customer must select either of the Loan Sweep Service options on the Implementation Materials:

- (i) **One Way Sweep** – Loan Account to Sweep Account or Sweep Account to Loan Account, or
- (ii) **Two Way Sweep** – Loan Account to Sweep Account and Sweep Account to Loan Account.

If there are Excess Funds in the Sweep Account, Customer desires to remit to the Bank for application against the outstanding balance of the Loan (a “**Repayment Transaction**”). For purposes of this Service, the term “Transaction” shall mean either a Loan Advance Transaction or a Repayment Transaction, as applicable.

2. Initiation of Transactions.

- a. After the close of business of each Business Day, the Bank will determine (following the movement of an ZBA transactions) whether the amount of Collected Funds in the Sweep Account is less than or greater than the Target Balance.
- b. If the Bank determines that the amount of Collected Funds in the Sweep Account is less than the Target Balance, the Bank will initiate a Loan Advance Transaction, by charging the Loan in the Loan Amount and by crediting the Sweep Account in the Loan Amount, but only if all of the following are true: (i) Customer has not repaid or canceled the Loan; (ii) no default has occurred under the provisions of any Loan Agreement or this Agreement; (iii) no Act of Insolvency has occurred; (iv) the Bank has not made demand for payment under the Loan; (v) the Bank is not otherwise excused or prohibited under the provisions of any Credit Agreement or applicable law from making an advance to Customer; and (vi) there is available credit under the terms of the Loan.
- c. If the Bank determines that there are Excess Funds, the Bank will initiate a Repayment Transaction by debiting the Account and crediting the Loan in the lesser of: (i) the amount

of the Excess Funds; or (ii) the outstanding principal balance of the Loan.

- d. If Customer and the Bank have entered into any other agreement that authorizes the Bank to transfer any or all of the Excess Funds from the Account to another deposit or investment account, the provisions of this Agreement shall supersede the provisions of such other agreement.
- e. Customer hereby authorizes Bank to originate the Transactions as set forth above.

3. Incorporation. All Representations and Warranties that are included in any documentation of all previous Loan agreements between the Bank and Customer are hereby affirmed and remade by Customer upon each Loan Advance Transaction made under the terms of this Agreement. Customer agrees that all conditions precedent in the Loan Agreement must be satisfied prior to making any Loan Advance.

2. Dynamic Business Sweep

1. Definitions. For the purpose of this Dynamic Business Sweep Service, the terms have the following meaning:

- a. “**Dynamic Business Sweep**” – Product consists of two components, a Transaction DDA Account for check writing purposes, and an investment sweep account with an objective to provide a return on investment.
- b. “**Transaction DDA**” means a demand Account maintained at the Bank by Customer for check writing and other transaction oriented purposes.
- c. “**Investment Sweep Account**” means Customer balances in the Dynamic Business Sweep Program in excess of the Transaction DDA Target Balance, which have been swept from the Transaction DDA in accordance with Section 3 below.

2. Terms of Dynamic Business Sweep

- a. Authorization to establish Accounts. Upon completion of the Set Up Form and implementation by Bank, Customer authorizes the Bank to open an Investment Sweep Account for Customer.
- b. Authorization to process sweep Transactions.
 - i. Customer authorizes the Bank as its agent to debit or credit Customer’s

Transaction DDA for any debit or credit Transactions into or from the Transaction DDA in accordance with the terms of this Agreement and this Schedule. Should the Transaction DDA lack an Available Balance to cover presentments made, Customer authorizes the Bank to transfer funds from the Investment Sweep Account to cover such presentments.

- ii. Customer authorizes the Bank to invest balances in excess of Customer's Target Balance into the Investment Sweep Account. All such Transactions for the Investment Sweep Account shall be made in accordance with the sweep procedures described in sub-section 3 below.
- iii. Customer agrees that it will otherwise not have any access to the Investment Sweep Account.

3. Sweep Procedure. Customer authorizes the Bank to transfer funds between the Transaction DDA and the Investment Sweep Account as described below:

- a. Review of Account: The Bank shall review the balance of Collected Funds in the Transaction DDA after the Cut-Off Time each Business Day to calculate necessary transfers to or from the Transaction DDA.
- b. Collected Funds balance Above Target Balance: If, upon review of the Transaction DDA, the Bank determines that the Collected Funds in the Transaction DDA exceed the Target Balance, the Bank shall transfer from the Transaction DDA to the Investment Sweep Account, in minimum increments of one cent (\$.01), an amount of funds equal to the excess of the Transaction DDA Account balance over the Target Balance.
- c. Collected Funds balance Below Target Balance: If, upon review of the Transaction DDA, the Bank determines that the balance of Collected Funds is less than the Target Balance, the Bank shall transfer from the Investment Sweep Account, in minimum increments of one cent (\$.01), an amount of funds equal to the difference between the Transaction DDA balance and the Target Balance or the entire balance in Customer's Investment Sweep Account, whichever is less.

- d. Termination: Upon termination of the Service, all of the funds in the Investment Sweep Account will be transferred to the Transaction DDA.

4. FDIC Insurance. Funds in Customer's Transaction DDA and Investment Sweep Account are deposits insured by the FDIC up to the maximum amount permitted by law for funds held in transaction Accounts in the same ownership capacity.

3. Repurchase Sweep

- 1. Applicability.** This Repurchase Sweep Service (or, for purposes of this Section, the "**Services**") sets forth the terms and conditions on which the Bank ("**Seller**") will from time to time sweep funds from Customer's ("**Buyer's**") designated Sweep Account and use such funds to purchase securities owned by Seller ("**Securities**"), with a simultaneous agreement by Buyer to transfer to Seller such Securities on the next Business Day, against the transfer of funds by Seller to Buyer's account. For purposes of this Section, each such transaction shall be referred to herein as a "**Transaction**" and, unless otherwise agreed in writing, shall be governed by this Agreement. **The terms of this Agreement, together with this Schedule 7, supersede and replace any existing agreements between the parties containing terms and conditions for sweep repurchase transactions, including any "Master Repurchase Sweep Agreement" entered into by and between Buyer and Seller.**

2. Definitions.

- a. "**Confirmation**" has the meaning specified in Paragraph 3(c) hereof;
- b. "**Income**" means, with respect to any Security at any time, any principal thereof and all interest, dividends, or other distributions thereon;
- c. "**Price Differential**" means, with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously

paid by Seller to Buyer with respect to such Transaction). The Pricing Rate is not necessarily related to the yield on the Purchased Securities;

- d. **"Pricing Rate"** means, the per annum percentage rate disclosed by the Seller from time to time on each Confirmation and is subject to change on a daily basis;
- e. **"Purchase Date"** means, each date on which Purchased Securities are to be transferred by Seller to Buyer;
- f. **"Purchase Price"** means on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer;
- g. **"Purchased Securities"** means, the Securities transferred by Seller to Buyer in a Transaction hereunder;
- h. **"Repurchase Agreement"** means an agreement whereby Buyer purchases undivided fractional ownership interests in Securities owned by Seller, and Seller agrees to repurchase such Securities at the Repurchase Price.
- i. **"Repurchase Date"** means, the date on which Seller is to repurchase the Purchased Securities from Buyer;
- j. **"Repurchase Price"** means, the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction.

3. Sweep Procedures; Confirmation; Transaction Termination.

- a. Buyer authorizes and instructs Seller to initiate a Transaction after the Cut-Off Time each Business Day to purchase Securities with an aggregate Purchase Price equal to the sum of (i) the amount equal to the Excess Funds, plus (ii) the amount of any Price Differentials payable to Buyer but not otherwise included in such Collected Funds. The Repurchase Date for each Transaction shall be the next Business Day following the Purchase Date. Buyer authorizes Seller to transfer the Purchase Price for each Transaction from the Sweep Account as described above. Seller shall not be obligated to sell an interest in Securities to Buyer or otherwise sweep the Investment Amount on any Business Day, even if the balance in the Sweep Account contains Excess Fund and without notice to Customer, shall have the right to increase or decrease the Investment Amount that will be allowed to be invested in Securities.

- b. On the Purchase Date for each Transaction, the Purchased Securities shall be noted on the books of the Seller's Custodian as securities sold under an agreement to repurchase.
- c. Seller shall promptly deliver to Buyer a written confirmation of each Transaction (a **"Confirmation"**). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth: (i) the Purchase Date, (ii) the Purchase Price, (iii) the Investment Amount, (iv) the Repurchase Date, (iv) the Pricing Rate or Repurchase Price and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation will be delivered by United States Mail as directed by Customer in the Set Up Form; provided, that Bank may deliver the Confirmation electronically to any Administrator or by posting on the site for the Service. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.
- d. At the opening of business each Repurchase Date, all outstanding Transactions shall terminate and Seller shall repurchase all Purchased Securities. At that time, Seller shall pay Buyer, by credit to the Sweep Account, the Purchase Price of the Purchased Securities repurchased, which shall be the same as the Purchase Price paid under Paragraph 3(a).

4. Handling of Purchased Securities. The Purchased Securities in each Transaction will have a market value that equals or exceeds the Purchase Price and shall be held by Seller or maintained through an account at another institution under the control of Seller and will not be delivered out to Buyer.

5. Price Differential. On each Business Day, Seller will pay to Buyer, by credit to the Sweep Account or by inclusion in the Purchase Price for Transactions initiated that day, the aggregate amount of all accrued and unpaid Price Differentials for repurchases of Purchased Securities.

6. Income Payments. Seller shall be entitled to receive an amount equal to Income paid or distributed on or in respect of the Securities, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall receive a payment of Income upon repurchase of the Securities from Buyer paid to the Sweep Account.

7. Security Interest. Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

8. Payment and Transfer. Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be transferred on the book-entry system of a Federal Reserve Bank or other custodian appointed by Bank from time to time, or (ii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

9. Segregation of Purchased Securities. To the extent required by Applicable Laws, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to a Transaction. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary, custodian or a clearing corporation.

10. Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities. Seller is not to substitute other securities for those subject to this Agreement and therefore must keep Purchased Securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Purchased Securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Purchased Securities are commingled with Seller's securities, they may be subject to liens granted by Seller to third parties and

may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegment substitute securities for Buyer will be subject to Seller's ability to satisfy any lien or to obtain substitute securities.

11. Intent. The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

12. Disclosure Relating to Certain Federal Protections. The parties acknowledge that they have been advised that:

- a. in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("**SEC**") under Section 15 of the Securities Exchange Act of 1934 ("**1934 Act**"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("**SIPA**") do not protect the other party with respect to any Transaction hereunder;
- b. in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and
- c. **FDIC INSURANCE. Customer acknowledges that Bank is a bank with its deposits insured by the Federal Deposit Insurance Corporation ("**FDIC**").** Buyer acknowledges that the Transactions and Purchased Securities are:
 - Not FDIC Insured;
 - Not deposits of Seller; and
 - Subject to investment risks, including the possible loss of the principal amount invested.

In the event of the failure of the Bank or Bank closure, the availability of FDIC insurance will be determined

after giving effect to all sweeps scheduled to occur under this Agreement before the cut-off time established by the FDIC, which may be earlier than the Cut-Off Time specified in this Agreement. Any funds remaining in the Sweep Account after the FDIC's Cut-Off time will be deposits insured up to the maximum amount permitted by law for deposits in the same type of account and same ownership capacity. The Buyer will have a secured claim against the Seller for the value of any Purchased Securities that have not been repurchased by the Seller as of the FDIC's cut-off time. Buyer may become an unsecured creditor of Bank if the market value of the Securities purchased falls below the purchase price plus the amount of Income due to Buyer.

- d. In the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

3. Bank Discretion; Limitation on Liability. The authority granted to Buyer by Seller to perform any of the Sweep Services in this Schedule shall continue until the termination of the Agreement or this Schedule. The Seller may perform the Sweep Services each Business Day or at some other frequency selected by the Seller. Notwithstanding any terms in the Agreement to the contrary, the Seller shall not be liable for the Customer's loss of any interest income or payment of interest resulting from the Seller's failure or delay in (i) investing the Buyer's funds in a Repurchase Agreement, the Purchased Securities, interest bearing deposit account or other Sweep Service or (ii) repayment of any loans or extension of credit to Customer using a Sweep Service. The Seller shall not be obligated to sell an interest in Securities to the Buyer or otherwise sweep the amount of Collected Funds to another Sweep Service on any Business Day, even if the balance of Collected Funds in the Sweep Account or other Account exceeds the Target Balance.

4. Termination. In addition to the termination rights set forth in the Agreement, either party may terminate any or all of the Sweep Services under this Schedule immediately by either: (a) giving prior notice in writing to the other party, and (b) in the event of the unavailability

of any of the Sweep Services options described above, including Seller discontinuing offering any of the Sweep Services. Notice is effective upon receipt; *provided, however*, that the Seller shall have a reasonable amount of time to act on such notice.

Schedule 8: REMOTE CHECK PROCESSING

1. Background. Under the terms of this Schedule, Bank offers Customer the ability to remotely deposit checks to an Account, including through IBS, (or other online System as offered from time to time) the use of Scanner Equipment, (defined below) or through a Mobile App (collectively, the **"Remote Deposit Services"** or **"Services"**) or through the use and delivery of an X9.37 file. Bank will notify Customer if and when the Remote Deposit Services become available for use.

2. Customer Obligations. Customer represents and warrants that with respect to each Check processed by Customer hereunder and the corresponding Electronic Item: (i) the Electronic Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Customer converted the Check to an Electronic Item; (ii) the Electronic Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; and (iii) the Electronic Items are submitted with all transfer and presentment warranties made under Applicable Laws and the Account Agreement.

3. Definitions. For purposes of this Schedule, the terms below are defined as follows:

a. "Authorized Equipment" means equipment that has been approved by Bank for use with the Software and Service to scan Checks for deposit, and which may include a Mobile Device.

b. "Check" means a draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, U.S. Treasury Checks, money orders and travelers cheques, and payable or endorsed to Customer, and specifically does not include any Ineligible Items. Note: Bank processing of items that do not meet this definition

shall not constitute a waiver by Bank or obligate it to process nonconforming items in the future. Bank may discontinue processing of nonconforming items at any time, without cause or prior notice.

c. **“Electronic Item”** means a digitized image of a Check, an Image Exchange Item, or any other electronic version of a Check or other electronic item (such as items processable through the automated clearinghouse (ACH) system) approved by Bank for processing through the Services. Bank reserves the right to review and approve any Electronic Items that are designed in the future.

d. **“Image Exchange Item”** means a digitized image of a Check cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

e. **Ineligible Items:** means each of: Checks that are not payable to you or third party checks (checks not payable to the legal business name and/or trade name for the business checking account where the funds are being deposited); Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; U.S. savings bonds and other non-check items, Items drawn on banks outside the U.S., Items drawn in a foreign currency, paper draft without MICR printing, remotely created checks, Checks drawn against a line of credit; and substitute checks.

f. **“Payor Financial Institution”** means the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.

g. **“Regulation CC”** means 12 C.F.R. Part 229, as it may be amended from time to time.

h. **Scanner Equipment** means the scanner identified in the Documentation for use with the **Services**.

i. **“Substitute Check”** means a paper reproduction of a Check that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

j. **“United States Financial Institution”** means (i) a bank chartered by any state government located in the United States or under the National Bank Act any person; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury or the U.S. Postal Service.

4. SERVICE TERMS AND CONDITIONS

1. Bank’s Responsibilities.

- a. As part of the Services, Bank will accept for deposit to the designated Account those Electronic Items that are transmitted to Bank in compliance with this Agreement and this Service Schedule. Electronic Items shall be deemed received upon successful receipt of the transmission of such images that are complete, usable, and adhere to the specifications set forth in the Documentation. If the Electronic Items are not complete, are not useable, or do not adhere to such specifications, the images may not be processed by Bank, in which event Customer's deposit will be adjusted and notification will be provided. Customer agrees that the Bank may limit the dollar amount or number of Electronic Items that may be deposited on any day or a monthly basis, and that such limits may differ depending on the Authorized Equipment used by Customer.
- b. For all Electronic Items processed by Bank for Customer pursuant to the Services, Bank may act as the reconverting bank, converting digitized images of Electronic Items into Substitute Checks and presenting the Substitute Checks to established endpoints for payment.
- c. Bank will provide Customer an e-mail notification of Customer's transmission of Electronic Items as outlined in the Documentation; provided, that Bank shall have no liability for any failure or delay in providing such notification.
- d. Customer's Electronic Items will be processed after Bank has received Customer's transmission of the Electronic Items and verified that the specifications are met as required above. Unless Bank notifies Customer otherwise, Bank will provide same day credit to the Account for all Electronic Items transmitted by Customer and received by Bank in accordance with the requirements of this Agreement and the Documentation, and prior to the Cut-Off Time established by Bank; which may be modified by Bank from time to time.
- e. If a Payor Financial Institution returns an Electronic Item to Bank, Bank will charge the Account for the amount such returned item, and may either (i) return the item to Customer, or (ii) re-present it to the Payor Financial Institution before returning it to Customer. Electronic Items may be returned as Image Exchange Items, rather than Substitute Checks, as agreed by the parties.

If a Payor Financial Institution or other third party makes a claim against Bank or seeks a re-credit with respect to any Check processed hereunder, Bank may provisionally freeze or hold aside a like amount in the Account pending investigation and resolution of the claim.

- f. Bank may suspend immediately the Services or the processing of any Check or corresponding Electronic Item if Bank has reason to believe that there has been a breach in the security of the Services, fraud involving Customer's Account or such Check, or any uncertainty as to the authorization or accuracy of Electronic Items. Bank reserves the right at any time to process Electronic Items on a collection basis.

2. Customer Responsibilities.

- a. Customer is solely responsible for the quality, completeness, accuracy, validity and integrity of the image. Customer is solely responsible if Customer, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to Bank or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to Bank.
- b. Customer will implement Security Procedures so that no individual will be allowed to initiate electronic transmissions or submit Electronic Items using the Services without proper authorization, supervision, and safeguards, and agrees to take all reasonable steps to maintain the confidentiality of the Security Procedures and any related security features.
- c. Customer may use only Authorized Equipment in connection with the Software. Unless otherwise provided in an addendum to this Agreement or in a separate agreement, Customer, and not Bank, shall be responsible for ordering, obtaining and maintaining all Authorized Equipment.
- d. Customer will use the Authorized Equipment and the Services, including the entering, processing and transmittal of items, in accordance with the Documentation. Without limiting the foregoing, Customer will comply with all Security Procedures described in the Documentation, and will not bypass, override or disable any security mechanisms in the Authorized Equipment or Services. Customer will be responsible for cost of equipment and/or replacement of such, if

authorized equipment is damaged due to negligence on their part.

- e. Customer will ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser with respect to a Check processed by Customer will receive presentment or return of, or otherwise be charged for, the Check, corresponding Electronic Item, and/or other paper or electronic representation of the Check such that such person will be asked to make payment based on an item that it already has paid.
- f. Customer will retain each Check for a reasonable period of time, but in no event fewer than 30 days after such Check has been digitized and processed. Customer will store the Checks in a secure container located in an area that restricts the possibility that the non-public information contained in the Checks can be accessed by unauthorized persons, or that the Checks could be accidentally reprocessed and deposited at a future date. Customer will promptly provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. Subsequent to the aforementioned retention period, but no later than 60 days after processing, it is the responsibility of Customer to destroy the original Checks in a manner that will prevent the disclosure of the non-public information (e.g., Account numbers) contained in the Checks and prevent redeposit.
- g. In the event of lost, mistaken, incomplete or unusable Electronic Items, or in the event of claims of fraud, alteration, counterfeit or otherwise, Customer shall cooperate fully with Bank in providing information, including access to such records.
- h. In the event that communication, equipment or software outages prevent Customer from electronically transmitting Electronic Items to Bank, whether or not the fault of Customer, Bank, or a third party, the Customer will physically transport Checks and deposits to the closest office of Bank and make such deposits until such time that the outage can be identified and resolved. Customer agrees to bear all of its expenses associated with this contingency plan.

- i. Upon request, Customer will grant Bank the opportunity to conduct audits of Customer's compliance with this agreement. Such audits may include, when appropriate, onsite evaluations of Customer's physical and information security controls. In the event Customer security controls do not meet commercially reasonable standards, Bank reserves the right to provide notice to Customer immediately terminating the Service.
 - j. If a file contains items ineligible for the service, the Bank will reject those items, i.e.: illegible checks, foreign checks, items previously converted to Substitute Checks, unreadable MICR, etc. The Bank will notify Customer of any such exception items when they occur.
- 3. Requirements:** Each Check image must provide all information on the front and back of the original Check at the time presented to Customer by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original Check, MICR information, signature(s), any required identification written on the front of the original Check and any endorsements applied to the back of the original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.
- 4. Endorsements and Procedures:** Customer agrees to restrictively endorse any items transmitted through the Service as "For Remote Deposit Only to *"Insert Bank Name"*" or "For Mobile Deposit Only" or as otherwise instructed by Bank. If Customer does not endorse deposits as requested, Customer's item may be rejected. If Customer's deposit is rejected Customer will not be able to resubmit the deposit via Remote Deposit and must deposit it at a branch location. Customer agrees to follow any and all other procedures and Instructions for use of this Service as the Bank may establish from time to time. Any loss that Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by Customer will be Customer's responsibility. The Bank has no responsibility or liability for any fees incurred due to the rejection of transmitted items for missing/incomplete endorsements.

5. Receipt of Deposit: All images processed for deposit through Mobile Deposit will be treated as "deposits" under Customer's current Deposit Account Agreement and Disclosure with us and will be subject to all terms of the Deposit Account Agreement and Disclosure. When we receive an image, we will confirm receipt via email to Customer. We shall not be deemed to have received the Electronic Item for deposit until we have confirmed receipt to Customer by email. Confirmation does not mean that the image contains no errors. Bank is not responsible for any image that Bank does not receive. Following receipt, Bank may process the image by preparing a Substitute Check or clearing the item as an image. Bank reserves the right, at Bank's sole and absolute discretion, to reject any Electronic Item for remote deposit into Customer's Account. Customer should check the status of Customer's items within Online Banking.

6. Original Checks: After Customer receives confirmation that Bank has received an image, Customer must securely store the original Check for 30 days after transmission to us and make the original Check accessible to us at Bank's request. Upon our request from time to time, Customer will deliver to us within 3 business days, at Customer's expense, the requested original Check in Customer's possession. If not provided in a timely manner, such amount will be reversed from Customer's Account. Within 60 days of deposit, Customer must destroy the original Check **by destroying it by cross-cut shredding or another commercially acceptable means of destruction.** After destruction of an original Check, the image will be the sole evidence of the original Check. Customer agrees that Customer will never re-present the original Check. Customer understands that Customer is responsible if anyone is asked to make a payment based on an original Check that has already been paid.

7. Limitation on Liability; Indemnification.

In addition to other limitations on Bank's liability in the Agreement, in no event shall Bank be liable for (i) any data that is lost or destroyed in connection with the use of the Services, Software or transmitting a File, Checks or Electronic Images to Bank, (ii) the Customer's inability to use the Services, Software or transmit a File to Bank due to a mechanical failure of the Customer's hard drives,

personal computers, servers or other systems or hardware, (iii) the Customer's inability to communicate with Bank via the Internet resulting from a problem with an Internet Service Provider or Online Service Provider or otherwise or any files or transmissions not received by Bank, or (iv) unknown hazards of Internet use, including, but not limited to interception of any information relating to the Customer or its Transactions. Bank recommends that the Customer have appropriate security measures for Internet use, including, a proxy server and/or firewalls to control and protect Internet access. Customer acknowledges that in addition to any other damages Bank may be entitled to collect from Customer under the Agreement this Schedule or Applicable Laws, Bank will be entitled to consequential damages for Customer's breach of its obligations set out in the Customer Obligations section of this Schedule, including Customer's obligation to securely safe keep and subsequently destroy the Checks which Customer deposits through the Service. Bank strongly recommends that the Customer take the necessary measures to ensure that the Customer performs daily back-ups of data used in connection with the Services. In addition to its indemnification obligations elsewhere in the Agreement, Customer agrees to indemnify and hold Bank harmless from and against any and all Losses relating to or arising in connection with Bank accepting and/or processing for deposit any Check based on electronic Images and MICR Data in File received by Bank, including, without limitation any missing or improper endorsement or endorsement by Bank of any such Check or Substitute Check as contemplated by this Agreement, any Losses due to an accepted Check having previously been paid or any check or item not properly payable to Customer; provided, however, that Customer shall not be obligated to indemnify Bank for claims, losses or damages attributable to Bank's gross negligence or willful misconduct. This indemnity will survive the termination of the Agreement.

8. Representation and Warranties.

BANK DOES NOT WARRANT THAT THE USE OF THE SERVICES, SCANNER PRODUCT OR MOBILE APP WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER EXPRESSLY AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION AGAINST BANK OR ANY PROCESSOR, AND BANK SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER, FOR ANY BREACH BY ANY MANUFACTURER OF ANY MANUFACTURER'S WARRANTY AVAILABLE FOR THE SCANNER EQUIPMENT OR MOBILE APP.

9. Returned Deposits

Any credit to Customer's Account for Checks deposited using Mobile Deposit is provisional. If original Checks deposited through Mobile Deposit are dishonored, rejected, returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, Customer agrees that an original Check will not be returned to Customer and that we may charge back the amount of the original Check and provide Customer with an image of the original Check, a paper reproduction of the original Check, or a Substitute Check. Customer will reimburse Bank for all Losses caused by, or relating to, the processing of the returned item. Without Bank's approval, Customer shall not attempt to deposit or otherwise negotiate an original Check if it has been charged back to Customer. Bank may debit any of Customer's Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely. **Unless otherwise agreed in writing by Bank and Customer, Bank will process any returned Electronic Items as described in Section 229.31 of Regulation CC.**

10. Funds Availability

Funds from using the Services are not available for immediate withdrawal and are subject to the Bank's Funds Availability Policy. Electronic Items are considered deposited with Bank after they have been received and processed pursuant to the terms of these Remote Deposit Services.

11. Holds on Deposits. In addition to any other rights Bank may have with respect to Customer's Accounts, Bank may hold and use funds in any Customer Account following termination of the Agreement and these Services for such time as Bank reasonably determines that any Electronic Item processed by Bank prior to termination may be returned, charged back or otherwise cause Losses or other action for which Bank may be responsible. Without limitation of the foregoing, Customer acknowledges that under Regulation CC, the UCC, and the Rules of any Network that the Image Exchange Items and Substitute Checks may expose the Bank to claims for several years following the processing of an Image Exchange Item or Substitute Check.

Schedule 9: LOCKBOX SERVICES

1. **Services.** Following execution of the appropriate Set Up Form accepted by Bank and implementation of the Services by Bank, Customer shall instruct those of its clients whom Customer desires to use the Services to forward Checks, drafts, money orders, and other negotiable instruments, remittances, including invoices and instruments for the payment of money (collectively, "**Remittances**"), to a post office box or other lockbox established and maintained by Bank for Customer (a "**Lockbox**"). Customer shall instruct such clients not to forward cash or other items of intrinsic value to the Lockbox, and as between Customer and the Bank, Customer assumes full responsibility for all cash and other items of intrinsic value forwarded to the Lockbox.

2. **Access to the Lockbox.** The Bank shall have sole access to the Lockbox and shall, on each day that both the Bank and U.S. Postal Service are open for business to conduct substantially all of their usual business, collect mail (including Remittances) from the Lockbox. Unless otherwise notified in writing by Customer as stated below, the Bank shall process all Remittances received in the Lockbox for deposit to an Account of Customer which designates as payee(s) any name or names which appear on the Lockbox Implementation Questionnaire (or such other Set Up Form that Bank may provide Customer from time to time) completed between the Bank and Customer or which, in the Bank's sole judgment and discretion, appropriately resemble such names. The Bank shall return cash remittances to Customer's Account at the Bank that is stated on the Lockbox Implementation Questionnaire and forward other items of intrinsic value received in the Lockbox to Customer; provided, that Bank shall have no liability for any items of intrinsic value that Customer or any of Customer's clients claim have been sent to or received in the Lockbox. The Bank shall also forward at Customer's expense, in accordance with Customer's written notification, items specifically described in the Lockbox Implementation Questionnaire which are received in the Lockbox and which Customer does not wish to have processed, provided, however, that in no event shall Bank be liable to Customer or any third party for Losses resulting from its failure to honor Instructions enclosed with or appearing on an item asserting, in substance, that such item represents payment of a specific part or all of an obligation, or which states that it corresponds to any particular invoice or like document not enclosed with the item.

3. **No Examination of Items.** Bank will not be responsible for examining an Item to determine whether the item includes a notation such as "paid in full", "payment in full", "without recourse" or any similar statements or other instructive endorsements. Bank shall process and forward for presentment all Remittances received in the Lockbox other than those forwarded to Customer pursuant to Section 2 above or otherwise excluded from the terms of this Agreement; provided that Bank may remove from processing and forward to Customer any such Remittance which includes notations as indicated above (or similar notations or directions on such Remittance). The Remittances, which are processed and forwarded for presentment by Bank, are referred to hereinafter as "Items of Payment". In the event that an invoice does not accompany an Item the Bank shall forward the Item to the Customer.

4. **Endorsement.** Bank shall endorse all Items of Payment as follows, or in such form as the Bank may deem necessary to perform this Service:

>Bank of First Deposit Routing Number<
CREDIT TO WITHIN NAMED PAYEE
ABSENCE OF ENDORSEMENT GUARANTEED
>Bank of First Deposit Routing Number<

5. **Deposit to Customer's Account.** All Items of Payment shall be credited to the Account in accordance with Bank's funds availability schedule then in effect, a copy of which has been provided to Customer. An Item of Payment shall not be deemed to have been received or deposited with Bank until it has been removed from the Lockbox and processed pursuant to Bank's current processing procedures ("**Procedures**"). Notwithstanding anything herein to the contrary, in the event that any Item of Payment credited to the Account is returned unpaid to Bank, or is dishonored by Bank upon which it is drawn, Bank will debit the Account for the entire amount credited to the Account in respect of such Item of Payment together with any applicable service charge. Items of Payment returned unpaid will not be re-deposited and will be forwarded to Customer and the applicable service charge will be imposed, unless otherwise instructed in writing by Customer. Customer's relationship to the Bank as a depositor will commence only when Items are credited to Customer's Account. Prior to such time, Bank will be a bailee as to the Items in Bank's possession.

6. Instructions. Bank shall use due and ordinary care to follow Customer's Instructions as reflected in the Lockbox Implementation Questionnaire, or any amendment thereto, with respect to the processing and forwarding of copies of Items, invoices, correspondence, envelopes, advices and item listings. In order to become effective, Customer's written Instructions intended to alter information made part of the Lockbox Implementation Questionnaire must (i) be received by Bank in writing pursuant to the notice provisions herein, (ii) make specific reference to the Lockbox Implementation Questionnaire, and (iii) give Bank a reasonable period of time to act thereon.

7. Online Images. If Customer wants to include in the Services the ability to view over the internet (including over IBS or other System) items and related invoices that have been received at the Lockbox and a report of exception items and instruct Bank over the internet to accept or reject exception items, then Customer will elect Image Lockbox on the Lockbox Implementation Questionnaire and the Services will include Image Lockbox.

8. Copies of Documentation. All Items forwarded to Customer by Bank for any reason whatsoever shall be directed to Customer's designated address as provided to Bank. Bank will maintain a copy of Remittances for a period designated by Customer on the Lockbox Implementation Questionnaire. Bank shall endeavor upon receipt of Customer's written request and payment of Bank's costs and expenses, to make available to Customer such microfilm or microfiche records or reproductions thereof. Bank shall not be responsible for any inability to provide Customer such records for any reason.

9. Limitations of Liability; Indemnity. In addition to the terms elsewhere in the Agreement limiting Bank's liability, the Bank shall not incur any liability whatsoever for or in connection with any cash or other property (collectively, "**Property**") received in any Lockbox, and Customer agrees to indemnify and hold the Bank harmless from an against any Losses relating to the receipt or alleged receipt by Bank of any such Property. Bank shall have no liability for mail not bearing the complete address designated by Bank to Customer.

10. Termination. In the event of termination in accordance with the applicable provisions of this agreement, Customer shall notify Customer's clients to discontinue use of the Lockbox, and Bank shall forward to Customer, at Customer's expense, all unprocessed Remittances, items, related invoices and correspondence received or in possession of Bank following termination. The PO Box may not be assigned to Customer. Any mail received in the Lockbox addressed to Customer after the termination date will be sent to the address specified by Customer for a period of 60 days after the termination date. Customer agrees to pay Bank's fees and charges for forwarding any mail. Thereafter the obligations of Bank pursuant hereto shall terminate.

Schedule 10 : ZERO BALANCE ACCOUNTING ("ZBA") SERVICES

Each Affiliate joined to this Agreement as a Customer hereby designates the Customer identified as "Customer" in this Agreement as its agent (in such capacity, such Customer shall also be referred to in this Schedule as the "*Agent*") to undertake the actions, duties and responsibilities of Agent under this Schedule. This Schedule will govern the Multiple Entity Zero Balance Account Services described below (the "*ZBA Services*").

1. ZBA Relationships. In connection with the ZBA Services, the Agent may establish one or more Zero Balance Accounting relationships (each, a "*ZBA Relationship*") between the Accounts of one or more of the Customers (which may include interest-bearing Accounts if permitted by Bank), as further described in the schedule for the ZBA Services. Each ZBA Relationship shall consist of a single master Account maintained with the Bank in the name and tax identification number of a Customer (such Account, the "*Master Account*", and the designated owner thereof, the "Master Account Customer" for the related ZBA Relationship) and one or more sub Accounts maintained by any Customer (which may include the Master Account Customer) with the Bank in the name and tax identification number of such Customer (each such sub Account, a "*Child Account*", and the designated owner of each Child Account, a "ZBA Customer" for the related ZBA Relationship). Each ZBA Customer for a ZBA Relationship hereby grants the Master Account Customer for such ZBA Relationship the unconditional and irrevocable authority to (i) add to

such ZBA Relationship new Child Accounts in the name of and under the tax identification number of any other Customer and (ii) remove any existing Child Account from such ZBA Relationship. Only the Agent may establish a new ZBA Relationship. Only the Agent, on behalf of the related Master Account Customer and ZBA Customer(s), or the related Master Account Customer, on behalf of the related ZBA Customer(s), may modify an existing ZBA Relationship, including establishing and modifying the amount of the Target Balance (as defined below).

2. ZBA Services. At the close of each Business Day following the day on which the ZBA Services commence, (i) if the balance in any Child Account exceeds the Target Balance (i.e., the balance that the Customer wants to maintain in the Child Account at the end of each Business Day), then the Bank will transfer the amount of the balance in excess of the Target Balance from such Child Account to the related Master Account, and (ii) if the balance in any Child Account is less than the Target Balance, then the Bank will transfer funds from the related Master Account to such Child Account in an amount which will increase the balance in such Child Account to the Target Balance. Each Customer agrees that each transfer of funds described in the foregoing sentence from a Child Account or Master Account shall constitute an authorized funds transfer by the related ZBA Customer or Master Account Customer owning such Child Account or Master Account, respectively. Each Customer acknowledges and agrees that the Bank shall have no obligation or responsibility regarding the application or use of any funds transferred in accordance with the terms of this Schedule.

3. Representations and Warranties. Each Customer (including the Agent) hereby represents and warrants to Bank that the transfer of funds described herein, and the commingling of funds resulting therefrom, does not violate any law or regulation applicable to the Agent, such Customer or the funds in the Master Account(s) and Child Account(s). Bank, in providing the ZBA Services, is acting and relying upon the foregoing representations and warranties, and the Customers agree that the Bank's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence or willful misconduct.

4. Indemnity, Covenant Not to Sue. In addition to the other indemnities set forth in this Agreement, with

respect to each ZBA Relationship, the Agent, the related Master Account Customer and the related ZBA Customer(s) each agree, jointly and severally, to indemnify the Bank for any and all overdrafts in the related Master Account or other liabilities incurred by the Bank, resulting from any transfers from such Master Account to the related Child Account(s) as described in this Schedule. Each Customer and the Agent covenant with the Bank that neither will sue the Bank in connection with any disputes between themselves or amongst any of the Customers in connection with the ZBA Services or this Schedule. The provisions of this Section will survive termination of the Agreement.

5. Termination. Any ZBA Relationship may be terminated by the Agent or Bank at any time by providing 10 days' prior written notice of termination to the other parties. The Bank may immediately terminate the ZBA Services or any ZBA Relationship upon written notice to the Agent (including email or other electronic notice) (i) upon the occurrence of an overdraft in the related Master Account, after giving effect to any transfer required hereunder from such Master Account to any related Child Account after notice and a reasonable opportunity to cure, or (ii) as otherwise provided in this Agreement.

6. Guaranty by Agent. To induce the Bank to provide the ZBA Services to the Customers, the Agent absolutely, irrevocably and unconditionally guaranty to the Bank the full and prompt performance and payment when due (by acceleration or otherwise), of all obligations, agreements, covenants, liabilities, expenses, representations and warranties of any Customer to Bank, whether now existing or hereafter arising, under or in connection with this Schedule (collectively, the "Obligations"). The liability of the Agent under this guaranty shall be absolute and unconditional irrespective of any lack of genuineness, validity, legality or enforceability of any document, agreement or instrument relating thereto or any assignment or transfer thereof. This is a continuing guaranty and shall remain in full force and effect and be binding upon the Agent and its successors and permitted assigns, if any. This guaranty shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Obligations of any Customer, or any part thereof, is, upon the insolvency, bankruptcy or reorganization of such Customer or otherwise pursuant to applicable law, rescinded or reduced in amount or

must otherwise be restored or returned by Bank, all as though such payment or performance had not been made. Agent authorizes Bank, without notice or demand and without affecting the Agent's liability hereunder, from time to time to renew, extend, accelerate, compromise, settle, restructure, refinance, refund or otherwise change the amount and time for payment or performance of the Obligations, or otherwise change the terms of the Obligations or any part thereof. The obligations of the Agent hereunder are those of a primary obligor, and not merely a surety, and are independent of the Obligations. Agent unconditionally waives any right to require the Bank to (a) proceed against any Customer or any other obligor in respect of the Obligations provided the Bank has first given notice of default to the Customer and the Agent and the Customer has failed to cure such default within two (2) days of the date of such notice; (b) proceed against or exhaust any security held directly or indirectly on account of the Obligations; or (c) pursue any other remedy in the Bank's powers whatsoever. Agent hereby waives (i) notice of acceptance of this guaranty and of any extension of any loan or other financial accommodation by Bank to any Customer; (ii) presentment and demand for payment of any of the Obligations; (iii) protest and notice of dishonor or default to the Agent or to any other party with respect to any of the Obligations; and (iv) all other notices to which Agent might otherwise be entitled. Agent agrees to pay all reasonable attorneys' fees and charges, the reasonable allocated cost of internal legal services, and all other reasonable costs and expenses which may be incurred by the Bank in the enforcement of this guaranty.

7. General Provisions. Each Customer hereby authorizes the Agent to request and consent to any waiver or assignment hereunder for and on behalf of such Customer. Agent and each Customer agree to advise Bank promptly of any consolidation, merger, sale or conveyance of Agent or such Customer or any principal part of its assets, or the sale or conveyance of any controlling interest in Agent or such Customer to the extent Agent or such Customer is no longer affiliated with Agent and the remaining Customers (either by common ownership or control), and upon any such occurrence, Bank shall have the right to immediately terminate this Schedule and the ZBA Services with respect to such Customer upon receipt of such notice. In addition to the amendment provision in Schedule 1 of

the Agreement, it is agreed that this Schedule may be amended in writing signed by Bank and Agent. In addition, Agent may, on behalf of all Customers, add additional Customers to the ZBA Services (each, a "New Customer") via an amendment, in a form and substance acceptable to Bank, binding each such New Customer hereto, and to otherwise act for and on behalf of each Customer as described in this Schedule.

Schedule 11: Currency Vault Services.

These Currency Vault Service terms set forth how Customer may place orders with Bank for United States coin and currency ("**Cash Orders**") and deliver coin and currency for deposit with Bank ("**Deposits**"), and contract with a third party to maintain a smart safe for to hold deposits and Cash Orders, each as described further below (collectively, the "**Services**").

Armored Deposit Services. Armored Deposit Services allow customers to make deposits of US currency & coin (collectively, "Currency") to Customer's Account(s) by delivery to one or more designated cash vault locations approved by the Bank (each, a "Vault").

Implementation of Services. Customer must separately contract with an approved third-party armored courier ("Courier") to deliver deposits consisting of coin and currency to Bank's cash vault from Customer's designated locations which are approved through to Set Up Forms (each, a "Location"). Bank reserves the right to approve all Customer Locations. The courier acts as the Customer's legal agent; and Vendor, and is not a Supplier of Bank.

Submitting Deposits. Customer will provide any deposits in tamper proof bags. Bank assumes no liability arising from the pick-up and delivery of these bags by the Courier. Except for deposits made in a Smart Safe (defined below) upon pick-up by the Courier the contents within the deposit bag remain the property of the Customer and are not considered Deposits until received at a Vault. Customer agrees that all Currency that is in the possession of the Courier legally remains in the Customer's possession until it is physically released to and accepted by one of the Bank's Vaults.

Credit to Customer's Account. Customer will work with its Courier to resolve any discrepancy between what Customer believes it delivered to the Courier and what was accepted by the Bank. Credit to Customer's

Account will not be provided prior to verification of Deposits. The Courier will verify funds provided in the deposit bag and will be capable of providing electronic information regarding the amount of Currency deposited. This information will be provided to Bank by the Courier. Customer agrees that any discrepancy between Customer's records and the Bank's records is waived and the Bank is released from liability for the discrepancy unless the claim is made by Customer within thirty (30) days of the date of the disputed Deposit. Bank agrees to credit Customer's banking Account upon receipt of electronic information from the Courier. Amounts received prior to the Bank's cutoff will be credited same day. Amounts received after cutoff or on a non-Business day will be credited on the next Business Day.

Verification of Deposits. Bank's acceptance of a Deposit constitutes signing for a declared amount; therefore, the Deposit will not be processed until the contents have been verified. Bank's findings with respect to the contents of the Deposit shall be conclusive and binding. Furthermore, to the extent there is a conflict between the Bank's records regarding the Deposit and verified amount and the Customer's records regarding the Deposit and declared amount, the Bank's records shall control. Customer acknowledges and agrees that any credits to the Account based on the declared amount of the Deposit are provisional until verified by Bank. Bank will notify Customer if there is a discrepancy between the declared amount and the verified amount. The Account will be adjusted accordingly (up or down as the circumstances require) by Bank. Bank reserves the right to refuse to provide provisional credit for any Deposits at its reasonable discretion. Until Bank acknowledges acceptance of a Deposit by signing Carrier's receipt book, Bank incurs no liability for loss of any Deposit Bag or other pouches or bags that are delivered. Bank shall not be liable to Customer as an insurer of such property.

Change Order Delivery. Change Order Services allow Customer to order Currency for pick-up by a Courier at a Vault (a "Change Order") to deliver to one of Customer's locations.

Ordering Currency. Customer will use an approved third-party Change Order system ("Change Order System"), established and maintained by Loomis or some other Courier, to place Change Orders with Bank. Customer agrees to the responsibilities contained in this

Agreement with respect to the Change Order System and Bank may act and rely upon any Instruction received over the Change Order System that is apparently originated by Customer. All Orders must be submitted by the designated Cut-off time for delivery on the next Business Day. This information will be provided to Bank from the Courier. Any Order is subject to approval by Bank dependent on funds available in Customer's Account at the time of request. When the Courier or other third-party Servicer communicates a Change Order to Bank, Bank then agrees to debit Customer's Account for the amount of the Change Order.

Upon receipt of Customer's Change Order request, Bank will physically count and bundle the Currency ordered by Customer and make the Change Order available to the Courier or any person the Courier has certified is authorized to act on its behalf for delivery to Customer's designated Location. Bank shall not be liable for any loss resulting from any fraud or misrepresentation with respect to any person's purported authority to act on behalf of Customer or Courier. A signed receipt or scan of the shipping manifest by the Courier or its representative at the Vault will serve as acknowledgement of their acceptance of the Change Order on Customer's behalf, which receipt shall, in each instance, be conclusive evidence of the amount received by the Courier or its representative and a complete discharge of Bank as to the amount delivered or said to be delivered by Bank to the Courier or its representatives, without regard to whether the Courier or its representative makes actual physical delivery of the Change Order to Customer

Discrepancies; Reliance on Courier. Customer must promptly notify Bank of any discrepancies in the Change Order, missing Change Orders or other problems with the Change Order, within one (1) Business Day after receipt of the Change Order (or date on which such Change Order was to be received), and provide documentation to support any such discrepancy as requested by Bank. Customer agrees that, absent manifest error, Bank's count of the Change Order is final and conclusive. In the event that Bank duplicates a Change Order, it is Customer's responsibility to refuse delivery of the duplicate Change Order. If delivery of a duplicate Change Order is accepted, Customer assumes all liability for the protection of the funds in the duplicate Cash Order until such time as said funds are returned to Bank for credit. Bank assumes no liability

whatsoever in connection with the loss of any duplicated Change Order. Bank assumes no liability for actions of the Courier. Any disputes arising from the Courier's actions will be handed directly between Customer and the Courier. In the event an error occurs regarding the amount of cash withdrawn and Bank reports the misstated amount on Customer's Account, Bank will subsequently adjust the balance to reflect the true amount which was withdrawn.

Smart Safe (SafePoint).

The SafePoint service allows Customer to receive provisional credit for Currency placed in a validated safe (provided by Customer's Courier) (a "**Smart Safe**" or "**Safe**") installed at Customer's specified Locations to facilitate the deposit of Currency into Customer's Accounts with Bank (each, a "**Deposit**").

Courier Contract. Customer will lease an approved Safe from Loomis or other Courier approved by Bank. Customer must enter into a contract with Loomis or other approved Courier is fully responsible for: The acquisition by lease or purchase of the Safe; Delivery of Currency in the Safe to Bank's cash vault; The installation and servicing of the Safe and any necessary building modifications or enhancements; Any subsequent removal of the Safe; Registering the Safe's Location with Bank; Preparing Deposits to the Safe; and Maintaining insurance coverage for the Safe and its contents.

Bank assumes no liability arising from the purchase, installation or maintenance of the Safe by Customer and Bank assumes no liability for the Customer's relationship with Loomis or other Courier who maintains the Safe or delivers Safe contents to Bank's Vault.

Deposits into Smart Safe. Customer shall place Currency into the Vault to be held in a secure segregated cassette to hold for further credit and deposit into Customer's Accounts at Bank (the "Deposit Cassette"). Customer understands and agrees that Customer will not have any access to the Deposit Cassette in the Safe that is installed at the Location. Loomis (including its successors and assigns, "Loomis"), or a Courier retained by Loomis, shall have the only access to the Currency placed into the Deposit Cassette of each Safe. Customer

acknowledges and agrees that the amount of the Deposit shall not be considered final unless and until the amount of Currency is received by Bank and reconciled as set forth below. Customer shall indicate to Bank on the Set Up Forms those Locations that will use the Services, either the receipt of Currency or the site of a Safe, and agrees to provide Bank with no less than thirty (30) days prior written notice of any addition, change or removal of a Location. Customer acknowledges and agrees that Courier will include the address of each of Customer's Locations using the Services in the Safe File Totals (defined below).

Information from Safes, Deposit Schedule. The Safe will be capable of providing electronic information regarding the amount of Currency deposited and will confirm the amount of currency contained within in a file sent to Bank at the end of each Business Day (the "Safe File Total"). Such Currency amounts are subject to limitations imposed at the Bank's discretion and Customer will adopt a Courier transport schedule necessary to maintain the value of Safe contents within these limitations. The transport of Currency from Customer's Locations to Bank's cash vault will occur no less frequently than once every week unless specifically agreed to by Bank in writing.

When Loomis or other Courier communicates the Safe File Total to Bank, upon receipt of the Safe File Total Bank agrees to provisionally credit Customer's Account. When Bank grants such credit to Customer, the Currency in the Safe then becomes the property of Bank. In the event an error occurs regarding the amount of Currency and Bank reports the misstated amount on Customer's Account, Bank will subsequently adjust the balance to reflect the true amount which was deposited into the Safe upon receipt of the Currency by Bank. Customer agrees to indemnify Bank for any Losses sustained by Bank as the result of any adjustments made to Customer's Account.

Customer has access to a third-party system to review SafePoint activity and any such system shall be deemed a System under the terms of this Agreement.

Delivery of Currency to Bank. Customer shall have the responsibility with Loomis to deliver the amount of the Currency placed into the Deposit Cassette at the frequency agreed upon by Bank and Customer; provided, that Currency shall be delivered from each

Location to Bank no less than weekly, unless specifically agreed to by Bank in writing. Currency in the Safe that is reported to the Bank prior this cutoff time will be provisionally credited to the Customer's banking account the next Business Day. Currency in the Safe that is reported after the Cutoff Time, or on a non-Business Day, will be provisionally credited the next Business Day. The amount of the Currency received by Bank will be verified against the amount reported by the Safe File Total(s) to reconcile the amount of the Deposit. Customer waives any discrepancy between its records and Bank's records if a claim is not made within (10) calendar days from the original deposit date. Customer agrees that, notwithstanding Bank's participation in the verification process, Customer must resolve with Loomis or other Courier, and not Bank, any amounts due to Customer for either: (a) a discrepancy in the amount of Currency received by Bank in the Deposit and the amount reported in the Safe File Total(s) pursuant to the verification process above, and (b) any failure of Bank to receive Currency removed from any Vault. In the event of a discrepancy between the amount of the Currency received for the Deposit and the amount reported in the Safe File Total(s), the amount of Currency in the Deposit shall control. Bank will debit from Customer's Account the amount of any shortage in the amount of Currency received in the Deposit, or any failure of Bank to receive the Currency removed from any Vault by the next Business Day after such Currency is removed.

Funds Availability of Vault Currency. Notwithstanding the terms of Bank's Funds Availability Policy, Bank will make available to Customer the amount of funds that are reported to Bank by Loomis in the Safe File Totals prior to the Cut-Off Time on the next Business Day. The amount of the Deposit will be equal to the information received by Bank as reported in the Safe File Totals for each of the Locations. Bank shall not be obligated to credit to an Account or make available any amounts to Customer in the event of a failure or delay of Loomis to deliver the Safe File Totals. Any information received in the Safe File Totals after the Cut-Off Time shall be deemed to be received as a Deposit on the next Business Day.

Limitations on Liability and Indemnification. In addition to any limits on liability set forth in the General Terms and Conditions, Customer acknowledges and agrees that Customer and its Courier, not Bank, shall be liable and hold the Bank harmless for (a) the amount of any

Change Order that Customer alleges is unauthorized, in an amount not requested by Customer, or does not arrive to the Customer's Location specified in the Change Order, (b) in the event the amount of any Currency in a Deposit is either not received by Bank, or the amount of Currency received by Bank is in an amount different than the amount Customer records as placed into the Bags, Deposit Cassette or is set forth in the Safe File Total(s) transmitted to Bank with the totals in the Safe, and (c) action or omissions on behalf of Customer by Courier.

Termination; Suspension. In addition to the rights of termination or suspension set forth in the General Terms and Conditions, Bank may terminate the Services at any time that the agreement between Bank and Loomis, or between Customer and Courier is terminated or suspended.

Schedule 12: TERMS FOR MULTI-ENTITY CUSTOMER RELATIONSHIPS

1. General Authority. Each Affiliate that is party to this Agreement as a Customer hereby authorizes the entity signing as the "Customer" on the Signature Agreement (for purposes of this Schedule, the "Primary Customer") to act as agent for each such Customer in connection with any and all matters relating to the Agreement, including, without limitation, administering the Services and originating Transactions (i.e., ACH, wire or check), issuing Instructions, transmitting deposit data, executing Set Up Forms, terminating the Agreement, agreeing to modifications and amendments to the Agreement, and receiving notices under the Agreement (which will be effective against the Customers, even if such notices and communications are sent only to Primary Customer); any and all such actions by the Primary Customer shall be binding on the Affiliate Customers. Bank may conclusively rely on Primary Customer's authority to act for itself and to bind the Affiliate Customers with respect to the foregoing. Primary Customer agrees to notify the Affiliate Customers of any such notices received, agreements made and actions taken on behalf of any such Affiliate Customer.

2. Collections. Each Customer hereby agrees that if any of its Collections (as defined below) are received through or in any Lockbox or Account now or hereafter established in the name of Primary Customer or any

Affiliate Customer (each, a “**Commingled Lockbox**” or “**Commingled Account**”, respectively), then the Primary Customer or such Affiliate Customer is authorized to receive, endorse, negotiate, deposit, withdraw, transfer and apply such Customer’s Collections and take any and all other actions with respect thereto, all as the Primary Customer or such Affiliate Customer deems appropriate. Each Customer understands that such Collections may be commingled with the funds of other entities. Therefore, each Customer hereby disclaims and releases all right, title and interest in its Collections, and hereby waives any and all legal claims such Customer may have against Bank based on conversion or any other legal theory, regulation or statute, due to such commingling. Each Customer represents and warrants to Bank that no Collections of a type that, by virtue of a statutory, regulatory, contractual or other restriction, cannot be commingled with other funds or payments will be submitted to or received in any Commingled Lockbox or Commingled Account. For purposes of this paragraph, “**Collections**” shall mean all Checks and other items (including remotely deposited Checks), electronic funds transfers, credit card payments and other amounts payable to or for the benefit of a Customer and all proceeds thereof.

3. Centralized Electronic Access. Under the terms of the Agreement, Bank may provide each Customer with electronic access to the designated Services using IBS or other System. The Primary Customer has requested, and subject to the terms hereof the Bank agrees that the customer identifier used for IBS or other System assigned by Bank to Primary Customer and other access credentials for use of an IBS or other System assigned to or designated as belonging to Primary Customer (collectively, the “**IBS ID**”) may be used by Primary Customer and the Affiliate Customers for purposes of conducting Transactions and using the designated Services. Each Customer acknowledges and agrees that (a) the Bank may rely on and act upon any and all communications or Instructions it receives through IBS (or other IBS) under Primary Customer’s IBS ID or IBS ID with respect to such Customer’s Accounts as communications or Instructions of such Customer, and Bank’s reliance shall not constitute negligence or willful misconduct, (b) such Customer shall be bound by (i) the use of the Services made through the Primary Customer’s IBS ID with respect to the Accounts of such Customer, (ii) all communications or Instructions Bank receives through IBS under Primary Customer’s IBS ID

with respect to the Accounts of such Customer, (iii) all Transactions resulting from such communications or Instructions, including, without limitation, electronic funds transfers and other disbursements from such Customer’s Accounts, and (iv) all other actions taken by the Bank with respect to such communications or Instructions, (c) Bank shall have no liability or responsibility to notify an Affiliate Customer of any other entities with which Primary Customer shares its IBS ID, and (d) only the employees or other Authorized Persons of each Customer will use the Services and conduct Transactions using the IBS ID with respect to the Accounts of such Customer. Each Customer understands and agrees that the use of the Services affecting each of such Customer’s Accounts may be reflected on certain records of the Bank as initiated by Primary Customer using the IBS ID assigned to Primary Customer and not as having been initiated by such Customer.

4. Primary Customer Special Obligations. In addition to any other indemnification obligations set forth herein, Primary Customer agrees to indemnify and hold the Bank harmless for any and all Losses that the Bank may suffer or incur in connection with providing the Services to the Affiliate Customers or any other matters related to the Agreement, except for Losses attributable to the Bank’s gross negligence or willful misconduct. In addition, the Primary Customer agrees that it is liable to Bank for each Affiliate Customer’s performance under, and compliance with, the terms of the Agreement (including, without limitation, the payment of Fees and any overdrafts of any kind or other amounts owed to Bank for the initiation of any ACH, wire or other electronic funds transfer), and with regard to such performance and compliance by any Affiliate Customer, the Bank may enforce the Agreement directly against Primary Customer without first being required to seek enforcement against any Affiliate Customer.

5. Representations; Warranties and Covenants. The Primary Customer hereby represents and warrants to Bank that each Affiliate Customer is an Affiliate of Primary Customer, and that Primary Customer has all necessary power and authority to act for and on behalf of each Affiliate Customer in connection with the Agreement, the Services and Accounts. Each Affiliate Customer hereby represents and warrants to Bank that it is an Affiliate of Primary Customer, and that all necessary action was taken by the Affiliate Customer’s governing body to provide Primary Customer all

necessary power and authority to act on behalf of Affiliate Customer in connection with the Services and Accounts of such Affiliate Customer as contemplated by the Agreement. Each Customer represents and warrants to Bank that (a) the execution and delivery of this Agreement has been authorized by all necessary corporate and governmental action and does not violate any provision of law applicable to such Customer, or any provision of such Customer's organizational documentation or any other agreement binding upon such Customer, and (b) the person(s) executing and delivering this Agreement for and on behalf of such Customer are duly authorized to do so. Each Customer agrees that Bank's reliance and actions taken based on the foregoing representations and warranties do not constitute negligence or willful misconduct. Further, each Customer hereby agrees that the Bank will not be liable and such Customer shall not sue or otherwise make claims against the Bank for or on Account of any claim for damages arising out of or relating to the Bank allowing the arrangements contemplated by this Agreement, including any fraudulent activity or Instructions resulting from or relating thereto.

6. Customers; Additional Affiliate Customers and new Services. Each Affiliate Customer hereby acknowledges and agrees that, from time to time, the Primary Customer may, without notice to or consent of the Affiliate Customers (i) join additional entities ("**Additional Affiliate Customers**") as parties to the Agreement by duly completing and executing (on behalf of itself and the Affiliate Customers) an agreement substantially in the form hereof and acceptable to the Bank, at which time, such Additional Affiliate Customers shall have the same rights and obligations as the Affiliate Customers, and Primary Customer shall have the same obligations with respect to such Additional Affiliate Customers as it has for the Affiliate Customers and/or (ii) subscribe to additional services ("**New Services**") via an Additional Services Supplement in a form acceptable to the Bank signed by the Primary Customer (on behalf of itself and the Affiliate Customers, including any Additional Affiliate Customers), at which time such New Services shall also constitute Services under the Agreement and hereunder.

CONTACT US

Citywide Banks, a division of HTLF Bank
303.460.4735 or 877.812.1564
1800 Larimer Street, Suite 100
Denver CO 80202
tmsupport@citywidebanks.com

Premier Valley Bank, a division of HTLF Bank
559.256.7765 or 877.812.1568
255 E. River Park Circle Dr., Suite 180
Fresno, CA 93720
tmsuppor@premiervalleybank.com

Minnesota Bank & Trust, a division of HTLF Bank
952.841.9345 or 877.812.1565
7701 France Avenue South Suite 110
Edina, MN 55435-5297
tmsupport@mnbankandtrust.com

Arizona Bank & Trust, a division of HTLF Bank
480.844.4511 or 877.812.1561
2036 E. Camelback Road
Phoenix, AZ 85016
tmsupport@arizbank.com

Illinois Bank & Trust, a division of HTLF Bank
815.637.7868 or 877.812.1558
4571 Guilford Road
Rockford, IL 61107
tmsupport@illinoisbank.com

Wisconsin Bank & Trust, a division of HTLF Bank
608.203.1268 or 877.812.1559
119 Junction Road
Madison, WI 53717
tmsupport@wisconsinbankandtrust.com

Bank of Blue Valley, a division of HTLF Bank
877.346.1412
11935 Riley Street
Overland Park, KS 66213
tmsupport@bankbv.com

First Bank & Trust, a division of HTLF Bank
9816 Slide Road
877.835.4183
Lubbock, TX 79424
tmsupport@firstbanktexas.com

New Mexico Bank & Trust,
a division of HTLF Bank
Customer Service 877.812.1560
320 Gold Ave SW Suite 100
Albuquerque, NM 87102
tmsupport@nmb-t.com

Dubuque Bank & Trust,
a division of HTLF Bank
Customer Service 877.251.1953
700 Locust Street, Suite 401
Dubuque, IA 52001
tmsupport@dubuquebank.com

BUSINESS DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

This Business Deposit Account Agreement and Disclosure governs the commercial deposit accounts (each individually, or collectively, referred to as your "Account") you open and maintain with HTLF Bank online or at a Division identified on the "Contact Us" page below ("Bank," "we," "us," and "our"). As used herein, "Customer," "you," and "your" refers to those who own the Account, and anyone authorized to access or use the Account. This Business Deposit Account Agreement and Disclosure together with any disclosures or related agreements we provide regarding your Account including our Regulation CC Funds Availability Disclosure and any rate sheets, signature card, fee schedules and other Account opening documents (each a "Schedule") collectively make up the agreement ("Agreement"). The Agreement governs your Account and our relationship with you. If you open multiple Accounts, you may receive a separate Schedule of information for each Account, but the Agreement will cover all your commercial Accounts with the Bank. By opening, using, or continuing to hold your Account, you acknowledge receipt of the Agreement, and you accept and agree to the terms and conditions in the Agreement, as amended from time to time. See the "Contact Us" page below for the Bank Division's address, phone number and other contact information.

HTLF Bank Divisions operate in the respective states we serve, and our names reflect our deep ties to the communities we serve. However, **the Divisions of HTLF Bank are the same legal entity as HTLF Bank and are not separately FDIC insured.** The FDIC has currently set its coverage limit at \$250,000 for deposit accounts (checking, savings, money market, and certificates of deposit), and the combined amounts you have on deposit with any Division of HTLF Bank are insured by the same depository institution. You may qualify for more than \$250,000 in coverage at HTLF Bank if you own deposit accounts in different ownership categories. For further information on FDIC Insurance see Section 22 (a) and (b) below.

Please read the Agreement carefully. You should keep a copy of the Agreement and any information we give you regarding changes to the Agreement for your records while you maintain your Account with us. You can get a current copy of the Agreement at any of our branches or through our website. See the "Contact Us" page for details.

ARBITRATION DISCLOSURE: This Agreement contains an arbitration provision under which you and the Bank agree that you and the Bank may resolve any dispute under this Agreement, related to your Account, or our relationship with you on an individual basis through binding arbitration, and that you will have no right to a jury trial

or to resolve the dispute in court. See Section 22(e) and 23 for details.

1. Definitions of Some Terms. As used in this Agreement, the terms listed below have the meanings provided:

"Account" means you have opened your Account as a "commercial account" and not as a "consumer account" used for personal, family or household purposes, and you have opened it as a sole proprietor or in the name of a corporation, partnership, or other business, or governmental entity. You agree that you will not use the Account for personal, family, or household purposes.

"Affiliate" means any entity that directly or indirectly, controls, is controlled by, or is under common control of either party to this Agreement, respectively.

"Available Balance" means the funds available for your withdrawal or transfer for all uses for which you may use funds in the Account under this Agreement. See Section 8 for details on how we determine your Available Balance.

"Beneficial Business Owner" means a natural person who owns at least 25% of a legal entity or has a controlling interest in the business' assets.

"Business Day" means every day except Saturday, Sunday, and federal holidays.

"Card" means any debit card we issue to you that you may use to access your Account.

"Check" means any check, draft, electronic image, or other negotiable instrument, including substitute checks, deposited to or from your Account.

"Credit" means a deposit or other addition to your Account.

"Debit" means a withdrawal or other deduction from your Account.

"Debts" means all debts and liabilities owed by Customer to Bank, whether existing now or in the future, whether direct or contingent, including, without limitation, amounts for fees or other obligations arising from Overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, fees related to this Agreement or any Account you maintain with us or any of our Affiliates.

"Electronic Funds Transfer" and "EFT" means any transfer of funds you make, request, or authorize through an

electronic terminal, telephone, or computer or magnetic tape for the purpose of ordering, instructing, or authorizing us to process a Debit or Credit to your Account. EFTs include, without limitation, ATM transactions, Debit Card transactions and ACH transactions.

“Hold(s)” means that we put a hold on (or “Freeze”) some or all the funds in your Account, meaning that we may refuse to: (i) allow withdrawals from the Account; (ii) pay Items drawn against your Account or process other Debit transactions to your Account; and (iii) accept deposits to your Account or process other Credit transactions to your Account. When we place a Hold on funds in your Account, your Available Balance is reduced by the amount of the Hold, which may result in our charging Overdraft Fees. See Sections 7 and 8 and the Schedule for more information.

“Item” means (i) all orders and instructions for payment, transfer, or withdrawal of funds from your Account (whether issued or unissued), (ii) all deposits to your Account, even if returned unpaid, (iii) any other Debits or Credits to your Account. This includes, without limitation, checks or substitute checks and purported substitute checks; drafts or demand drafts; remotely created checks and items; image replacement documents; Electronic Funds Transfer and preauthorized electronic transactions; in-person withdrawals and transfers; withdrawal slips; any applicable Account Fees; and any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed; deposit adjustments; and any photocopy or image of any of the foregoing.

“Losses” means any losses, costs, liabilities, claims, damages, or expenses (including reasonable attorneys’ fees and court costs).

“Operating Rules” means rules, regulations and operating rules and operating guidelines established by any Payment Network, including the regulations and operating circulars of the Board of Governors of the Federal Reserve. Payment Network means any money transfer or electronic payments system or network, check clearing organization, payment clearing house, real-time payments system, or Card association, including NACHA, the Electronic Payments Association, the Board of Governors of the Federal Reserve, Visa, Inc. and Mastercard Incorporated, used by us or any correspondent or intermediary bank or other third party in connection with your transactions and services provided to you using an Account.

“Overdraft” means an Item or other event that would result in a negative Available Balance in your Account.

“Owner” or “Joint Owner” means the person(s) owning the funds in your Account and who has the power to deal with the Account in their name.

“Security Procedures” shall have the meaning as set forth in the Uniform Commercial Code.

“Statement” means any Account statement we provide relating to your Account which shows transactions that occurred in the period covered by the Statement.

The meanings of defined terms shall equally apply to the singular and plural forms of the defined terms. The words “without limitation” shall follow all references to “include,” “includes,” or “including.”

2. Changes to the Agreement. We may change the terms of this Agreement, including the Fees, benefits, and features associated with your Account, at any time. We will notify you in advance of changes as required by applicable law. By keeping your Account open following the effective date of any changes to the Agreement, we will consider this as your acceptance of the changes.

3. Opening Your Account.

(a) Account Ownership. We may determine your Account’s form of ownership based solely upon the account agreement form (“Account Agreement”) you submitted.

(b) Authorized Representatives. An “Authorized Representative” is any person authorized to act on your behalf regarding the Account. Each Authorized Representative may act alone performing all the transactions available to your Account, including: (i) making deposits or withdrawals by whatever means available (including Electronic Funds Transfers) from your Account, (ii) obtaining and releasing information regarding your Account, and (iii) signing or authenticating any document in connection with your Account. At our request you must provide us with documentary evidence satisfactory to us regarding the authority of any Authorized Representative, such as a resolution or certificate of authority that we may require. If you are unable, refuse, or otherwise fail to provide the information outlined below, we may refuse to open an Account, block, or close your Account. An Authorized Representative includes: (i) any person listed on the Account Agreement or designated in any resolution, certificate of authority, or other documentation Bank may require, and any other person or agent acting with actual or apparent authority to transact business on your Account or otherwise to act on your behalf, (ii) any person to whom

you make your unissued Checks or other paper Items or Account number(s) available for purposes of transacting business on your Account, (iii) any person to whom you make available any Security Procedures, access device, or access information even if you provide such in error or because of fraud. We are not responsible for monitoring or restricting the actions of your Authorized Representative. You have sole liability for all actions, errors, omissions, wrongdoing of an Authorized Representative concerning your Account, regardless of whether these actions exceeded the authority given to the Authorized Representative. We may rely on the instructions purportedly received by any Authorized Representative, and you shall not to hold us responsible for any Losses you incur from our following the instructions given to us by your Authorized Representative. We may continue to recognize your designation of an Authorized Representative or other authorization related to your Account until we have received written notice from you modifying or revoking this authorization and we have had reasonable time to act. If we receive conflicting instructions from your Authorized Representatives regarding the Account, we may place a Hold on the Account until such conflict is resolved to our satisfaction.

(c) Credit Verification. You and any other Owner or signer on the Account authorize us to request and obtain one or more credit reports about you and any other Owner or signer on the Account or signer on any Account for the purposes of opening, reviewing, or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency including if your Account was closed for cause.

(d) Identification Notice. Federal law requires certain financial institutions to obtain, verify, and record information that identifies each individual and business opening an Account to help prevent the funding of terrorism and money laundering activities. When you open an Account with the Bank, you must provide us with your business entity name, principal and local (if different) address, date of establishment, employer identification number, and other documents that will allow us to verify the business and any other information we deem necessary to open your Account. For each Owner or signer on an Account, we ask the person's name, address, date of birth, social security number, and other information that will allow us to verify identity such as the person's license or other identifying documents. You agree that the Bank may seek information about you from third parties to confirm your identity and for other Account related purposes. We

may require these procedures even if you already have an existing relationship with the Bank.

(e) Beneficial Business Ownership Information. In addition to the above information, federal law requires the Bank to collect information reasonably designed to identify and verify the Beneficial Business Owners of the legal entity opening an Account with the Bank. The Bank may occasionally require that you provide additional documentation to Bank to verify your identity, the authority of individuals acting on your behalf, the nature and purpose of that relationship, and other matters relating to your Account.

(f) Tax Identification Number. You agree to provide us the accurate Taxpayer Identification Number for the person or entity listed on the Account. When you execute a signature card or open an Account with us, you certify the accuracy of the Taxpayer Identification Number you provided. To avoid backup withholding tax, you must provide us with an Internal Revenue Service ("IRS") employee identification number ("EIN"), Form-9 or Form W-8BEN. Until we receive the completed and signed Form(s) W-9 or W-8BEN and supporting information or documentation, we may either: (i) not pay interest on your Account, or (ii) pay interest and comply with the IRS backup withholding requirements. If you own your Account as a sole proprietor, your estate or beneficiary must provide us with their TIN upon your death. If we do not receive this, we may either: (i) stop paying interest on your Account after the date of your death or (ii) withhold a portion of the interest earned on your Account since the date of your death.

(g) Change of Address or Customer Information. You agree to notify us immediately if any of your personal information changes, including your name, mailing address, phone number, email address, Taxpayer Identification Number, or your residency or citizenship. We may rely on the information in our records unless and until we receive notice from you that it has changed including providing notices to you under the Agreement.

(h) Treasury Management Services Agreement. The Master Treasury Management Services Agreement and terms and conditions for Services (collectively, the "MTMSA") govern those treasury management Services defined in the MTMSA that we provide to our applicable customers. If we have executed a MTMSA with you or otherwise provide you with the Services, the MTMSA governs the Services, and this Agreement governs your Accounts. The provisions of the MTMSA will prevail over any conflict between the Agreement and the MTMSA. By using any of the Services, you accept and agree to the terms

and conditions of the MTMSA for the Services you use, and this Agreement continues to govern your Accounts.

4. General Terms for All Accounts.

(a) Fees and Charges; Earnings Credits. You agree to pay us the fees and charges stated in the Schedules and applicable to your Account, services related to your Account, and your deposit relationship with us (collectively, "Fees"). We may deduct these Fees from your Account even if it creates a negative balance to your Account. We may change the Fees and pricing information for your Account from time to time with notice to you. You may always obtain a copy of any current Fee Schedule by contacting us. See the "Contact Us" page for details. Unless you have made other arrangements to pay the Fees, or the Bank has agreed to allow you to pay Fees through account analysis or compensating balances, you authorize us to debit your Account or any other Accounts you hold with us or any Affiliate for the payment of any Fees related to your Account and any other Debts you owe us under the Agreement regardless of whether the Fee results in an Overdraft of your Account. For Electronic Funds Transfers, we may deduct our Fees from the proceeds of such Transfers. A finance charge may apply to unpaid amounts due to us. If earnings credit accrues on your Account, you will receive information regarding the earnings credit rate, and the Bank will periodically apply your accrued earnings credit to eligible charges unless the Bank otherwise indicates in writing. If your earnings credit exceeds your total maintenance and activity fees for the statement cycle for your Account, we will not pay the excess credit to you, and it will not carry forward to the following statement cycle.

(b) Statements. Unless otherwise provided in the Schedule for your Account, we will send or make available monthly Statements to you. You must notify us in writing within thirty (30) days if you do not receive a scheduled Statement. We will also occasionally provide you other information related to your Account, which may include disclosures, messages, and other information or data relating to the Agreement or your Account (together these are referred to as "Communications" or a "Communication"). Depending on the type of Account, we will send you Statements to your mailing address or provide you access to electronic Statements. You must notify us of your correct mailing address or e-mail address and updating us of any changes to either address by providing us with written notice. We will provide Communications to you by sending them separately to your mailing address, including them with a Statement or, if authorized, via

electronic communication. Notwithstanding any terms regarding notices under this Agreement, we will have delivered mailed Statements and Communications as of the second Business Day following the day we mailed a Statement or Communication to your mailing address or as of the first day we made a Statement or Communication available to you for viewing via electronic communication.

Unless otherwise prohibited by applicable law, if we receive Account Information sent to you marked as returned as undeliverable, we may discontinue mailing Account Information to you until you provide a valid address to us, although we will consider them available to you as set forth in this Section above. We may destroy any Statements or Communications sent to you and returned as undeliverable.

(c) Freezing Your Account, Blocking or Delaying Transactions. You agree that we may reject, freeze, reverse, or delay any transaction to or from your Account or place a Hold on some or all of the funds in your Account in order to protect you or the Bank or to comply with applicable law, including when (i) we believe your Account may be subject to irregular, fraudulent, illegal or unauthorized activity, (ii) we receive conflicting information or instructions regarding Account ownership, control or activity, or (iii) we otherwise believe that such action is necessary to avoid Losses or reduce risk to us or you. We will have no liability for any actions we take hereunder or for any costs or Fees incurred by any delay, and we may take such action without prior notice unless prohibited by applicable law but with prompt notice to you thereafter. This paragraph does not imply that the Bank has an obligation to monitor Accounts or transactions.

(d) Unauthorized Transactions and Errors. You agree to carefully examine and reconcile your Account Statements. You must promptly and carefully review all Statements or Communications we provide to you, (together referred to as "Account Information") and report any transactions that you did not authorize or other errors or problems with your Account like the payment of an unauthorized (including counterfeit) check, Item or other activity charged to your Account; unauthorized access; an unauthorized or incorrect debit or other charge to your Account; an altered Check charged to your Account; a Check with a missing or unauthorized signature; erroneous fee charges, credits, debits, or other entries including ACH entries; missing or incorrect deposits and other credits; and other problems with or activity in your Account, or errors in your Statement

(each, an "Account Issue"). You agree to implement, maintain, and enforce commercially reasonable procedures to prevent fraud, misuse, and the unauthorized use of the Account. You must promptly and carefully examine and reconcile all Account Information available to you and notify us of any Account Issue as soon as possible and to cooperate with us at your expense in any investigation of an Account Issue, including providing an appropriate affidavit or filing a police report as we may reasonably request. We may delay acting on the Account Problem until we complete our investigation. If you fail to cooperate with us, we will have no liability for the Account Issue. Your failure to exercise reasonable care in examining your Account Information or provide reasonably prompt notice to us may affect any rights you may have against us with respect to the Account Issue.

You must notify us of any claim you may have with respect to any Account Issue within a reasonable time under the circumstances but not to exceed 30 days after the date we sent or otherwise made available to you the Account Information indicating the Account Issue. If you fail to notify us promptly within this timeframe: (i) it will constitute your failure to exercise reasonable care and promptness in examining your Account Information, (ii) any Item charged to your Account is fully enforceable against you, (iii) we will have no obligation to re-credit or refund the amount of the Account Problem; (iv) you will hold the Bank harmless for the amount of such losses that we could have reasonably prevented, (v) we will have no liability for any subsequent Items we pay in good faith which contain an unauthorized signature or alteration by the same person unless you notify us within ten (10) calendar days after you have first learned of such Account Issue with the Account Information, and (vi) we will consider the Account Information to correctly reflect your transactions, such as deposits, withdrawals, refunds, imposition of fees, interest or dividends, and other debits and credits to your Account unless you notify us in writing. You can notify us of any Account Issues by calling or writing the Bank at the phone number and address provided on this Agreement. We may provisionally credit your Account during our investigation regarding an Account Issue for all or a portion of the amount claimed but we have no obligation to do so. We may reverse this credit if: (i) you fail to submit or sign documents required by us, (ii) you fail to cooperate fully with our investigation of the claim or our efforts to recover funds related to the claim, or (iii) we determine that the transaction that gave rise to the claim was proper. If you or we (or both of us together) make an error on your Account, we may fix that error without first notifying you including the amount paid on your Items for the incorrect amount,

an incorrectly added deposit to your Account, or we apply a deposit to the wrong account.

(e) Security Interest and Setoff. You grant us a lien on, and security interest, in all Accounts owned by you and held with us to secure payment of any Debts you owe us, including any Fees we may have against you. If you fail to pay any Debt you owe us when that Debt becomes due, we may enforce our lien and security interest without demand and without notifying you in advance unless applicable law requires otherwise. You agree that this includes the right to set-off against all future deposits to your Account, including deposits of government benefits, subject to applicable law. Our enforcement of our right to deduct funds from your Account through set-off or our lien and security interest in your Account will reduce your Available Balance and may result in Overdrafts, interest penalties, early withdrawal penalties or other Fees to you. You agree that we have no liability for any Item dishonored because we set-off a Debt against your Account, and you have insufficient funds left to pay the Item. Our rights under this paragraph do not apply if you hold the Account in a representative, agency, or fiduciary capacity. The rights granted in this paragraph are in addition to any other rights of the Bank, including the rights the Bank has under other security documents with you.

(f) Interest. If your Account earns interest, we will pay interest at the annual rate of interest specified on the applicable Schedule we provide to you. The Schedule sets forth the frequency of interest payments, the frequency of interest compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements. If your Account has a variable interest rate, we have the right to change the rates and Fees in accordance with the terms of the Schedule, without limits and without notice. The applicable Schedule will indicate the early withdrawal penalty for certificate of deposit Accounts, if any. Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items (for example, checks). For deposits made by cash or Electronic Funds Transfers, interest begins to accrue on the Business Day of your deposit.

5. Electronic Funds Transfers. The following terms apply to Electronic Funds Transfers you initiate from your Account, and we receive into your Account. If you have entered into a separate agreement for Electronic Funds Transfers with Bank, that separate agreement will govern such Services, the origination of Payment Orders (defined below), and control if inconsistent with the terms below. The instructions you provide to us for such payments or Electronic Funds Transfers (including amendments and

cancellations) shall have the same meaning as "Payment Orders" as defined in the Uniform Commercial Code.

(a) Submitting and Accepting Payment Orders; Rejection. We may accept a Payment Order pursuant to the terms of this Agreement in our sole discretion. We may refuse to accept any Payment Order for any reason, including your failure to maintain a sufficient balance in an Account or failure to use the Security Procedures when originating the Payment Order. If we reject any Payment Order, we will attempt to notify you through a status report on one of our electronic information reporting systems or by other reasonable means within a reasonable time, but we will have no liability to you based on any failure or delay in providing such notice. We will also attempt to notify you if we receive a return of an Electronic Funds Transfer, but we will have no liability to you based on any failure or delay in providing such notice. We have no obligation to re-send an Electronic Funds Transfer that is returned to us if we complied with the original Payment Order.

(b) Security Procedures. You agree to submit Payment Orders in compliance with the Security Procedures established by the Bank and made available to you. We offer certain Security Procedures for the origination of Payment Orders and sending Electronic Funds Transfers, and you must review and choose from among these Security Procedures. You must choose a commercially reasonable Security Procedure for the type, amount, and frequency of Payment Orders you originate. By originating a Payment Order and using an Electronic Funds Transfer service, you agree that the Security Procedures you choose constitute a commercially reasonable method of preventing unauthorized Payment Orders. We may process any Payment Order (including any cancellation or modification of a Payment Order) that we in good faith believe you or your Authorized Representatives have transmitted or authorized if we receive such Payment Order in compliance with your Security Procedures even if you have not authorized it. You will have the obligation to pay us the amount of such Electronic Funds Transfers made based upon such Payment Orders, even if you have not authorized them. If you initiate a Payment Order to the Bank that varies from the Security Procedures, and if the Bank accepts the Payment Order in good faith, you will have the obligation to pay such Payment Order even if you have not authorized it. You will have the obligation to pay any Payment Order even if the Bank does not verify it in compliance with the Security Procedures if you issued the Payment Order or otherwise benefited from the Electronic Funds Transfer. You acknowledge that the Security Procedures verify the authenticity of the Payment Order and do not detect errors.

(c) Processing Payment Orders. If a Payment Order identifies a beneficiary by both name and identifying number, and the name and number identify different persons or account holders, a financial institution may process the Payment Order solely on the identifying number. If a Payment Order identifies an intermediary bank or beneficiary bank by both name and an identifying number and the name and number identify different entities, the financial institution may process the Payment Order solely on the identifying number. In the absence of specific written instruction, Bank will choose the Payment Network processor and intermediary banks as necessary to carry out your Payment Order and shall have no liability for selecting such Payment Network or intermediary bank in good faith.

(d) Cancellation or Amendment. You may not cancel, amend, or modify Payment Orders you submit for outgoing Electronic Funds Transfers after you have submitted it to the Bank. If the Bank receives an amendment or cancellation request before the Bank has executed the Payment Order, we may make a reasonable effort to act on your request, but we have no obligation to do so. If the Bank acts on a cancellation or amendment instruction, you will indemnify the Bank from any Losses we incur related to the cancellation or amendment. The Bank will have no liability to you or any third party if it does not complete the requested cancellation or amendment, and you will have the obligation to pay the Payment Order as transmitted.

(e) Credits Received from Electronic Funds Transfers. Any credit we receive for you from an ACH credit entry, wire transfer, or other Electronic Funds Transfer received to your Account remains provisional until we receive final settlement for such transaction through a Federal Reserve Bank. If we do not receive final settlement, we may refund of the amount credited to your Account in connection with such Electronic Funds Transfer, or you will otherwise reimburse us if you have insufficient funds in your Account and the originating party making payment to you by such entry will not constitute payment to you for such Electronic Funds Transfer. We do not have to notify you of any receipt of Electronic Funds Transfers other than the notice you receive in your Statement, and we will not give you notice of receipt of an ACH entry, wire transfer, or other Electronic Funds Transfer received in your Account.

(f) Payment. You agree to pay us the amount of any Electronic Funds Transfer we execute on any Payment Order accepted in good faith. You also agree to pay us the amount of any charges applicable to Electronic Funds

Transfer including those assessed by a Payment Network or other third party.

(g) Transfers in Foreign Currency and International Wire Transfers. Any Payment Order initiated in a currency other than U.S. Dollars shall first require that you validly purchase such foreign currency from the Bank or its correspondent bank. Unless otherwise agreed between the Bank and you, the Bank will report to you the value of any such Electronic Funds Transfer in the U.S. Dollar equivalent of the amount of foreign currency transferred. We will charge any loss of exchange arising from a subsequent cancellation of such Payment Order or because of a rejection of delivery for any reason to your Account. You agree that if the Bank utilizes the services of other banks for the purpose of giving effect to any Payment Order in foreign currency, then the Bank does so at your risk.

The Bank's Fees only cover costs of for international wire transfers; we may incur additional costs or fees we have no control over during processing, and you agree to pay any such additional costs or fees. In addition, foreign countries and their subdivisions, any intermediary bank and the beneficiary's bank may charge transfer taxes and other transfer fees that will reduce the amount received by the beneficiary. You must comply with all laws relating to the transfer of funds to or from foreign countries, individuals, or agencies. Noncompliance may result in the delay of wire transfers, fines equivalent to a percentage of the principal, or confiscation of the entire principal amount of the wire transfer if an attempt is made to transfer funds to a sanctioned individual, agency, or country.

(h) International Wire Transfers. For Payment Orders to execute an international Electronic Funds Transfer: (i) the Bank may issue separate Security Procedures and directions relating to the origination of international wire transactions by Customer which shall replace or supplement those for domestic wire transfers, (ii) you accept the sole risk and responsibility for international Electronic Funds Transfers including reimbursement of the Bank's fees, expenses, and legal fees, and subject to all laws or decrees of any domestic or foreign government, taxing or postal authority, or other agency at the time you initiate the Electronic Funds Transfer, (iii) in the event that there is a delay in wire transmission or an interruption in a wire transmission, the Bank will request the intermediary institution(s) honor the stated value date, but the Bank has no responsibility for the actual value applied for crediting funds to the payee, (iv) for international Payment Orders, the Bank does not guarantee that its correspondents or agents can or will make payment in U.S. Dollars, nor does the Bank guarantee that some other bank or banker will

make a charge affecting any Electronic Funds Transfer initiated by the Bank, and (v) Customer understands that each intended beneficiary or an Electronic Funds Transfer initiated by the Bank at Customer's request will be compared to a list published and updated by the U.S. Department of Commerce Office of Antiboycott Compliance or Special Designated Nationals and Blocked Persons List as published and updated by the Office of Foreign Assets Control of the U.S. Treasury Department (collectively, the "OFAC List"). If the name of the intended beneficiary of a Payment Order appears on the OFAC list, the Bank will, under no circumstances, transmit the requested Payment Order. Customer agrees that the Bank has no obligation to transmit a Payment Order when the name of the intended beneficiary appears on the OFAC List, and furthermore, Customer agrees that the Bank will have no liability for any damages, direct or indirect, arising from the Bank's refusal to transmit a Payment Order to an intended beneficiary whose name appears on the OFAC List or holding such amount of funds as required by applicable laws.

(i) Liability. In addition to our limits on liability elsewhere in this Agreement, if the Bank fails to exercise ordinary care resulting in a failure, delay, or improper execution of a Payment Order, the Bank's liability shall be limited to an amount equal to interest losses attributable to such failure, delay or improper execution calculated by using a rate equal to the average Federal Funds rate for that period; provided, however we shall have no liability if such failure, delay, or improper execution arises from any Payment Network.

(j) Reliance on Information In Payment Order. You have the sole responsibility for the content of each Payment Order and the accuracy and completeness of the information contained therein. The Bank will rely on the information contained in the Payment Order when processing your instructions. No instructions or other restrictions accompanying your Payment Order shall be effective unless expressly accepted and agreed to in writing by the Bank. The Bank may in its sole discretion require evidence of the authority of the person submitting the Payment Order to act on your behalf before accepting it for processing but has no obligation to do so.

(k) Returned Wire Transfers (Incoming and Outgoing). In the case where wire transfer instructions or Payment Order details do not match account information for any incoming Transfer, the Bank will return funds to the originator, and we may charge you Fees for such return. If your outgoing wire Payment Order details do not match account information for any outgoing Electronic Funds Transfer, the

receiving bank may return the funds, and we or the receiving bank may charge you Fees.

6. Posting Order. Posting order is the order in which we apply Credits and Debits, including Fees, and other Items to your Account. The posting order impacts your Available Balance and may impact whether your Account becomes overdrawn and the amount of Overdraft Fees you incur. We have the right to post Items to your Account in any order we decide, and we may change our posting order at any time without notice to you.

(a) End-of-Day Processing. We receive Items at different times throughout the Business Day, but we generally treat them as if we received all Items at the same time at the end of the Business Day. We then post the Items to your Account using automated systems that group Items into categories based on the Item type. We generally post all Items within a category using the posting order or orders that apply to that category before we post any Items assigned to the next category. Items may not post to your Account in the order in which they occurred, we received them, or which Items appear in your Account history, including your Statements. We often do not receive or post debit Items on the same day you initiate or authorize them.

(b) General Categories, Order of Posting. The following describes a summary of the order in which we generally post Items to your Account. It represents the most common types of Items within each category, but we may process other Items to your Account although not specifically listed below.

(i) *Deposits and other credits to your Account.* We will post Deposits and other Credits we receive prior to our identified cutoff times, which we reference in our Regulation CC Funds Availability Disclosure to your Account before we post any withdrawals or other debits to your Account.

(ii) *Debits (Excluding Checks).* After posting all deposits, we will post all debits, except for checks, to your Account. We organize these debits into categories and post them in the following order: (i) ATM debit transactions and withdrawals with our Tellers, (ii) Card transactions, (iii) wire transfers and other Items that cannot be returned or recalled, and (iv) ACH transactions. Within each category, we post Items in order of the date and time associated with each transaction ("timestamp") from earliest to latest. We timestamp each transaction based upon either the time of preauthorization, or the time we processed the transaction without pre-authorization.

(iii) *Check Transactions.* We will post all checks drawn against your Account next. We organize checks into categories and post them in the following order: (i) checks payable from funds on deposit with us (sometimes referred to as "on-us" checks) and presented to us for cash payment, and (ii) all other checks. Within each category, we post all checks without a check number first in order from lowest to highest dollar amount, which include checks with illegible or otherwise unavailable check numbers. We next post checks with check numbers in order from lowest check number to highest check number.

(iv) *Fees.* We will post Overdraft Fees at the time the overdrawn Item posts. Other Fees will post at the close of business when they occur, and we assess them.

7. Insufficient Funds and Overdrafts. Insufficient funds mean you do not have enough funds in your Account to pay for a withdrawal or Debit Item presented against your Account. If you have insufficient funds in your Account to cover any withdrawal or Debit Items presented against your Account, we will handle such Items in accordance with our Overdraft procedures described in Section 9 below or in accordance with any other agreement you may have with us such as an agreement for an Overdraft protection program. An Overdraft occurs when the Available Balance in your Account has insufficient funds to cover a transaction, but we pay it anyway. We have no obligation to pay any transaction if your Available Balance has insufficient funds to cover it, and we may choose to return the transaction unpaid in our sole discretion, and we may charge you a Fee. See Section 8 below, for more information on how we determine your Available Balance. Even if we have paid Overdraft Items in the past, we have no obligation to do so in the future. Our payment of an Overdraft does not represent an application for credit or our approval of an extension of credit.

(a) Avoiding Overdrafts. You must maintain sufficient funds in your Account to cover your Items and your use of the Account. We have options available to help you keep track of your Items, including through Online Banking and Mobile Banking, Low Balance and Negative Balance Alerts, Overdraft Transfer, and an unsecured line of credit attached to your Account. We also offer several options that may help you manage Overdrafts including Overdraft Privilege, as described below.

(b) Fees. We may assess a Fee on each Item that will overdraw your Account whether we pay it or not (including a second or subsequent request for payment presented for

the same transaction), which we refer to as an "Overdraft Fee." We will assess an Overdraft Fee for each Item we pay that overdraws your Account or while your Account remains overdrawn. If we return a transaction unpaid for insufficient funds for any reason, we may charge you a Fee. Please refer to the applicable Schedule for more information about these Fees.

(c) Your Responsibility. You must promptly pay the amount of any Overdraft or any other negative Account balance along with any applicable Fees. You agree to immediately deposit funds into your Account sufficient to cover any Overdraft plus applicable Fees. If you have a Joint Account, all Joint Owners will have joint and several liability for any Overdraft plus applicable Fees, regardless of which Owner initiated the transaction that resulted in the Overdraft. If you do not meet these obligations, we may charge you additional Fees, close your Account, revoke any Overdraft Privileges you may have, report you to a credit reporting agency, or all of these. You authorize us to use the funds from any subsequent deposit to your Account to pay any Overdraft and resulting Fees, including any federal or state benefits if permitted by applicable law. If you do not want your benefits applied in this way, you can change your direct deposit instructions with your benefits payor at any time.

8. Your Available Balance. Your Available Balance represents the most current record we have of the amount of money in your Account you currently have available for withdrawal. We update your Available Balance throughout the Business Day. Your Available Balance will increase when Credits to your Account become available for use based on our Regulation CC Funds Availability Disclosure. Your Available Balance will decrease when withdrawals and other Debits (including Fees) post to your Account for payments made against it. Holds and pending Items received throughout the Business Day can also reduce your Available Balance. You must always monitor your Accounts carefully because we may charge you Fees in the event you overdraw your Account. We may not receive some of your transactions for payment and post them to your Account for debiting promptly after you initiate them, but you still must keep track of them to ensure that you have a sufficient Available Balance when we receive those transactions for payment, and we post them to your Account.

(a) Pending Transactions. Your Available Balance only reflects transactions once we become aware of them. It may not include every transaction you have initiated, such as your outstanding checks or recurring payments that you have scheduled in advance. If you review your Account

during the day, you may see some transactions as "pending." Pending transactions reduce your Available Balance, but they have not yet posted to your Account for payment. Once we make payment on the Item, pending transactions will post to your Account as described in Section 6 above. However, we may still return a pending transaction unpaid if you have an insufficient Available Balance to pay it during end-of-day processing.

(b) Holds. Holds placed on your Account can also reduce your Available Balance. While your Account funds have a Hold on them, you have no access to those funds for withdrawal or to pay other Items received. We may place Holds on your Account for a variety of reasons, including levies or garnishments on your Account, when you make a purchase with your Card, or in accordance with the Regulation CC Funds Availability Disclosure. For Card purchases, the merchant requests the Bank to authorize the transaction to ensure that your Account has sufficient funds, and the Bank places a Hold on your Account for the purchase amount the merchant provides. It may take several days before your Card purchase posts to your Account, and that may also cause an Overdraft if you have insufficient funds in your Available Balance to cover it at that time, even if you had sufficient funds in your Available Balance when the Bank authorized your Card transaction. We generally do not show Holds or distinguish between available and unavailable funds in your Account balance on your Statement, so when you review your Statement, it may appear that you had sufficient funds in your Account to pay for an Item for which you incurred a Fee.

(c) Bank-Initiated Transactions. Certain Bank-initiated transactions may also reduce your Available Balance, including: (i) any lien on or security interest in your Account, (ii) any set-off we may exercise against your Account, (iii) any deduction we may make from your Account because of a dispute, legal process, reversed deposit or other reason; (iv) any Item if we receive notice that the Item will be presented for payment or collection against your Account, (v) any checks we certify, or (vi) any other deduction to your Account permitted by the Agreement.

(d) Determining Overdrafts. We may look at your Available Balance to determine whether payment of an Item will create an Overdraft at any time between the time we receive the Item and the deadline for us to act on the Item. We have no obligation to make this determination more than one (1) time during this period. Please note that we occasionally authorize a transaction at a time when your Available Balance has sufficient funds to cover it, but because other transactions post before it and reduce your

Available Balance, the transaction creates an Overdraft when we post it to your Account. If we get a batch or multiple batches of Items in a Business Day, and if one, some, or all those Items would overdraw your Account if paid, we will generally post Items in accordance with the procedures described in Section 6. This may result in larger dollar Items being processed before small dollar Items, even though this would have the effect of reducing your Available Balance more quickly.

9. Overdraft Privilege; Other Overdraft Protection Options.

(a) Overdraft Privilege. If you maintain your Account in good standing, we may offer your Account Overdraft Privileges, an automated service for approving your Overdrafts up to a pre-determined limit. With Overdraft Privilege, the Bank may in its sole discretion pay certain Items that overdraw your Account, such as checks, Card transactions, and automatic bill payments. If we choose to pay an Item that overdraws your Account with Overdraft Privilege, we will charge you a fee for the Overdraft. You also have the option to cancel Overdraft Privilege and direct the Bank to return Items that would cause an Overdraft, but you may have responsibility for any applicable returned Item fees. Maintaining your Account in good standing includes, at minimum: (i) making regular deposits consistent with your past practices, (ii) promptly returning your Account to a positive balance in the event your Account becomes overdrawn, (iii) not defaulting on any loan or other obligation to us, and (iv) having no legal or administrative order or other legal process against your Account. See the applicable Schedule for your Account for details on your Overdraft Privilege options. Overdraft Privileges do not constitute a line of credit, and Overdraft payments remain at the Bank's discretion and are not guaranteed. We may cease our payment of Overdrafts with Overdraft Privilege at any time without prior notice or cause.

(b) Fees and Charges. We will continue to charge you all applicable Overdraft Fees and include them in the Overdraft Privilege coverage limit. You must promptly pay the total Overdraft Privilege balance on your Account and applicable Fees to remain in good standing.

(c) Other Overdraft Protection Options. You may also choose other options to avoid Overdraft Fees. With "Overdraft Transfers" you may choose to have Overdraft protection from another checking or savings Account from which we will automatically transfer funds to cover Overdrafts. We also offer lines of credit products that may provide Overdraft protection by advancing funds to cover

Overdrafts subject to availability on the line. For more information regarding availability of these options please contact us.

10. Deposits to Your Account. The following terms apply to deposits and other credits to your Account.

(a) Making Deposits. You may make deposits in person at one of our branches, by mail, electronically, or by any other means we make available to you. In addition to any other warranties you provide to us under applicable law or under the Agreement regarding Items you deposit or cash, for each Item that you deposit or cash you warrant that: (i) all signatures on the Item are authentic and authorized, (ii) you have the right to enforce the Item, (iii) the Item has no changes or alterations, (iv) the Item is valid, and (v) there are no claims made against the Item. You authorize us to accept all transfers, checks, and other Items for deposit to your Account from anyone at any time if made payable to you or to your order. We will have no responsibility for a deposit until we have received and accepted it. We may refuse to accept all or any part of any deposit in our sole discretion at any time, even after we initially accept it, or we may impose conditions on any deposit. We will verify Items deposited before we issue any deposit receipts.

(b) Remotely Created Checks. A "remotely created check" is a check created by the payee and not signed by the account Owner. You agree that you will not create any remotely created checks unless we separately agree in writing to allow such activity. If you attempt to deposit a remotely created check in your Account, we may accept it for deposit, refuse it, or accept it as a conditional deposit until we collect the amount, in which case our Regulation CC Funds Availability Disclosure will not apply. When you deposit a remotely created check in your Account, you warrant and agree that: (i) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check, (ii) you will maintain proof of the authorization for at least two (2) years from the date of the authorization, and supply us the proof if we ask, (iii) if the check is returned, you owe us the amount of the check, regardless of when the check is returned, and (iv) you will pay all costs incurred by the Bank in depositing the check in your Account. We may take funds from your Account to pay the amount you owe us, which will reduce your Available Balance and may result in Overdrafts. In the event a warranty claim is made pursuant to Regulation CC in relation to a remotely created check you present to us, we have the right to charge any of your Accounts.

(c) Notice of Deposits. We do not have to notify you of any order to deposit funds to your Account other than the notice you receive in your Statement.

(d) Collection Items. We may handle checks and other paper Items as "collection items" instead of deposits. This means that instead of accepting the Item for deposit into your Account, we will send the Item to the issuer's bank for payment and credit your Account when we receive payment for the Item. We may charge a Fee for this service; see the applicable Schedule for your Account for details. If the collection Item is returned unpaid, we will return it to you.

(e) Check Cashing. We may refuse to cash a check or other noncash Item payable to you and require you to deposit the Item into your Account instead of cashing it. If we cash a check or other noncash Item for you, we may put a Hold on your Account for a corresponding amount until we collect it or must release it under applicable law.

(f) Crediting of Deposits; Returns. We will credit all non-cash Items deposited to your Account subject to our receipt of final payment by the payor bank. When you make a non-cash deposit and we credit your Account for that deposit, this credit is provisional (temporary) until we receive payment on it. We may reverse or otherwise adjust any deposit or other Credit erroneously made to your Account at any time and without prior notice to you. We may charge back or otherwise Debit your Account or other Accounts you hold with us for any deposited Item returned unpaid for any reason, even if you have made withdrawals against it, if we do not receive final payment of any Item or there is another problem related to the Item (for example, that the Item was altered or forged). If your Available Balance has insufficient funds to cover the amount of the returned Item plus any applicable Fees, it may create an Overdraft. You authorize us to do one or all of the following with respect to a returned Item without prior notice and at any time: (i) charge your Account or any other Accounts you have with us for the amount of the returned Item, any interest paid on that Item and any other fee we pay or incur, (ii) put a Hold on your Account or any other Accounts you have with us for the amount of the Item until we resolve the claim or problem, (iii) resubmit the Item for payment by any means or attempt to collect the Item by other means, and (iv) pay any claim related to the Item.

If we return an Item, the party that presented the item for payment may have the right to make a second or subsequent request for payment. If we receive such a second or subsequent request for payment, we will treat the request as a separate Item different from the Item(s)

previously presented. This means that if a second or subsequent request for payment is made, and it again exceeds the available balance on your Account at that time, we may either pay or return the Item. If we pay the Item, we may charge an Overdraft and Returned Item Fee. In connection with the return of an Item, we will have no duty to question the facts asserted to assess the timeliness of any claim or to assert any defense. If a charged back Item becomes lost in the process of collection or unavailable for return, we may rely upon a photocopy of the Item or upon any other generally accepted notification of return of the Item.

(g) Restriction on In-Branch Deposits. Large cash deposits present a safety issue for Bank employees and customers; therefore, Bank reserves the right to refuse cash deposits to your Account that are presented at a branch location that exceed an amount the Bank may establish from time to time.

(h) Deposit Reconciliation. The amount shown on your deposit slip or otherwise provided when you make your deposit determines the amount of your deposit. After you make your deposit, we may verify the accuracy of the deposit amount, although we may not do so in every case. If our verification determines an inaccurate deposit amount, we may adjust your Account for any discrepancy by Credit or Debit. If you discover an error in your Account, we may adjust only if you notify us of the discrepancy within thirty (30) days of the date of your Account statement that shows the deposit. If you do not notify us of the error during this notice period, we will consider the deposit amount as final. We may change our standard adjustment amount at any time without notice to you.

11. Withdrawals From Your Account. The following terms apply to withdrawals from and other debits to your Account:

(a) Making Withdrawals. You may make withdrawals from your Account in any manner permitted by us for the type of Account that you have opened. When you ask for a withdrawal in person, we may require you to show identification or other evidence satisfactory to us proving that you are authorized to make withdrawals. We may restrict withdrawals and transfers from your Account as provided in this Agreement, applicable Schedules, or applicable law. We do not have to allow you to make a withdrawal from your Account if you have insufficient funds in your Available Balance to cover the full amount of the withdrawal. We may also refuse to allow a withdrawal if we have a Hold on the Account, including a dispute or other legal process, you have pledged the Account as

collateral for a debt, you have not presented any required documentation, or you fail to repay any Debt to us.

(b) Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from one of your checks to pay for purchases or pay bills. The merchant or other payee uses the check information, along with the transaction amount, to initiate an ACH Debit transaction. The transaction transfers electronically through the ACH system and debit the funds directly from your Account and deposited automatically into the merchant or payee's account. When you use information from your check to make an Electronic Funds Transfer, funds may be withdrawn from your Account as soon as the same day you make your payment. A description of the transaction will appear on your Statement. We will not include checks used in these types of transactions with your Statement or otherwise return them to you. This type of Electronic Funds Transfer is governed by the Electronic Funds Transfer Act and subject to the Electronic Transaction Disclosure and Error Resolution Notice.

(c) Checks Re-Presented Electronically. If we receive a deposited Item as returned unpaid, we may choose to redeposit the Item either in its original form or by converting it to an electronic payment and redepositing it as an ACH entry without notice to you. Checks re-presented electronically will not be included with your Statement or otherwise returned to you. This type of check conversion does not create an Electronic Funds Transfer subject to the terms of the Electronic Transaction Disclosure and Error Resolution Notice.

(d) Pre-Authorized Drafts. If we cannot enforce presentment and transfer warranties on remotely created checks drawn on your Account under the Federal Reserve Board's Regulation CC, and you have voluntarily given information about your Account (such as our routing number and your Account number) to a party seeking to sell you goods or services without physically delivering the check to the party, we will consider any Debit to your Account initiated by the party to whom you gave the information as authorized by you.

(e) Non-Customer Check Cashing Fee and Identification. If a non-customer of the Bank presents a check drawn against your Account for payment over the counter, we may require identification meeting our standards, and we may charge the person a service charge for cashing the check. We may refuse to cash the check and we will have no liability to you for wrongful dishonor in refusing to cash the check if: (i) the person attempting to cash the check refuses

to comply with our identification standards or refuses to pay a service charge, or (ii) we have reason to believe or suspect that the person attempting to cash the check has no rights to the funds or some other problem with the check exists.

(f) Large Cash Withdrawals. We may place reasonable restrictions on the time and method of any large cash withdrawal, including by cashing a check. This may include requiring advance notice before we allow such a withdrawal. We may also impose other conditions for making large cash withdrawals, and we may refuse the cash withdrawal if you do not agree with these conditions.

(g) Notice Requirement. We may require you to give at least seven (7) days written notice prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market Account. Although we usually pay withdrawals or checks without notice on these Accounts, doing so does not mean that we give up this right.

12. Checks and Items. The terms and conditions of this Section may apply to checks and other Items that are drawn against your Account, Items that you cash or deposit, or both.

(a) Endorsements. We may require an endorsement for the deposit, transfer, or negotiation of a non-cash Item you cash or deposit in your Account. You should endorse all checks and other non-cash Items deposited to your Account payable to the order of us for deposit only. All endorsements must appear on the back of the check or other Item within the first 1-1/2 inches from the left side of the Item when looking at it from the front. We may refuse to deposit, pay, or cash any Item or accept any Item for deposit if we cannot verify to our satisfaction that the Item has all necessary endorsements. We may accept Items without such endorsement, with non-conforming endorsements, or otherwise do not meet our endorsement requirements. We will have no liability to you for accepting such Items, and you will be responsible for any Losses incurred by us due to the return of the Item or any delay in processing the Item. You authorize us to supply your endorsement to any Items you present to cash that we accept for collection or deposit to your Account. You also authorize us to collect any Item payable to you but missing an endorsement and agree that we do not have to supply your endorsement before collecting the Item.

(b) Review of Items and Signatures. You understand that we use automated collection and payment procedures like most other banks so that we can process the greatest

volume of Items at the lowest possible cost to our customers, and our procedures provide for inspection of Items, including signatures, only in certain limited circumstances. We may not maintain signature cards for any Account, and regardless of whether we maintain signature cards, we have no obligation to inspect any Item for the presence or authenticity of any signature. Considering this, you agree that we have exercised ordinary care in using such procedures and in paying an Item if we examine only those Items that we have identified for review based on our internal criteria as updated from time to time. If we inspect an Item drawn against your Account, we may use your signature provided on the signature card or other documentation on file in doing so. You authorize us to store and use the information on your signature card in any reasonable form we deem necessary, including any digitized signature capture process. If we return an Item because we believe it did not match a signature on file, we will have no liability to you even if the Item was authorized. We will have no liability to you if we fail to detect a forgery of your signature or an alteration of one of your Items if the forgery or alteration would prevent a reasonable person from detecting it. We will have no responsibility for reviewing the number or combination of signatures on or with an Item drawn against your Account, even if you specify that you require multiple signatures for Items drawn against your Account or specify any other signature requirements, and you agree that such requirements are for your internal control purposes only.

(c) Non-Handwritten Signatures. A “non-handwritten signature” is any mechanically reproduced signature, including without limitation facsimile signatures or other forms of mechanically reproduced signature (such as desktop publishing, digitized, or computer software generated signatures). If you use non-handwritten signatures, we will treat these as your signature or endorsement and not as a forgery or unauthorized signature regardless of whether you acted with or without negligence. You agree you will have the sole responsibility for maintaining security of any non-handwritten signature and any device by which you affix a non-handwritten signature. You bear the entire risk for the unauthorized use of such non-handwritten signatures or device regardless of whether you acted with or without negligence. You further agree to indemnify and hold us harmless from and against all Losses we or you may suffer or incur because of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it.

(d) Check Legends and Notations, Amount of Check. We have no obligation to act on, or for failure to notify you of, any “restrictions” on an Item (including without limitation legends, notations and other restrictive or conditional language such as “Void after 90 Days,” “Paid in Full,” or similar statements). We may pay any Item drawn against your Account regardless of any such restrictions printed on it. If the numeric amount on an Item drawn against your Account does not match an amount written out in words, the written amount shall prevail over the numeric amount when paying that Item.

(e) Dates on Items. We reserve the right to pay or return Items drawn against your Account without notice to you and without any liability to you, regardless of whether an Item has a date more than six (6) months in the past or the Item has no date. If you date a check in the future (referred to as a “post-dated” check) and the check is presented for payment before the date of the check, we may pay it or return it unpaid in our sole discretion. We will have no responsibility to you for any Losses you sustain if we pay the check.

(f) Use of Check Images and Substitute Checks. For each original check that you deposit, you authorize us (and any collecting bank, returning bank, Federal Reserve Bank, or processor that subsequently receives the original check) to create an electronic image (“check image”) of the original check and to process that check image for collection, payment, and return. You further authorize the destruction of the original of the imaged check. We may in our sole discretion determine the way we collect or return a check image. We may (i) present or transfer the check image to the paying bank, a Federal Reserve Bank, a check clearing house, image exchange network or other collecting bank or returning bank; or (ii) create a substitute check and collect such substitute check instead of the check image as governed by the Check Collection for the 21st Century Act referred to here as the “Check 21 Act”. We may collect a check image or a substitute check through one or more check clearinghouses, through one or more Federal Reserve Banks, or pursuant to an exchange agreement with another depository institution. In such cases, you agree that the rules of the clearinghouse, Federal Reserve Bank or exchange agreement will govern the processing of the check image or substitute check. You agree that we may debit your Account for any of the following items: (i) a check image of an original check drawn on your Account and presented for payment or collection, or (ii) a returned check image of an original check that was deposited by you. In these situations, we may debit your Account without receipt or review of the original check associated with the check image. In our sole discretion, we may return to a

presenting bank, returning bank or paying bank, or post to your Account, a paper copy or paper representation of an original check, including without limitation an image replacement document (IRD) or a photocopy, drawn on or returned to your Account that does not otherwise meet the technical or legal requirements for a substitute check. You agree that a check image received or created by the Bank in the check deposit, collection, or return process will constitute a "check" and/or an "item" for all purposes under this Agreement and applicable law. In addition, we may truncate and replace with a substitute check any check that you deposit with us or draw on your Account. You authorize us to pay, process, or return a substitute check in the same manner as "check" or "item" under this Agreement. The Check 21 Act and the terms of this Agreement, to the extent not modified by the Check 21 Act, govern substitute checks. You agree to indemnify and hold harmless us, our employees and agents from any loss, claim, damage, or expense that you or any other person may incur directly or indirectly from any action taken by us to process a check image or substitute check instead of the original check, including the destruction of the original check, as described above, to the extent permitted by applicable law.

(g) Foreign Items/Foreign Currency. A "Foreign Item" is an Item drawn on a financial institution not chartered in the U.S. or payable in a foreign currency. We may accept Foreign Items for deposit or collection. Our Regulation CC Funds Availability Disclosure does not apply to any Foreign Item we accept for deposit or collection. If we accept a Foreign Item for deposit or collection, we will determine the actual amount you receive by using our exchange rate in effect at the time we receive payment for the Item. You accept all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the Item, and you will have responsibility for any Losses incurred by us because of our processing a Foreign Item. If we receive a return on a Foreign Item we accepted for deposit or collection for any reason, we will charge your Account at the applicable exchange rate in effect at the time of the return, which may exceed the exchange rate originally used for the deposit.

(h) Lost or Destroyed Items. We will have no liability for the loss or destruction of an Item or notice of nonpayment in transit or not in our possession. If an Item you cash or deposit is lost or destroyed, you agree to cooperate with us in recreating it. If you fail to cooperate with us, we may at any time without notice to you reverse or otherwise adjust any Credit made to your Account for the lost or destroyed Item. If we cannot collect on any Item you cash or deposit because it is lost or destroyed through no fault of ours: (i)

we will have no responsibility to you for the actions or inactions of any collecting or returning bank, and (ii) we may deduct the amount of that Item from your Account and reverse any interest we paid in connection with the deposit.

(i) Checking Sub-Accounts. For accounting purposes, each checking Account may consist of two (2) sub-Accounts: a transaction sub-Account to which we post all financial transactions, and a holding sub-Account into which we transfer Available Balances above preset levels daily. We may transfer funds between these sub-Accounts for our internal accounting records. Both sub-Accounts are treated as a single Account for purposes of your deposits and withdrawals, access and information, tax reporting, Fees, FDIC insurance coverage, and payment of interest, if applicable.

(j) Checks and Forms. You must use checks and other documents on forms we provide to you, or we approve. You must comply with our specifications for such Items. We will have no liability for the untimely return of any Item you have issued or any presentment-related problem resulting from the failure of an Item to conform in any respect to our specifications. We will have no responsibility for Losses that result from improper printing on documents we did not approve. We may refuse to accept for deposit or pay checks in a form that we cannot process using our customary equipment.

(k) Lost or Stolen Checks. If you lose or someone steals your unissued checks, or someone is issuing unauthorized paper Items against your Account, you must immediately notify us of this in writing. If we become aware of or suspect any such problem, we may take one or more of the following actions: (i) close your Account and open a new account, (ii) dishonor any check you indicate or we believe lost or stolen, or (iii) pay such a check, provided you instruct us to pay it and given the number of that check. Unless otherwise provided by applicable law, you will have liability for any Losses that result from your failure to use ordinary care in safeguarding your unissued checks.

M. Stop Payment Orders. You may request us to place a stop payment order ("Stop Payment") on checks and other Items drawn or charged against your Account. We may charge you a Fee each time you request a Stop Payment. The content of a Stop Payment must include: (i) your name, (ii) the date of the Item, (iii) the Account number on which the Item is drawn, (iv) the exact amount of the Item, (v) the Item number (or range of numbers if applicable), (vi) the name of the payee, and (vii) any other information we request. We may process a Stop Payment using only a

portion of this required content. We will have no liability for failing to honor a Stop Payment based upon incorrect or incomplete information we rely on in processing a Stop Payment. We will send you a confirmation letter detailing your Stop Payment. You must notify us immediately of any inaccuracies in the confirmation letter. We will only process a Stop Payment if we receive it in a time and manner giving us reasonable opportunity to act upon it before we pay, accept, or otherwise become accountable for the Item(s) covered by the Stop Payment. We will verify that we have not already paid the Item before processing the Stop Payment. Unless otherwise provided, each valid Stop Payment processed by us will expire six (6) months after the date you request the Stop Payment. We may pay any Item covered by a Stop Payment after it expires with no duty to notify you except for identifying the Item as paid on your Statement. You may renew a Stop Payment for an additional six (6) month period following the date it would otherwise expire if you renewed it before the Stop Payment expires. We will treat each renewal as an additional Stop Payment, and we may charge a Fee. We shall have no obligation to advise you of an expiring Stop Payment. You may not stop payment on an official bank check, certified check, cashier's check, or teller's check issued by us or request us to Stop Payment on any Item if we have already paid, accepted, or otherwise become accountable for the Item. You agree to indemnify the Bank for any Losses we incur due to your Stop Payment and our refusal to pay the Item. You assign to us all rights against the payee or other holder of the check and agree to cooperate with us in any legal actions that we may take against such parties.

If you have told us in advance to make regular payments from your Account, you can stop any of these payments by contacting us in time for us to receive your request three (3) Business Days or more before the scheduled payment. Once you place a Stop Payment on a preauthorized transfer, Bank will not make any more preauthorized transfers to the designated recipient of your payment.

13. Account Ownership. We offer the following types of Account ownership. We may rely solely on our records to determine the form of ownership of your Account.

(a) Joint Accounts. Each Joint Owner can perform all actions available to an Owner of any Account. The Joint Owner may make deposits and withdrawals, issue Stop Payments, close the Account, transfer funds to or from the Account, pledge the Account as collateral for any obligation, and otherwise transact on the Account. The Joint Owner may also make changes or give instructions on the Account, including but not limited to enrolling in services, adding other signers to the Account, and providing a power of attorney. Any act by

a Joint Owner constitutes an act by each Joint Owner represents the ratification and approval of all Joint Owners. Each Joint Owner has joint and several ownership. This means each Joint Owner has full and personal liability under the terms of the Agreement including liability for Overdrafts and Debit balances, regardless of which Joint Owner benefited from or initiated the transaction. We have the right to endorse any checks, drafts, or other orders for payment made out to any of the Joint Owners and deposit these Items into the joint Account. Each Joint Owner consents to the Bank sharing confidential information with the other Joint Owners including but not limited to information related to garnishments and set-off liabilities of other Joint Owners that may result in Debits to the Account.

Unless the Bank agrees otherwise in writing or applicable state law requires other treatment, all Joint Owners will be treated as joint tenants with rights of survivorship. Upon the death of a Joint Owner, their interest in the Account will transfer to the remaining Joint Owner(s) and the decedent's estate will have no rights to the Account. If Joint Owners are treated as joint tenants without right of survivorship (sometimes referred to as "tenants in common"), upon the death of a Joint Owner the proportionate ownership interest in the Account will pass to their estate subject to the right of the Bank to act upon the written instructions of any or all the remaining Joint Owners. We will pay the Account balance in equal shares upon a Joint Owner's death unless a prior written agreement with the Bank defines unequal ownership shares in the Account. We have no obligation to release funds upon the death of a Joint Owner until we receive all required legal documents.

14. Death or Incompetence. You must notify us immediately if any Account Owner or other person permitted to transact on your Account dies or a court has declared incompetent. We may continue to honor checks and other Items and instructions on the Account from such person until we have knowledge of the death or incompetent status, receive any documentation we request to verify the death or incompetence, and have a reasonable opportunity to act on that information. When we receive notice of death or incompetence, we may freeze or place a Hold on your Account and refuse to permit withdrawals or accept deposits. We may not release your funds until we receive documentation designating the owner of the funds. We may accept and comply with court orders and take direction from any court-appointed representatives, guardians, or conservators from other

states outside the state where the Account or the Account Owner resides. In the case of an Account owned by a sole proprietorship, we may place a Hold on the Account and refuse to permit withdrawals or accept deposits until we receive any documentation we reasonably request and determine who is entitled to the funds.

15. Changes of Account Type. We may convert your Account to another type of deposit Account we offer (e.g., change the Account type from a savings account to a demand account, or change the product within the same Account type) at any time subject to any notice required by applicable law. If you have a high volume of activity, inappropriate activity, or a negative balance or if we stop offering the type of Account you have, we may convert your Account to another type of Account designed to accommodate your needs. We will provide information about any new Account we open for you when we convert your Account.

16. Notices to Bank.

(a) To You. Notice to any Owner constitutes notice to all Owners of your Account. All Statements, notices, and other communications and writings we send to you regarding the Agreement, a service, or your Account (collectively, "Notices") are effective when sent to the address we have on record for the Account or to such address designated by any Owner of the Account. We may also provide Notices by a message included in your Statement. If you have agreed to electronic delivery, we may provide Notices to you by email, posting on our website, or such other electronic methods as permitted under applicable law. We have no responsibility for Notices lost while not in our possession (e.g., lost in the mail or by you after delivery). If we receive any Notices returned as undeliverable, we may discontinue sending Notices to you, but the information contained in such Notices will remain effective and available to you on the date we would have mailed or otherwise provided to you pursuant to the Bank's notification process (e.g., by email or posting on our website, if you have agreed to electronic notices) and will bind you as of the date set forth in such Notice. You agree that the procedures described herein establish an acceptable method of delivery of Notices to you, and you will indemnify and hold us harmless for following these procedures.

(b) To Bank. You must send notices to the Bank under this Agreement in writing to the address set forth on the "Contact Us" page or to such address as Bank otherwise specifies in writing. Notices sent to Bank become effective (i) upon receipt, if sent by overnight courier or hand delivery, or (ii) within five (5) days if sent by U.S. Mail. You

agree that Bank shall have a reasonable time to act on any notice that requires Bank to make changes in how you can access or use the Account.

17. Communicating with You. By opening and maintaining your Account with us, you give us and other companies working on our behalf to service your Account your express consent to make informational, servicing and collection calls, and text messages to any phone number you provide while you have an Account with us or any number you have called us from, including calls to mobile phones and home landline telephones. You also agree that we and other companies working on our behalf to service your Account may make calls concerning your Account by using an automatic telephone dialer and leave pre-recorded voice messages. These calls or messages may cause you to incur fees from your cellular provider or other service provider. If you give us an email address, you also consent to our contacting you by email. To the extent permitted by applicable law, we may deliver communications by electronic means if you have agreed to electronic notices, rather than by mail or other means. You acknowledge and agree that telephone calls and other electronic communications that we have with you may be monitored and recorded.

18. Legal Process. We may restrict your Account upon receipt of any legal process without advance notice (unless required by applicable law) to you and without any liability to you for doing so. "Legal process" means any document that appears to have the force of law that requires us to restrict, place a Hold on, or pay out funds from your Account. Legal process includes any subpoena, garnishment, levy, government request for information, forfeiture, seizure, bankruptcy, administrative, or other order from a court or government agency relating to your Account. We may accept and act on any legal process we believe valid including providing information about your Account and restricting or placing a Hold on your Account until we determine who has the legal right to the funds in the Account. This may include requiring a court order telling us where to pay the funds or pay funds from your Account pursuant to such legal process. We will retain our security interest and right of set-off against any legal process, and we may charge any fees or expenses we incur in responding to any legal process against your Account as Fees.

19. Inactive and Dormant Accounts. An Account becomes "inactive" when you have initiated no activity with your

Account. If your Account becomes inactive for six (6) months, and if permitted by applicable law, we may charge an inactivity Fee until your Account becomes active again or we close it. See the Fee Schedule for your Account for details. The Bank reserves the right to close an Account if it is inactive for a certain time and you have a zero balance, including new Accounts that you have not funded. If your Account remains inactive for a period of three (3) years, we will consider it dormant, and we may charge the dormancy Fee as set forth in the applicable Schedule for your Account, but we will not charge you a Fee for inactivity and dormancy. Unless prohibited by applicable law, we reserve the right to cease paying interest (if applicable) and to stop sending Statements on Accounts that are dormant. We will escheat dormant Accounts to the applicable state authority (in the state of Customer's last address of record with Bank) as unclaimed property in accordance with state law, and subject to applicable law, we may charge an escheatment Fee if this occurs. See the Fee Schedule for your Account for details.

20. Termination; Closing Your Account.

(a) Termination of the Account. You or the Bank can close your Account at any time, for any reason, without advance notice. We may ask that you provide your request to close your Account in writing. After you or we close the Account, if the Account has a positive balance, we will mail you a check for the final balance, reduced by any amount you owe us. You remain responsible for any outstanding transactions, service charges or Fees, or Overdrafts incurred before, during, or after we close the Account. After we or you close your Account, we may accept a debit or credit to your Account, even if doing so results in your Account becoming overdrawn. Alternatively, if we receive a debit or credit to your Account after it has closed, we may in our sole discretion return to the payee any debit or return to the originator any additional deposits or electronic credits, including but not limited to, Social Security, pension payments, and automatic payroll deposits, and you will have liability for any associated charges or Fees.

(b) Our Right to Close. We may require you to close your Account and to open a new Account if: (i) a change in Owners occurs, (ii) we receive information of a forgery or fraud reported or committed involving your Account, (iii) any Account checks become lost or stolen, (iv) you have too many transfers from your Account, or (v) you have violated any provision of our Agreement with you.

(c) Recurring Transactions. If you have arranged for recurring transactions to your Account with a third party whether in the form of Credits or Debits, you must notify this third party to stop these transactions once your Account closes. We may receive funds or other Credit transactions intended for your Account after it closes, but this does not mean your Account remains "open." We will have no liability to you if you do not receive any regularly scheduled deposit or if we do not make a regularly scheduled payment for you due to your failure to notify that party in a timely fashion of your Account closure.

(d) Returning Your Account Balance. We will return the remaining balance in your Account after it closes subject to the following conditions: (i) we may Hold any remaining Account balance until you claim it and determine you have the right to receive it, except as provided by applicable state law governing unclaimed property, and (ii) we will subtract any Fees, claims, set-offs, or other amounts from your Account balance before we return it to you. To return your Account balance, we may mail you a check for the applicable remaining Account balance to your last known mailing address.

21. Protection Against Fraud and Unauthorized Transactions.

(a) Internal Controls, Notice of Lost Checks or Devices. You have the responsibility to protect: (i) your Account Information, Account number(s) and other information related to your Account; (ii) any access device we provide for your Account (such as a Card) or equipment that may allow access to your Account; and (iii) your checks and other paper Items. You agree to institute and maintain reasonable and effective procedures to prevent fraud, misuse, and unauthorized use of your Accounts and to ensure the security of your checks and check stock, account numbers, security procedures, access devices, access to the Accounts and your internal procedures including those anti-fraud measures the Bank provides or makes available on our Website or through customer communications ("Anti-Fraud Measures"). You represent and warrant that you maintain and enforce effective internal controls including Anti-Fraud Measures to ensure that you authorize the personnel who use the Accounts. You must notify us as soon as possible of any known or suspected loss, theft, or unauthorized use of your checks or any Card, code, or access device. Until the Bank has received and has had a reasonable opportunity to act on such notice, the Bank may maintain debits and honor transactions affecting your Account when using any such checks, Card, code, or device except as otherwise provided by applicable law. The Bank may close the Account, permit withdrawals by you or

issue new evidence of an Account on such conditions as the Bank may require.

(b) Risk of Loss and Controlling Risk. You understand unauthorized Items provide a growing risk of losses. In addition to the Anti-Fraud Measures you can implement on your own, we offer a variety of Services designed to assist you in reducing or minimizing the incidence of check, ACH, and other fraud and unauthorized activity in your Accounts. To the extent you choose not to use one of these Services or fail to implement or take Anti-Fraud Measures reasonable for your Accounts, and the use of that Service or Anti-Fraud Measure could reasonably have prevented the incidence of fraud, unauthorized activity or loss suffered by you, you will assume the risk of such fraud, unauthorized activity, or loss incurred, and you will hold the Bank harmless for such fraud, unauthorized activity or loss.

22. General Terms.

(a) FDIC Insurance. The Federal Deposit Insurance Corporation ("FDIC") insures your deposits up to the applicable limits under the FDIC insurance coverage rules based on the category of Account ownership. You may obtain more information and tools to determine federal deposit insurance coverage from the FDIC on its web site at www.fdic.gov or by calling 1-877-ASK-FDIC or 1-800-925-4618 (for the hearing impaired). Your deposits will be insured based upon your Account relationship with Bank. Please note the divisions of HTLF Bank are the same legal entity as HTLF Bank and are not separately FDIC insured. The bankers at the Bank can also provide you with information about the FDIC insurance coverage on your Accounts.

(b) Special Provisions for Pass Through Accounts. If you open an Account on behalf of the legal or beneficial owner(s) of the funds in the Account (for example as a trustee, agent, nominee, guardian, executor, custodian, or funds held in some other capacity for the benefit of others), those legal or beneficial owner(s) may receive "pass-through" insurance from the FDIC. This means that the funds held on behalf of each legal or beneficial owner(s) in the Account may qualify for the full FDIC deposit insurance coverage. To ensure that the legal or beneficial owner(s) of the funds qualify for the appropriate amount of FDIC deposit insurance coverage as depositors, you must provide a record of the interests of the actual Owner(s) in accordance with the requirements if the Bank fails. You may obtain more information and tools to determine federal deposit insurance coverage from the FDIC on its web site at www.fdic.gov or by calling 1-877-ASK-FDIC or 1-800-925-4618 (for the hearing impaired).

(c) Indemnity, Limits on Liability. For the purposes of this Section, "Bank," "we," and "us" includes us and our affiliates, officers, directors, employees, and agents. You agree to indemnify us and hold us harmless from any and all Losses resulting directly or indirectly from, arising out of or in any way connected with: (i) your use of the Account and any transaction on the Account, (ii) the Agreement and your performance under the Agreement or your breach of any terms of the Agreement, including failure to comply with applicable law, and (iii) services we provide to you under the Agreement or pursuant to your instructions; provided, that you shall have no obligation to indemnify us for any Losses resulting from our gross negligence, willful misconduct or bad faith.

You agree that we will only be liable to you to the extent we acted with gross negligence or willful misconduct and those actions resulted in a direct financial loss to you. We will have no liability for: (i) errors or omissions that do not result in a financial loss to you, (ii) any Losses that result from our use of customary banking practices or for any Losses provided that we have acted in good faith and with ordinary care, (iii) any action we have authority or permission to take by the Agreement (including without limitation making deductions to your Account or putting a Hold on your Account), even if this results in your Account having insufficient funds or causes an Overdraft or otherwise causes you to incur Fees, expenses, or damages, (iv) your misconduct, errors or negligence or an act or failure to act of any person not directly within our control, (v) anything we do in following your instructions or for not following such instructions if we reasonably believe that this would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices or applicable law, and (vi) any Losses arising out of the systems and software utilized by you to initiate or process banking transactions. IN CONNECTION WITH YOUR ACCOUNT AND THE AGREEMENT, YOU AGREE THAT WE WILL HAVE NO LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS REGARDLESS OF THE CLAIM OR FORM OF ACTION AND EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR COULD REASONABLY FORESEE SUCH DAMAGES OR LOSSES.

If we fail to stop payment on an Item, or pay an Item bearing an unauthorized signature, forged drawer's

signature, or forged endorsement or alteration, our liability, if any, shall be limited to the face amount of the Item. Neither you or we will be deemed to be in default of any of the obligations required to be performed under the Agreement or be liable to the other for any failure, error, malfunction or delay in carrying out any of our obligations under the Agreement because of circumstances beyond your or our reasonable control, including, without limitation, any act of God, natural disasters, accident, equipment failure, system failure, labor dispute, pandemic, the potential violation of any guideline, law, rule, regulation, order or decree of any government authority or an emergency that prevents us from operating normally, or the failure of any third party to provide any service used in connection with providing services to you under the Agreement. Without regard to care or lack of care by you or us, you agree that you cannot commence any claim, legal action or proceeding against us regarding your Account or this Agreement unless you do so within one (1) year from the date that the event giving rise to the claim first occurred, regardless of when you first learned of that event. This Section will survive closing of your Account and termination of the Agreement.

(d) Assignability. You agree that you may not sell, assign, or pledge your Account, give a lien or security interest in your Account, or otherwise transfer your Account or a portion of your Account to a third party, except with our prior written consent. If you transfer your rights in an Account as set forth above without our written consent, that transfer will not have valid or binding effect on the Bank. Any pledge or grant of security interest in your Account we approve remains subject to any right we have under this Agreement and applicable law. If you request to assign or otherwise transfer ownership of your Account, we may require the Account be closed and a new account opened in the name of the transferee, assignee, or pledgee. We may prevent you from withdrawing or transferring funds from your Account if you transfer ownership of your Account.

The Bank may sell or assign its rights and obligations under this Agreement, including your Account, without your consent including, but not limited to: (i) any merger, consolidation, or acquisition involving the Bank or its parent company, or the sale or transfer of all or substantially all of the assets or stock, or (ii) the sale or other disposition of the Bank's assets or liabilities to which this Agreement or your Account relates. The Bank will use

reasonable efforts to notify you of any such sale or assignment if required by applicable law.

(e) Governing Law; Jury Trial Waiver.

(i) Except as otherwise provided in the Arbitration Provision herein, the laws and regulations the state of the branch or retail office's location where you opened your Account governs this Agreement without regard to such state's choice of law or conflict of law principles. If you open your Account by mail initiated by an application taken over the phone, the internet, or electronically, and we have a branch or retail office in your state of residence at the time you open your Account, the laws and regulations of your state of residence when you open your Account, without regard to such state's choice of law or conflict of law principles shall govern this Agreement. If we do not have a branch or retail office located in your state of residence when you open your Account, and you open your Account by mail initiated by an application taken over the phone, the internet, electronically, or in person by a Bank representative outside of a branch, then you agree that (i) this Account is deemed opened in the State of Colorado, (ii) all applicable funds are deemed to be deposited into and withdrawn or transferred from the Account located in Colorado, (iii) our agreement to open this Account, and all decisions we make now and in the future concerning or affecting this Account, occur in Colorado. Therefore, the laws and regulation of the State of Colorado shall govern this Agreement and your Account and will remain subject to Colorado laws even if we subsequently open a branch or retail office in your state without regard to Colorado choice of law or conflict of law principles. All applicable preemptions afforded to national banks by the laws and regulations of the United States of America shall always govern this Agreement.

(ii) Claims and Disputes Not Submitted to Arbitration. With respect to all claims and disputes that are not submitted to arbitration pursuant to the Arbitration Agreement (Section 23), **YOU AND WE EXPRESSLY AND IRREVOCABLY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW** and you consent to service of process, personal jurisdiction and venue in the state where your Account was opened and waive the right to claim that it is an inconvenient forum. You acknowledge that we would

not have opened or maintained any Account for you if this waiver of jury trial were not part of the Agreement.

(f) Entire Agreement. The Agreement including any Schedule and any other document we specifically incorporate herein in writing, constitutes the entire agreement between you and us regarding your Account and supersedes any prior oral or written representations, conditions, warranties, understandings, proposals, or agreements regarding your Account.

(g) Monitoring. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. In addition, we may monitor, record, and retain telephone conversations, electronic messages and other data transmissions between you and us at any time and without notice, unless applicable law requires otherwise. We will have no liability for doing or failing to do so.

(h) Illegal Activities. You agree to comply with applicable law, including without limitation economic sanctions and anti-money laundering laws and all regulations issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury. You agree not to use your Account for any illegal activity, including unlawful internet gambling or the purchase of goods or services in violation of the law. We may refuse any gambling transaction, whether lawful or not. We may also refuse any transaction that we reasonably believe may involve illegal or suspicious activity. If we suspect that you or anyone else is using your Account for illegal activities, we may close your Account, put a Hold on your Account and any other Accounts you have with us or both without notifying you in advance, unless otherwise required by applicable law.

(i) Third-Party Beneficiary. Unless otherwise expressly set forth herein, no person will be deemed to be a third-party beneficiary under the Agreement.

(j) Survival. The applicable terms of the Agreement continue in effect after we or you close your Account or after this Agreement is terminated.

(k) Severability. If a court finds any provision of the Agreement invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so

modified, it will be stricken from the Agreement and all other provisions of the Agreement in all other respects will remain valid and enforceable. **Notwithstanding any contrary provision in this Agreement, if a court finds the Class Action Waiver in Section 23(c) below illegal or unenforceable, the agreement to arbitrate will also be unenforceable.**

(l) Waiver. If we fail to exercise any of our rights under the Agreement, that failure will not waive that right or any other right, and we may still enforce our rights in the future.

(m) Conflicts. If the Agreement conflicts with any statements made by one of our employees or agents, the terms of the Agreement will control. To the extent that terms of this Agreement directly conflict with the terms of any other written agreement between you and us relating to any Accounts or services provided by us, the specific terms of such other agreement shall control.

(n) Captions and Headings. Captions, headings, and subheadings used in the Agreement are only for reference purposes and are not intended to limit the meaning or scope of the terms and conditions of the Agreement.

(o) English Language. English shall control the language of the Agreement. We may translate the Agreement, or any documents or materials related to it into another language for the purposes of convenience. However, any discrepancy between English language materials and materials in another language, the English language version prevails and controls unless applicable law provides otherwise.

(p) Fiduciary Relationship. Our relationship to you concerning your Account is that of debtor and creditor. No fiduciary, quasi-fiduciary, or special relationship exists between you and us.

23. Arbitration Agreement.

(a) Disputes Subject to Arbitration. Upon the election of either of us, you and we will resolve any dispute relating in any way to your Account or transactions on the Account or otherwise arising under this Agreement (a "Dispute") by the dispute resolution procedures described herein, including binding arbitration in accordance with the terms of this Section (the "Arbitration Agreement"). A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any

aspect of this Agreement, your Account, any transactions therein, and your deposit relationship with us. A "Dispute" includes any disagreement about whether the terms of this Arbitration Agreement are enforceable or valid, the meaning of this Arbitration Agreement, and whether a claim or disagreement is a Dispute subject to binding arbitration credit obligation. For clarification and without limiting any of the foregoing or following provisions in this Section, the arbitrator shall decide what is subject to arbitration unless prohibited by law and shall have the power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of the arbitration agreement or to the arbitrability of any claim or counterclaim.

(b) How to Resolve a Dispute. If you and we cannot settle a Dispute through informal discussions or negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Consumer Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If you and we cannot resolve a Dispute informally or through mediation, you and we agree to submit to binding arbitration as described herein; provided, however, that any party may require that a Small Claims Court resolve a Dispute if the Dispute and related claims are fully within that jurisdiction. Either may demand arbitration before the initiating the judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, crossclaim, or any answer thereto, or any amendment to any of such pleadings. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

(c) Jury Trial and Class Action Waiver. **YOU UNDERSTAND THAT DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOU AND WE AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION ON A REPRESENTATIVE BASIS WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION AGREEMENT.** No party may join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the public or in a private attorney general capacity.

(d) Governing Rules. Any arbitration proceeding will be: (i) governed by the Federal Arbitration Act (title 9 of the United States Code), notwithstanding any conflict choice of law provision in any of the documents between the parties, and (ii) conducted by the American Arbitration Association ("AAA") in accordance with the AAA's consumer dispute resolution procedures (the "Rules"). You may obtain Rules and forms from the AAA at adr.org or by calling (800) 778-7879 or such other toll-free support phone number posted on the AAA's website. In any arbitration proceeding, discovery will occur in accordance with the Rules. If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. For clarification, the arbitrator shall have the discretion to award fees to a prevailing party if permitted by the Agreement or statute; or a single arbitrator may arbitrate using the AAA rules if the AAA is unavailable or unwilling to conduct the arbitration. The parties will mutually agree upon the location of the Arbitration proceedings, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Dispute. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceedings within 180 days of the filing of the Dispute with the AAA.

(e) No Waiver of Provisional Remedies, Self-Help. This Arbitration Agreement does not limit your or our rights with respect to, and we can each exercise any lawful rights or use other available remedies to do any of the following: (i) preserve or obtain possession of property, (ii) exercise self-help remedies including set-off and repossession rights, or (iii) obtain provisional or ancillary remedies such as injunctive relief, garnishment or attachment; whether before, during, or after the pendency of any arbitration proceeding. This paragraph does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in this paragraph; however, the arbitrator will have no right or power to enjoin or restrain any party.

(f) Conflicts; Survival. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision in the document that is most directly related to the subject matter of the Dispute shall control. This Arbitration Agreement shall survive the closing of the Account and the termination, amendment, or expiration of the Agreement or any relationship between the parties.

BUSINESS DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

CONTACT US

HTLF Bank Division	Phone	Address	Website
Arizona Bank & Trust	877.280.1857	2036 East Camelback Road Phoenix, AZ 85016	ArizBank.com
Bank of Blue Valley	877.280.1862	11935 Riley Street Overland Park, KS 66213	BankBV.com
Citywide Banks	877.280.1859	1800 Larimer Steet, Suite 100 Denver, CO 80202	CitywideBanks.com
Dubuque Bank & Trust	877.280.1851	700 Locust Street, Suite 401 Dubuque, IA 52001	DubuqueBank.com
First Bank & Trust	877.280.1864	9816 Slide Road Lubbock, TX 79424	FirstBankTexas.com
Illinois Bank & Trust	877.280.1853	4571 Guilford Road Rockford, IL 61107	IllinoisBank.com
Minnesota Bank & Trust	877.280.1860	7701 France Avenue South, Suite 110 Edina, MN 55435	MNBankandTrust.com
New Mexico Bank & Trust	877.280.1856	320 Gold Ave SW Suite 100 Albuquerque, NM 87102	NMB-T.com
Premier Valley Bank	877.280.1863	255 East River Park Circle, Suite 180 Fresno, CA 93720	PremierValleyBank.com
Wisconsin Bank & Trust	877.280.1855	119 Junction Road Madison, WI 53717	WisconsinBankandTrust.com

Commercial Banking Services Recommendation

Jennifer Larson
Chief Financial Officer

BACKGROUND

- 2007: Awarded to DB&T
- Reassess Banking Options
 - Fees and Interest
 - Account Structures
 - Online Platform Capabilities
 - Customer Support Options





TIMELINE

8/6/24: RFP Released

9/3/24: Proposals Due

10/1-10/3/24: Interviews

10/10/24: Committee Evaluation

11/04/24: City Council Award



Wel
ROBERT L. MARTIN
TERMINAL

RFP COMMITTEE

- Jennifer Larson, Chief Financial Officer
- Brian DeMoss, Finance Manager
- Keith Strey, Finance Project Manager
- Joe Pregler, Chief Security Officer
- Kate Weidemann, Finance Accountant



AVAILABILITY & QUALITY OF SERVICE

- Ability to meet current and projected service requirements
- Capacity to provide wide range of online services
- Experience of assigned staff
- Quality of references

Criteria	DB&T	Green State CU	Capra Bank
Availability & Quality of Service (35%)	35 Points	33 Points	33 Points
Branch Locations	4	1	1
After Hours Customer Service	Yes	No	No

COST

- Cost per identified activity and aggregate service costs
- Interest Rate/Effective Interest Rate
- Net Revenue: Interest Less Fees

Criteria	DB&T	Green State CU	Capra Bank
Cost(25%)	25 Points	22 Points	20 Points
Cost	\$0 – Waived	\$113,607.59	72,888.95
Interest Rate*	13-Week T-Bill plus 5 bps 4.57%	Fed Funds less 50 bps 4.63%	Fed Funds rate less 75 bps 4.38%
Effective Interest Rate	4.57%	4.63%	4.26%
Effective Int Above Current	\$747,427.44	\$757,803.74	\$693,817.16
Net Revenue: Interest Less Fees	\$747,427.44	\$644,196.15	\$620,928.21

* September 2024 Fed Funds Rate

TECHNOLOGY/ INNOVATION

- Addressed required items in section 6 of RFP
- Conversion/implementation plan

Criteria	DB&T	Green State CU	Capra Bank
Technology/Innovation (20%)	19 Points	17 Points	17 Points
Online Data	3 years	18 months	18 months
Vendor Account Change Verification	Yes	No	No

FINANCIAL STRENGTH/ STABILITY

- Efficiency, Common Equity Tier 1 Capital, Net Charge-Off, Net Interest Margin, and Return on Assets Ratios

Criteria	DB&T	Green State CU	Capra Bank
Financial Strength/Stability (15%)	13 Points	12 Points	13 Points
Efficiency Ratio	59.06%	56.59%	81.61%
Common Equity Tier 1 Capital	10.97%	8.35%	32.50%
Net Charge-Off Ratio	0.81%	1.31%	0%
Net Interest Margin	3.29%	1.76%	4.26%
Return on Assets Ratio	0.40%	0.17%	0.39%

COMPLETENESS & CONCISENESS OF RESPONSE (5%)

- Addressed all items in RFP

Criteria	DB&T	Green State CU	Capra Bank
Addressed all items in RFP(5%)	4 Points	5 Points	5 Points

TOTAL

Criteria	DB&T	Green State CU	Capra Bank
Total Points	96 Points	89 Points	88 Points

TOP 3 COMPARISON

Institution	Fees	Interest*	Net Interest
DB&T	\$0	\$747,427	\$747,427
Green State	\$113,608	\$693,817	\$644,196
Capra	\$72,889	\$757,804	\$620,928

*As computed using an average annual balance of \$17,293,835 in the General Checking

DB&T RECOMMENDED

- All existing account fees waived
- 13-Week T-Bill plus five basis points
- Waived FDIC insurance assessment
- Waived deposit ticket fees
- 3-Year online transaction history
- Proactive fraud alerts
- Accessibility: 4 Branch locations
- Customer Service 8 a.m. – 7 p.m.





ACTION REQUESTED

- Award five-year banking services agreement to DB&T
 - Waived fees
 - High interest revenue
 - Robust online banking
 - Proactive fraud prevention
 - Exceptional customer service
 - Multiple branch locations

THANK YOU



Jenny Larson (she/her/hers)

Chief Financial Officer | City of Dubuque

City Hall | 50 W. 13th St., Dubuque, IA, 52001

O: 563.589.4322 (M-Th 7:15am - 5pm & Fri. 7:15am- noon)

Finance & Utility Billing Hours: Monday – Thursday 7 am – 5 pm and Friday 7am – 1 pm

A large, white, cylindrical water tower with a blue band around its middle. The word 'DUBUQUE' is written in large, blue, serif capital letters across the band. The tower is situated on a hill with green trees and a clear sky in the background. The top of the tower has a metal structure with a ladder and some equipment.

DUBUQUE



THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

Commercial Banking Services Recommendation

Jennifer Larson
Chief Financial Officer

BACKGROUND

- 2007: Awarded to DB&T
- Reassess Banking Options
 - Fees and Interest
 - Account Structures
 - Online Platform Capabilities
 - Customer Support Options





TIMELINE

8/6/24: RFP Released

9/3/24: Proposals Due

10/1-10/3/24: Interviews

10/10/24: Committee Evaluation

11/04/24: City Council Award



Wel
T. ROBERT L. MARTIN
TERMINAL

RFP COMMITTEE

- Jennifer Larson, Chief Financial Officer
- Brian DeMoss, Finance Manager
- Keith Strey, Finance Project Manager
- Joe Pregler, Chief Security Officer
- Kate Weidemann, Finance Accountant



AVAILABILITY & QUALITY OF SERVICE

- Ability to meet current and projected service requirements
- Capacity to provide wide range of online services
- Experience of assigned staff
- Quality of references

Criteria	DB&T	Green State CU	Capra Bank
Availability & Quality of Service (35%)	35 Points	33 Points	33 Points
Branch Locations	4	1	1
After Hours Customer Service	Yes	No	No

COST

- Cost per identified activity and aggregate service costs
- Interest Rate/Effective Interest Rate
- Net Revenue: Interest Less Fees

Criteria	DB&T	Green State CU	Capra Bank
Cost(25%)	25 Points	22 Points	20 Points
Cost	\$0 – Waived	\$113,607.59	72,888.95
Interest Rate*	13-Week T-Bill plus 5 bps 4.57%	Fed Funds less 50 bps 4.63%	Fed Funds rate less 75 bps 4.38%
Effective Interest Rate	4.57%	4.63%	4.26%
Effective Int Above Current	\$747,427.44	\$757,803.74	\$693,817.16
Net Revenue: Interest Less Fees	\$747,427.44	\$644,196.15	\$620,928.21

* September 2024 Fed Funds Rate

TECHNOLOGY/ INNOVATION

- Addressed required items in section 6 of RFP
- Conversion/implementation plan

Criteria	DB&T	Green State CU	Capra Bank
Technology/Innovation (20%)	19 Points	17 Points	17 Points
Online Data	3 years	18 months	18 months
Vendor Account Change Verification	Yes	No	No

FINANCIAL STRENGTH/ STABILITY

- Efficiency, Common Equity Tier 1 Capital, Net Charge-Off, Net Interest Margin, and Return on Assets Ratios

Criteria	DB&T	Green State CU	Capra Bank
Financial Strength/Stability (15%)	13 Points	12 Points	13 Points
Efficiency Ratio	59.06%	56.59%	81.61%
Common Equity Tier 1 Capital	10.97%	8.35%	32.50%
Net Charge-Off Ratio	0.81%	1.31%	0%
Net Interest Margin	3.29%	1.76%	4.26%
Return on Assets Ratio	0.40%	0.17%	0.39%

COMPLETENESS & CONCISENESS OF RESPONSE (5%)

- Addressed all items in RFP

Criteria	DB&T	Green State CU	Capra Bank
Addressed all items in RFP(5%)	4 Points	5 Points	5 Points

TOTAL

Criteria	DB&T	Green State CU	Capra Bank
Total Points	96 Points	89 Points	88 Points

TOP 3 COMPARISON

Institution	Fees	Interest*	Net Interest
DB&T	\$0	\$747,427	\$747,427
Green State	\$113,608	\$693,817	\$644,196
Capra	\$72,889	\$757,804	\$620,928

*As computed using an average annual balance of \$17,293,835 in the General Checking

DB&T RECOMMENDED

- All existing account fees waived
- 13-Week T-Bill plus five basis points
- Waived FDIC insurance assessment
- Waived deposit ticket fees
- 3-Year online transaction history
- Proactive fraud alerts
- Accessibility: 4 Branch locations
- Customer Service 8 a.m. – 7 p.m.





ACTION REQUESTED

- Award five-year banking services agreement to DB&T
 - Waived fees
 - High interest revenue
 - Robust online banking
 - Proactive fraud prevention
 - Exceptional customer service
 - Multiple branch locations

THANK YOU



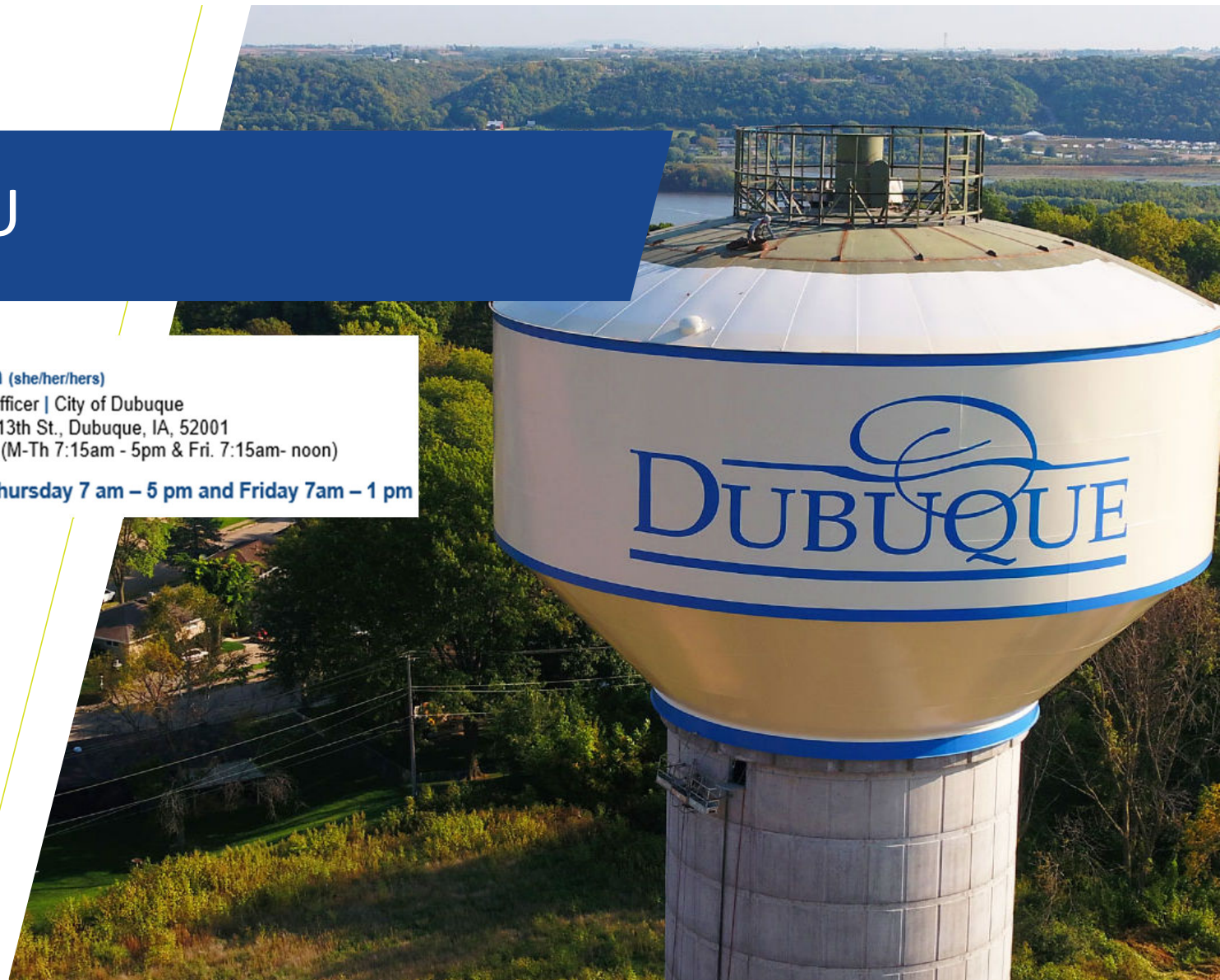
Jenny Larson (she/her/hers)

Chief Financial Officer | City of Dubuque

City Hall | 50 W. 13th St., Dubuque, IA, 52001

O: 563.589.4322 (M-Th 7:15am - 5pm & Fri. 7:15am- noon)

Finance & Utility Billing Hours: Monday – Thursday 7 am – 5 pm and Friday 7am – 1 pm



**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE:	Proposed Modification to the Downtown Rehabilitation Program Awards
SUMMARY:	City Manager recommending City Council approval of a proposed modification to the Downtown Rehabilitation Program awards to blend the Façade, Planning & Design, and Financial Consultant Grants to create one, \$35,000 Rehabilitation Grant. RESOLUTION Authorizing The City Manager To Amend The City Of Dubuque Downtown Rehabilitation Grant Award Program
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Resolution of Approval

TO: The Honorable Mayor and City Council Members

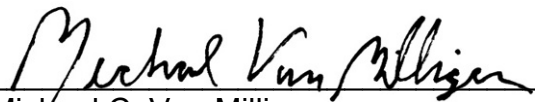
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proposed Modification to the Downtown Rehabilitation Program Awards

DATE: October 30, 2024

Assistant Economic Development Director Ian Hatch is recommending City Council approval of a proposed modification to the Downtown Rehabilitation Program awards to blend the Façade, Planning & Design, and Financial Consultant Grants to create one, \$35,000 Rehabilitation Grant. Increased accessibility to these grant dollars will support the City Council priority of revitalizing the Central Avenue Corridor as well as furthering the goal of making Dubuque an equitable community of choice.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Ian C. Hatch, Assistant Economic Development Director

SUBJECT: Proposed Modification to the Downtown Rehabilitation Program Awards

DATE: October 22, 2024

INTRODUCTION

This memorandum presents for your review and approval a proposed modification to the Downtown Rehabilitation Program awards, commonly referred to as the Façade Grant Program.

BACKGROUND

The Façade Grant Program contains three separate grants, the Façade Grant, the Planning & Design Grant, and the Financial Consultant Grant. Since 2007, the City Council has awarded at least one of these grants to 72 different projects, contributing to the dramatic revitalization of previously blighted neighborhoods such as the Millwork District, and Lower Main.

The Façade Grant is a matching (1:1) grant not to exceed Ten Thousand Dollars (\$10,000) to reimburse developers for documented costs that improve the overall appearance of the property, generally materials and labor.

The Planning & Design Grant is a matching (1:1) grant not to exceed Ten Thousand Dollars (\$10,000) to reimburse developers for documented predevelopment costs, such as design, architectural, and engineering fees associated with the rehabilitation of the property.

The Financial Consultant Grant is a matching (1:1) grant not to exceed Fifteen Thousand Dollars (\$15,000) to reimburse developers for documented costs related to hiring a financial consultant to evaluate the Project's feasibility. Fees associated with tax credit applications are considered reimbursable costs under this grant.

Historically, only larger-scale developers and firms have been able to fully utilize the Planning & Design Grant and the Financial Consultant Grant. Many of the costs associated with these grants are incurred while pursuing state and federal historic tax credits. Additionally, as these grants are paid once the project is complete, a developer must be able to shoulder the burden of these costs until after project completion – a further deterrent for many smaller, up-and-coming developers.

Of the 72 projects that have received grant funding from this program, only 36 projects applied for the \$15,000 Financial Consultant Grant, of which roughly 15 received the full grant award amount. The work completed on those 15 projects was largely completed by the same four developers either as the developer for the project or as the firm hired to perform the work (additional developers have used the funds, but as one-off projects. There are four developers actively tapping into these funds on a regular basis). While the tremendous work of these four developers should not be overlooked, it would appear that from an equity standpoint, only a select few are able to fully utilize the rehabilitation grant dollars awarded by the City Council.

On October 17th, City staff met with various developers and business owners located along the Central Avenue Corridor. A common message communicated from each and every property owner was that the cost of façade rehabilitation has far outgrown the \$10,000 façade grant. City staff additionally learned that free storefront designs are available through a Main Street Iowa program, nullifying or at least limiting the usage of the Planning and Design Grant for many that would seek to utilize these services.

ALTERNATIVES

An alternative means for administering these funds would be to blend the individual grants and create one \$35,000 Rehabilitation Grant. All previous eligibility requirements would remain in place. However, if developers have no financial consultant costs but elevated façade material costs, they could apply those previously restricted financial consultant grant dollars toward their façade improvements. Similarly, if the project design costs do not reach the maximum amount allowed under the current grant system, the remaining funding could be applied toward eligible façade costs.

DISCUSSION

Removing the monetary barriers between the Façade, Design, and Financial Consultant Grants, and creating one, \$35,000 Rehabilitation Grant would make the funding more adaptable and therefore more accessible to projects of differing sizes. Projects put forth by smaller scale developers and business owners would not need to pursue state and federal tax credits to fully utilize the available funding. This modification would have the largest impact on the Central Avenue Corridor – a top priority for City Council. The properties

located along this iconic street are smaller in size with fewer residential spaces above the first-floor commercial, offering more modest returns on investment for developers.

All work impacting the exterior of the building would still be required to be reviewed and approved by the Planning Services Department. Thus, blending these grants would not reduce the quality of façade work being undertaken and could arguably increase the quality of work as a larger grant might lead to increased buy in from developers.

BUDGET IMPACT

This modification would not impact the funding requests in the 5-year CIP.

RECOMMENDATION

I recommend modifying the Downtown Rehabilitation Program awards to blend the Façade, Planning & Design, and Financial Consultant Grants to create one, \$35,000 Rehabilitation Grant. Increased accessibility to these grant dollars will support the City Council priority of revitalizing the Central Avenue Corridor as well as furthering the goal of making Dubuque an equitable community of choice.

RESOLUTION NO. ____-24

AUTHORIZING THE CITY MANAGER TO AMEND THE CITY OF DUBUQUE DOWNTOWN REHABILITATION GRANT AWARD PROGRAM

Whereas, the City Council of the City of Dubuque, Iowa has created a Downtown Rehabilitation Grant Program (the Program) for purpose of stimulating reinvestment in the Greater Downtown Urban Renewal Area; and

Whereas, the Program provides for incentives which have assisted in the rehabilitation of seventy-two properties since its inception; and

Whereas, City Council has determined that amending the guidelines for the Program will encourage additional redevelopment efforts within the Greater Downtown Urban Renewal Area; and

Whereas, the City Council has determined that the City Manager should be granted the authority to amend the Program to modify the guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The City Manager is authorized to amend the guidelines for the Downtown Rehabilitation Grant Program as needed to accommodate projects in a flexible manner.

Passed, approved, and adopted this 4th day of November 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE:	Resolution Authorizing the Submission of an Iowa Economic Development Authority Business Financial Assistance Application by Universal Tank & Fabrication Inc.
SUMMARY:	City Manager recommending City Council adopt the attached resolution approving the Economic Development Assistance Application on behalf of Universal Tank & Fabrication, Inc. for the proposed investment of approximately \$4,925,000 for the expansion of its operations in Dubuque. RESOLUTION Authorizing The Filing Of An Application With The Iowa Economic Development Authority For Business Financial Assistance On Behalf Of Universal Tank & Fabrication, Inc.
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. Staff Memorandum
3. High Quality Jobs Application
4. Attachment A1 Project Plan
5. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Authorizing the Submission of an Iowa Economic Development Authority Business Financial Assistance Application by Universal Tank & Fabrication Inc.

DATE: October 31, 2024

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution approving the Economic Development Assistance Application on behalf of Universal Tank & Fabrication, Inc. for the proposed investment of approximately \$4,925,000 for the expansion of its operations in Dubuque. The proposed project would create a minimum of 10 new full-time jobs, in keeping with the City incentive policy, and promote the City's goal of creating a robust local economy with diverse businesses and jobs and economic prosperity.

Universal Tank Fabrication, Inc. (UTF) is submitting an application to the State of Iowa for investment tax credits of \$154,600, a sales tax refund of \$120,000, and job training funds estimated at \$150,000. The City Council has emphasized business growth and retention as one of its goals and priorities for the future of Dubuque. Supporting the UTF application will strengthen its ability to obtain financial assistance as UTF continues to expand and hire within the City of Dubuque and the State of Iowa.

The required local match is anticipated to be tax increment financing from a proposed development agreement.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director



Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: **Resolution Authorizing the Submission of an Iowa Economic Development Authority Business Financial Assistance Application by Universal Tank & Fabrication Inc.**

DATE: October 29, 2024

INTRODUCTION

This memorandum presents for City Council review and approval a resolution authorizing the submission of a Business Financial Assistance Application by Universal Tank & Fabrication Inc. to the Iowa Economic Development Authority (IEDA).

BACKGROUND

Universal Tank & Fabrication, Inc (UTF), a Delaware corporation with its principal place of business in Dubuque, manufactures pressure vessels, tanks and related fabrications for a broad customer base extending across North America. Their products are used in various markets that include Water (municipal, waste and industrial segments), Air, Energy (biofuels), Pharmaceutical, and an extensive "Other" category for custom, one-off projects. Here is a small list of the types of products manufactured:

- autoclaves for retreading tires manufactured for one of the largest tire companies in the world
- water filtration vessels that clean radium from drinking water
- process skids for mixing the newest types of asphalt for some of the largest energy companies in the world
- vessels that capture landfill gases and recycle them into usable energy products
- vacuum trucks used for municipal and industrial applications

Most of what they build isn't considered production or repeatable, rather project specific requiring a dynamic and skilled workforce.

DISCUSSION

Subject to State of Iowa and City of Dubuque approval, UTF is looking to increase its manufacturing throughput by constructing an approximately 28,000 square foot building specifically designed for blasting/painting and assembling products. Currently, all these operations are being performed in the same space as fabrication which leads to inefficiencies and bottlenecks. State of the art equipment will allow for faster turnarounds with higher quality, and the additional space will increase throughput. Pressure vessels and tanks will remain the primary focus; however, the increased capacity will allow UTF to explore new fabrication markets. Currently, the building construction was bid with a Guaranteed Maximum Price (GMP) of \$4,925,000.

UTF is submitting an application to the State of Iowa for investment tax credits of \$154,600, a sales tax refund of \$120,000, and job training funds estimated at \$150,000. The City Council has emphasized business growth and retention as one of its goals and priorities for the future of Dubuque. Supporting the UTF application will strengthen its ability to obtain financial assistance as UTF continues to expand and hire within the City of Dubuque and the State of Iowa.

The required local match is anticipated to be tax increment financing from a proposed development agreement.

RECOMMENDATION/ ACTION STEP

I recommend that the City Council adopt the attached resolution approving the Economic Development Assistance Application on behalf of Universal Tank & Fabrication, Inc. for the proposed investment of approximately \$4,925,000 for the expansion of its operations in Dubuque. The proposed project would create a minimum of 10 new full-time jobs, in keeping with the City incentive policy, and promote the City's goal of creating a robust local economy with diverse businesses and jobs and economic prosperity.



Debi V. Durham, Executive Director
Iowa Economic Development Authority

Business Financial Assistance Application

Business Finance - Business Development Division
Iowa Economic Development Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315
iowaeda.com
Email: businessfinance@iowaeda.com

Application Instructions

To Complete Electronic Form: Click on TEXT BOX to add text. Double click on YES/NO boxes and select "Checked".

1. All applicants must complete the Business Financial Assistance Application, and attach only those additional sections for the components to which the applicant is applying.

STATE of IOWA – Financial Assistance Program

High Quality Jobs Program (HQJ)

☒ Tax Credits

☐ Direct Financial Assistance

2. Before filling out this application form, please read all applicable sections of the Iowa Code and Iowa Administrative Code (rules). <https://www.legis.iowa.gov/law/administrativeRules>
3. Only typed or computer-generated applications will be accepted and reviewed. Any material changes to the format, questions or wording of questions presented in this application will render the application invalid, and it will not be accepted.
4. Complete the applicable sections of the application fully. If questions are left unanswered or required attachments not submitted, an explanation must be included.
5. Use clear and concise language. Attachments should only be used when requested or as supporting documentation.
6. Any inaccurate information of a significant nature may disqualify the application from consideration.
7. The following must be submitted to Business Finance at Iowa Economic Development Authority (IEDA) to initiate the review process:
 - One signed application form and all required attachments submitted electronically to the project manager.

Facsimile copies will not be accepted.

Applications must be submitted to IEDA Business Finance before 4:00 p.m. on the fourth Monday of the month.

Applications will be reviewed by the IEDA Board on the third Friday of the following month.

Public Records Policies

During the application process, the information submitted to IEDA is exempt from disclosure under the “industrial prospects” exemption found in Section 22.7(8). However, once an award is received, the industrial prospects exemption no longer applies and *all documents submitted and generated during the application and negotiation process become public records* under Iowa’s Open Records Law ([Iowa Code, Chapter 22](#)), unless:

- 1) The information belongs to one of the classes of records automatically treated as confidential; or
- 2) You have applied for and received written notice that the information will be treated as confidential.

Automatically Confidential Records

IEDA automatically treats the following records as confidential and will withhold them from public inspection even without a request for confidential treatment:

- Tax Records and Tax Liability Information
- *Quarterly Iowa Employer’s Contribution and Payroll Report* prepared for the Iowa Workforce Development Department
- Payroll Registers
- Business Financial Statements and Projections (unless those statements are already publicly available elsewhere, e.g., 10-K filings)
- Personal Financial Statements

Exemptions to the Open Records Law

To have additional information treated as confidential, you must fill out the confidential treatment request form. This form is available by request. Under the Open Records Law, IEDA may lawfully treat certain information as confidential if that information falls within an exemption to the Open Records Law. The following exemptions represent records which may lawfully be treated as confidential under the Open Records law and which are most often applicable to the information submitted to IEDA:

- Release of information would give an unfair advantage to competitors – Iowa Code Sec. 15.118
- Trade secrets – See Iowa Code section 22.7(3), see also Iowa Code Ch. 550
- Information on an industrial prospect with which the IEDA is currently negotiating – See Iowa Code section 22.7(8)
- Communications not required by law, rule or regulation made to IEDA by persons outside the government to the extent that IEDA could reasonably believe that those persons would be discouraged from making them to IEDA if they were made available for general public examination – Iowa Code section 22.7(18)

Non-Confidential Information

Information submitted to IEDA as part of the application process or that is contained in a contract for program benefits is generally considered material to the eligibility requirements of the program or to the amount of incentives or assistance to be provided. Such information is generally not given confidential treatment. Such information includes, but is not limited to, the number and type of jobs incented, the wage levels for the incented jobs, the company’s employee benefit information and the project budget.

Additional Information Available. Copies of [Iowa’s Open Record law](#) and IEDA’s [administrative rules](#) relating to public records are available from the IEDA upon request.

SECTION A**Applicant Information****Date Application Submitted:**

1. **Name of Business:** Universal Tank & Fabrication Inc.
2. **Entity Name(s) for contracting** (please include all that are involved in proposed project): **Universal Tank & Fabrication Inc.**
3. **Address:** 8025 Chavenelle Rd
4. **City, State and Zip Code:** Dubuque, IA 52002
5. **Contact Person:** Dan Davis **Title:** President
6. **Phone:** **Fax:** **Email:**
7. **FEIN:**
8. **Please indicate your tax period end date: 12/31/2023**
9. **NAICS Code for primary business operations:**
10. **US DOT Number:**
11. **Does the Business file a consolidated tax return under a different tax ID number?**
☐ Yes (If yes, please also provide the tax ID number) ☒ No
a. **Is the contact person listed above authorized to obligate the Business?**
☒ Yes ☐ No If no, please provide the name and title of a company officer authorized to obligate the Business:
12. **If the application was prepared by someone other than the contact person listed above, please complete the following:**
Name of Business:
Address:
City, State and Zip Code:
Contact Person: Title:
Phone: Fax: Email:

Sponsor Information (A sponsor organization is a city or county)

13. **Sponsor Organization:** City of Dubuque
14. **Official Contact (e.g. Mayor, Chairperson, etc.):** Brad Cavanagh **Title:** Mayor
15. **Address:** 50 W 13th Street
16. **City, State & Zip Code:** Dubuque, IA 52001
17. **Phone:** (563) 589-4100 **Fax:** (563) 589-0890 **Email:**
18. **If IEDA needs to contact the sponsor organization with questions, should we contact the person listed above?**
☐ Yes ☒ No, please contact the following person:
Name: Jill Connors Title: Economic Development Director
Address: 50 W 13th Street
City, State and Zip Code: Dubuque, IA 52001
Phone: (563) 564-5686 Fax: Email: jilconno@cityofdubuque.org

If necessary, please list information on additional sponsors in an attachment.

SECTION B

Business Information

1. **Provide a brief description and history of the Business. Include information about the Business' products or services and its markets and/or customers.**

Founded in 2007, UTF manufactures/welds tanks, vessels, and weldments. We also have plasma cutting, shot blasting, and painting capabilities.

2. **Business Structure:**

☐ Cooperative ☒ Corporation ☐ Limited Liability Company
☐ Partnership ☐ S-Corporation ☐ Sole Proprietorship

3. State of Incorporation: Delaware

4. Identify the Business' owners and percent ownership: AAVIN = 94%, Daniel Davis = 6%

5. Does a woman, minority, or person with a disability own the Business? ☐ Yes ☒ No

6. List the Business' Iowa locations and the most current number of employees at each location. Dubuque, Iowa – current number of employees = 41

7. What is the Business' worldwide employment? (Please include employees of parent company, subsidiaries and other affiliated entities in this figure.) None

Project Information

8. **Project Street Address:** 8025 Chavenelle Rd

Project City and Zip Code: Dubuque, 52002

Project County: Dubuque

9. **Type of Business Project:**

☐ Startup ☒ Expansion of Iowa Company ☐ New Location in Iowa

10. **Does the project site qualify as a "Brownfield" or "Grayfield" site?** ☐ Yes ☒ No

If yes, please explain and document as Attachment A6.

11. **Does the project provide a licensed child care facility for use by the business's employees?** ☐ Yes ☒ No

No

If yes, please explain

12. **Describe the proposed project for which assistance is being sought. (Include project timeline with dates, facility size, infrastructure improvements, proposed products/services, any new markets, etc.)**

UTF is looking to increase its manufacturing throughput by adding a ~ 28,000 sq ft building specifically designed for blasting/painting and assembling products. Currently, all these operations are being performed in the same space as fabrication which leads to inefficiencies and bottlenecks. State of the Art equipment will allow for faster turnarounds with higher quality and the additional space will increase throughput. Pressure vessels and tanks will remain the primary focus; however the increased capacity will allow us to explore new fabrication markets. Our projected timeline is below. Currently, the building construction was bid with a Guaranteed Maximum Price (GMP) of \$4,925,000.

- 13.

Project Timeline (add additional rows as needed)	Beginning Activity Date	Activity Completion Date
Grading/Foundation/Floor	3/24/25	6/13/25
Concrete/Asphalt Paving	5/19/25	8/22/25
Install building	6/16/2025	11/28/25
Install Cranes and Booths	10/27/25	12/19/25
Completion		1/14/26

14. **Has any part of the project started*?** ☐ Yes ☒ No

If yes, please explain.

* For IEDA's purposes, starting the project includes: the start of construction or rehabilitation, the purchase of a building, execution of a lease, or installation of equipment to be used in the project.

15. **Identify the Business' competitors.** If any of these competitors have Iowa locations, please explain the nature of the competition (e.g. competitive business segment, estimated market share, etc.) and explain what impact the proposed project may have on the Iowa competitor. Manchester Tank (locations in Illinois, Kentucky, Tennessee), Quick Tanks (located in Indiana), Samuel Pressure Vessel Group (locations in Wisconsin, Virginia, Arizona).

While most of our competitors are not from within Iowa, having the ability to improve throughput and gain efficiencies will bring more work into Iowa while creating more job opportunities.

16. **Will any of the current Iowa employees lose their jobs if this project does not proceed?**

☐ Yes ☒ No

If yes, please explain why and identify those jobs as "retained jobs" in the Project Jobs Section E.

17. **Is the Business actively considering locations outside of Iowa?** ☐ Yes ☒ No

If yes, where and what assistance is being offered?

18. **Please identify the company project management for the project location and experience.**

Dan Davis
Universal Tank & Fabrication Inc.
8025 Chavenelle Rd
Dubuque, IA 52002
24 years' experience building pressure vessels with the different ownerships since 2000

Gronen
Schmid Innovation Center
900 Jackson St, Suite LL2
Dubuque, IA 52001
Local developer that has extensive knowledge in the erection of facilities such as the proposed.

Origin Design
137 Main Street, Suite 100
Dubuque, IA 52001
Local engineering firm that has extensive knowledge in designing facilities such as the proposed.

SECTION C

Applicant's Project Budget

1. Does the Business plan to lease the facility? ☒ Yes ☐ No
If yes, please provide the Annual Base Rent Payment (lease payment minus property taxes, insurance and operating/maintenance expenses) for three years in the budget below, and only major renovation costs your company expects to incur. Administrative rules require the lease be in place for a minimum of five years.
2. Please complete the budget below. Include only costs the company plans to incur directly:

Use of Funds	Cost	Source A	Source B	Source C	Source D	Source E	Source F
Base Rent (3 years)	1,080,000			1,080,000			
Tenant Improvements							
Land Acquisition							
Site Preparation							
Building Acquisition							
Building Construction							
Building Remodeling							
Mfg. Machinery & Equip.	2,775,000			2,775,000			
Other Machinery & Equip.	190,000			190,000			
Racking, Shelving, etc. ¹							
Computer Hardware	10,000			10,000			
Computer Software							
Furniture & Fixtures	10,000			10,000			
Working Capital							
Research & Development							
Other							
TOTAL	\$4,065,000	\$	\$	\$4,065,000	\$	\$	\$

¹ Racking, shelving and conveyor equipment used in distribution center projects only

3. Please complete the chart below with proposed financing for the project (tax benefits should be reflected as indirect financing under No. 5 below):

PROPOSED FINANCING					
Source of Funds	Amount	Form of Funds	Rate and Term	Commitment Status	Conditions/Additional Information
Add additional lines as needed		(Loan, Grant, In-Kind, Donation, etc.)			Include when funds will be disbursed; If loan, whether payments are a level term, balloon, etc.
Source A: IEDA (see No. 4 below)	\$				
Source B: Local Government	\$				
Source C: Business	\$4,065,000				
Source D: Other Source	\$				
Source E: Other Source	\$				
Source F: Other Source	\$				
TOTAL	\$				

4. Direct financial assistance (loans/forgivable loans) must be secured with acceptable collateral. Please select the type of collateral your company will pledge to secure the IEDA financing and document its value in Attachment A5. *

No collateral, funding disbursed at the end of the 5-year contract	☐	Explain: N/A
Irrevocable letter of credit	☐	
Dedicated certificate of deposit (CD)	☐	

* The IEDA Board has the final discretion on what collateral will be accepted.

5. Please complete the chart below with tax credits and other indirect financing expected for the project:

TAX CREDITS AND INDIRECT FINANCING		
Source of Funds	Amount	Description
Investment Tax Credit	154,600	
Sales, Service and Use Tax Refund	120,000	
Research Activities Credit (3%/10%)		
Local Property Tax Exemption		
Tax Increment Financing	696,000	
260E Job Training Funds*	150,000	Northeast Iowa Community College
In-kind Contribution		
Other		
TOTAL	\$1,120,600	

*260E Job Training Funds – This application does not commit the 260E funds. Training funds require a separate application and agreement between company and its local community college.

[Community College Workforce Training Contacts](#)

6. There are three justifiable reasons for providing assistance. Check the box next to the reason why assistance is **needed** to complete this project.

- ☒ **Financing Gap** - A gap exists between the financing required and the financing on-hand, and the provision of tax incentives or assistance is necessary to fill the gap.
- ☐ **Rate of Return Gap** –The likely returns of the project are inadequate to motivate a company decision maker to proceed with the project even if sufficient debt or equity can be raised to finance the project, and the project's risks outweigh its rewards, making the provision of tax incentives or assistance necessary to reduce the project's risks.
- ☐ **Location Disadvantage (Incentive)** –The business is deciding between a site in Iowa ("Iowa site") and a site in another state ("out-of-state site") for its project, and the cost of completing the project at the out-of-state site is demonstrably lower, making tax incentives or assistance necessary to equalize the cost differential between the two sites. *Note: The authority will attempt to quantify the cost differential between the sites.*

7. Please provide a brief explanation of the need for assistance.

Projects such as this one are very expensive and bear a heavy burden on the business. The incentives listed will allow us to move forward with this project whereas otherwise the business/ownership group may not support the expansion.

SECTION D

Employee Benefits

There are three options to meeting the sufficient benefit requirement. These options are detailed in the chart below. Please complete questions 1-3. If your company meets Option 1 or 2, no additional information is required. To utilize Option 3, please also complete questions 4-6.

	Option 1	Option 2	Option 3
	70% single Coverage	60% Family coverage	Monetary Equivalent
Total Number of Employees in US	Pay 70% of premium costs for a standard medical plan, single coverage.	Pay 60% of premium costs for a standard medical plan, family coverage.	Provide medical and pay the monetary equivalent of Option 1 or Option 2 in supplemental employee benefits.
201+	\$1700 maximum deductible	\$3750 maximum deductible	<u>Benefits Counted Toward Monetary Equivalent:</u> medical coverage, dental coverage, vision insurance, life insurance, pension, 401(k) (company's average contribution, short-/long-term disability insurance, child care services, other non-wage compensation
50-200	\$2500 maximum deductible	\$5250 maximum deductible	
0-49	\$3000 maximum deductible	\$6000 Maximum deductible	
* In addition, the IEDA will assess the affordability of plans qualified under the deductible and premium percentage paid by the employer criteria. Plans not offered at a reasonable cost to employees will be deemed not qualified, and the business is not eligible for benefits under the High Quality Jobs Program.			

1. How many full-time, permanent employees does your company currently employ within the U.S.? 41

2. What is the total premium cost for a standard medical plan for **single employee coverage**? \$8,226.84
 a. What portion of this cost is paid by the business? 65%
 b. What is the deductible associated with this plan? \$1,000.00
3. What is the total premium cost for a standard medical plan for **family coverage**? \$24,268.80
 a. What portion of this cost is paid by the business? 65%
 b. What is the deductible associated with this plan? \$2,000.00

No additional information required in this section, if the company meets the requirement for Option 1 or Option 2

4. Does the company provide additional benefits to full-time employees? ☒ Yes ☐ No
 If yes, please provide the annual amount **offered by the business, per employee** in the chart below:

Benefit	Annual amount paid by the business (per employee):
Dental Insurance – Single plan	\$
Dental Insurance – Family plan	\$
Pension (<i>Use 3-year average calculated below</i>)	\$
Retirement Plan - i.e. 401(k) (<i>Use 3-year average calculated below</i>)	\$
Profit Sharing Plan (<i>Use 3-year average calculated below</i>)	\$
Childcare Services	\$
Life Insurance coverage	\$
Disability Insurance coverage	\$
Health Savings Account (HSA) contribution	\$
TOTAL	\$

5. Does the Business offer a pension plan, 401(k) plan, and/or retirement-plan? ☒ Yes ☐ No
 If yes, please indicate the amount contributed on a per employee basis by the Business to the plan for the last three years. For 401(k) plans, please provide information on the company match and indicate the average annual match per employee.

Year Ending	Average Actual Match per Employee (\$)
	\$
	\$
	\$
Three-year Average:	\$

6. Does the Business offer a profit-sharing plan? ☐ Yes ☒ No
 If yes, please indicate total amount paid out each year for the past three years, and then determine the average annual bonus or contribution per employee for that three-year period.

Year Ending	Average Actual Share per Employee (\$)
	\$
	\$
	\$
Three-year Average:	\$

Notes:

1. A qualified plan must be offered to all full-time permanent employees.
2. If you have multiple health insurance plans, please provide information on each plan.

SECTION E

Project Jobs

1. List the jobs to be created and/or retained as the result of this project. (A retained job is an existing job that would be eliminated or moved to another state if the project does not proceed in Iowa.) For jobs to be created, include the starting and final hourly base wage rate. Overtime, bonus or other benefits should not be included in the proposed wage. For retained jobs, include the current hourly wage rate.

Full-Time CREATED Jobs	<i>(Add additional rows as needed)</i>		
Job Title	Number of CREATED Jobs	Starting Hourly Wage	Wage at 36 months following the award
Facility Supervisor	1	30.00	34.50
Quality Inspector	1	28.00	32.25
Maintenance	1	30.00	34.50
Shipping/Receiving	1	28.00	32.25
Processing Manager	1	31.00	35.60
Welders	7	25.00	29.00
Blaster	1	24.25	29.00
Painters	2	24.50	29.00
Total Full-Time CREATED Jobs			

Full-Time RETAINED Jobs	<i>(Add additional rows as needed)</i>	
Job Title (AT-RISK jobs only)	Number of RETAINED Jobs	Current Hourly Wage
N/A		
Total Full-Time RETAINED Jobs		

2. Is the hourly wage rate based on a 40-hour work week, 52 weeks per year? ☒ Yes ☐ No
If no, please explain:

Business Financial Assistance Application – Universal Tank & Fabrication Inc.

Page 10 – original redacted from City Council copy, as it contains confidential information

SECTION G

Attachments

Please attach the following documents:

A1 Project Plan

Please provide an executive summary for your project. This information should include, at a minimum, expanded information about the company's products and services and any other project related information not already been described in the application for financial assistance.

Please note, a traditional business plan, including an executive summary, market analysis, organization and management structure, marketing and sales management, service and product line narrative, financial projections, feasibility study and patent status, as well as any other relevant information, may be requested by the Iowa Economic Development Authority to evaluate the feasibility of this project.

A2 Payroll Information (Confidential)

- Copies of the Business' **Quarterly Iowa Employer's Contribution and Payroll Report** for the past year. This report should include the monthly employment totals.
- **A copy of the most recent payroll report for one pay period.** The copy of the most recent payroll report for one pay period must be in Excel format and include the following information:
 - Company name, date of payroll and source of payroll information
 - Employee name and/or employee identification number
 - Current hourly wage - do not include bonuses, overtime or other benefit values
 - Indicate if the employee is full time (40 hours per week, 52 weeks per year) or part time.
 - A sample Excel spreadsheet can be provided by IEDA staff

A3 Affidavit stating the Business has not, within the last five years, violated state or federal statutes, rules and regulations, including environmental, worker safety regulations and antitrust laws, or, if such violations have occurred, that there were mitigating circumstances or such violations did not seriously affect public health or safety or the environment. A sample affidavit can be provided by IEDA staff.

A4 Financial Information (Confidential, unless already publicly available) (Existing Businesses Only)

- Profit and loss statements and balance sheets for past three year-ends;
- Current YTD profit and loss statement and balance sheet;
- Schedule of aged accounts receivable;
- Schedule of aged accounts payable; and
- Schedule of other debts.

A5 Collateral documentation (If requesting direct financial assistance only)

A6 Brownfield or Grayfield site documentation (if applicable)

SECTION H

Certification and Release of Information

1. Are there any judgments or court actions completed or pending against the applicant entity, or any current or prospective officer, principal, director or owner? ☐ Yes ☒ No
2. Has any current or prospective officer, principal, director or owner been accused or convicted of any wrongdoing or crime, other than a simple misdemeanor? ☐ Yes ☒ No
3. Have there been any current or past bankruptcies on the part of the applicant entity (or predecessor entities), or on the part of any current (or prospective) officer, principal, owner or in any business dealings of current (or prospective) officers, principals or owners of the applicant entity? ☐ Yes ☒ No
4. In the last five years have there been, or are there currently any investigations of potential violations of public health, safety (including workplace safety) or environmental laws by the applicant entity, or any current or prospective officer, principal, director or owner? ☐ Yes ☒ No
5. In the last five years have there been, or are there currently any violations of antitrust laws by the applicant entity, or any current or prospective officer, principal, director or owner? ☐ Yes ☒ No
6. *If yes to any of the above, please provide additional explanation:*

I hereby give permission to the Iowa Economic Development Authority (IEDA) to research the Business' history, make credit checks, contact the Business' financial institutions, insurance carriers and perform other related activities necessary for reasonable evaluation of this application. I also hereby authorize the Iowa Department of Revenue to provide to IEDA state tax information pertinent to the Business' state income tax, sales and use tax, and state tax credits claimed.

I understand that all information submitted to IEDA related to this application is subject to Iowa's Open Record Law (Iowa Code, Chapter 22), unless specifically marked as confidential section.

I understand the IEDA reserves the right to negotiate the financial assistance.

I understand this application is subject to final approval by IEDA and the Project may not be initiated until final approval is secured. Furthermore, I am aware that funds will not be disbursed until a contract has been executed and the appropriate terms met.

I understand that upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, a recipient shall pay IEDA a one-time compliance cost fee in the amount of \$500. In addition, if tax benefits are greater than \$100,000, the Recipient shall remit to IEDA a compliance cost fee 0.5% of the value of the Tax Incentives claimed pursuant to the contract. The fee will be due and payable upon filing the Recipient's annual tax return for each tax year in which tax credits are claimed under the contract.

I hereby certify that all representations, warranties or statements made or furnished to IEDA in connection with this application are true and correct in all material respect. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision.

For the Business:

For the Sponsor(s):

Signature Date

Signature Date

Name and Title (typed or printed)

Name and Title (typed or printed)

IEDA will not provide assistance in situations where it is determined that any representation, warranty or statement made in connection with this application is incorrect, false, misleading or erroneous in any material respect. If assistance has already been provided prior to discovery of the incorrect, false, or misleading representation, IEDA may initiate legal action to recover incentives and assistance awarded to the Business.



Business Financial Assistance Application

Section G – Attachment A1 – Project Plan

Universal Tank & Fabrication, Inc (UTF) is an Iowa borne and based company that manufactures pressure vessels, tanks and related fabrications for a very broad customer base extending across North America. Our products are used in various markets that include Water (municipal, waste and industrial segments), Air, Energy (biofuels), Pharmaceutical, and an extensive “Other” category for the custom, one off projects. Here is a small list of the types of products manufactured:

- autoclaves for retreading tires manufactured for one of the largest tire companies in the world
- water filtration vessels that clean radium from drinking water
- process skids for mixing the newest types of asphalt for some of the largest energy companies in the world
- vessels that capture landfill gases and recycle them into usable energy products
- vacuum trucks used for municipal and industrial applications

Most of what we build isn’t considered production or repeatable, rather project specific which makes our workforce one of the most dynamic and skilled groups assembled. Our direct labor team is required to perform a wide range of tasks within their spectrum any given day, including working on Carbon or Stainless steel, working on thin or thick material, or even welding, sandblasting or painting inside of vessels.

As you can imagine, having such a broad range of products requires us to maintain enough space for state-of-the-art equipment (that allows us to remain competitive in the market) as well as enough area to react to various projects. In order to achieve this, we need to expand our footprint or be forced to stay the same size of company year after year. The proposed expansion will allow us to increase our capacity by over 60% in a 5-year period.

Our proposed expansion is specifically designed for finishing projects. Specifically, blasting, painting, and assembling. We propose to purchase industry leading state of the art blast and paint booths that will allow for additional throughput by utilizing their unique design features. Not only will they improve our current product mix efficiencies and throughput, but it also allows us the opportunity to coat products from other local manufacturers, keeping that work in the state of Iowa. In addition to the new finish capabilities, we will have more lay down space, allowing us to work on more projects at once along with much needed warehouse space to increase our manufacturing capacity. The current facility would also get some much-needed updates allowing us to add manufacturing spaces and ultimately add more jobs.

Without the help of the IEDA and other programs, we are uncertain if this project will be possible. Please carefully consider our application for the proposed UTF expansion.

Sincerely,

Dan Davis
CEO – Universal Tank & Fabrication, Inc.

RESOLUTION NO. ____-24

AUTHORIZING THE FILING OF AN APPLICATION WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR BUSINESS FINANCIAL ASSISTANCE ON BEHALF OF UNIVERSAL TANK & FABIRCATION, INC.

Whereas, Universal Tank & Fabrication, Inc. is a Delaware corporation manufacturing custom fabricated pressure vessels and tanks at its Facility in Dubuque, Iowa; and

Whereas, Universal Tank & Fabrication, Inc. has proposed making a Seven Million Two Hundred Fifty Thousand Dollar investment to expand its Facility (the Project); and

Whereas, financial assistance from the Iowa Economic Development Authority is designed to assist in the economic development efforts of local jurisdictions; and

Whereas, the City Council of the City of Dubuque, Iowa has considered the Project and determined that the proposed Project will contribute to the local economy through the creation of ten (10) full-time jobs in the City of Dubuque; and

Whereas, the City of Dubuque, Iowa is eligible to apply for funding from the Iowa Economic Development Authority Business Financial Assistance Program on behalf of Universal Tank & Fabrication, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The filing of an Application for participation in the Iowa Economic Development Authority's Business Financial Assistance Program on behalf of Universal Tank & Fabrication, Inc., a copy of which is attached hereto, is hereby approved.

Section 2. The Mayor is hereby authorized to execute and the City Manager is hereby directed to submit the Application to the Iowa Economic Development Authority together with such other documents as may be required.

Passed, approved, and adopted this 4th day of November, 2024.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE: Pest Infestation Enforcement, Including Bed Bugs

SUMMARY: City Manager recommending City Council approval of the attached ordinance to provide a clearer direction regarding pest elimination for occupants and owners of structures within the City of Dubuque.
ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 14 Building And Development, Chapter 1 Building Codes, Article J Property Maintenance Code, Section 14-1J-2 International Property Maintenance Code Amendments

SUGGESTED DISPOSITION: Receive and File; Motion B; Motion A

ATTACHMENTS:

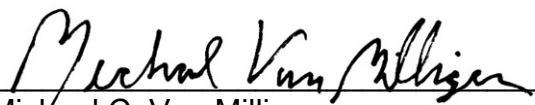
1. MVM Memo
2. Memo_to_MVM_Bed_Bugs
3. 14-1J-2_103124
4. Comparable cities Bed Bug Ordinance
5. Pest Infestation Inspection Workflow

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Pest Infestation Enforcement, Including Bed Bugs
DATE: October 31, 2024

Housing & Community Development Director Alexis Steger is recommending City Council approval of the attached ordinance to provide a clearer direction regarding pest elimination for occupants and owners of structures within the City of Dubuque.

After review of the pest elimination code, city staff is recommending an update to the pest elimination section of the 2021 IPMC. These updates will not change the intent or execution of the ordinance but addresses ease of use with the order responsibilities are listed. Occupants should be taking the precautions recommended by the EPA above, but should an infestation occur, the occupant must cooperate with reasonable pest elimination efforts completed by an owner in all situations. In most instances, owners will be held responsible by the City of Dubuque for ensuring pest elimination unless addressing the issue in a single-family unit. A flow chart of enforcement decisions in this process is attached to help illustrate the process used to ensure pests are eliminated when found in a residential structure.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Alexis Steger, Housing & Community Development Director

TO: Michael C. Van Milligen, City Manager

FROM: Alexis M. Steger, Housing and Community Development Director

SUBJECT: Pest Infestation Enforcement, Including Bed Bugs

DATE: October 31, 2024

INTRODUCTION

This memorandum provides a review of the pest infestation section of the 2021 International Property Maintenance Code as adopted by the City of Dubuque.

BACKGROUND

Bed bugs typically travel from place to place on the clothing of a household that is already infested. There are several methods that can be used to kill these bugs, such as a chemical agent that destroys the protective wax layer of the body, exposure to high temperatures or exposure to freezing temperatures. Should a household become infested with bed bugs, there are several measures a household can take to help the spread of these pests, but the most effective method for elimination is professional pest control services.

To avoid the infestation of bed bugs the following preventative measures are recommended by the U.S. Department of Environment Protection Agency (EPA):

- Inspect the luggage rack in your hotel room for bed bugs.
- Check secondhand furniture, beds and couches for any signs of bed bug infestation before bringing them home.
- Use a protective cover that encases mattresses and box springs to eliminate many hiding spots. The light color of the encasement makes bed bugs easier to see. Be sure to purchase a high-quality encasement that will resist tearing and check the encasement regularly for holes or a cover that has been pre-treated with pesticide to control bed bugs.
- Reduce clutter in your home to reduce hiding places for bed bugs.
- Vacuum frequently to remove any successful hitchhikers.
- Be vigilant when using shared laundry facilities. Transport items to be washed in plastic bags (if you have an active infestation, use a new bag for the journey home). Remove from dryer directly into bag and fold at home. (A dryer on high heat can kill bed bugs.)

- If you live in a multi-family home, try to isolate your unit by:
 - Installing door sweeps on the bottom of doors to discourage movement into hallways.
 - Sealing cracks and crevices around baseboards, light sockets, etc., to discourage movement through wall voids.

Should an infestation occur, it is important to immediately start working to eliminate the infestation, as bed bugs will proliferate, making conditions worse each day that it goes untreated.

DISCUSSION

The City of Dubuque adopted the 2021 International Property Maintenance Code which has a section that addresses pest elimination. This code states:

SECTION 309 PEST ELIMINATION

309.1 Infestation. Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single occupant. The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.

309.4 Multiple occupancy. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.

309.5 Occupant. The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the infestations are caused by defects in the structure the owner shall be responsible for pest elimination.

This code says that an owner must eliminate pest infestations prior to occupying the structure, must ensure the structure is free of defects that may cause pest infestations and must eliminate pests in common areas, public spaces, and in any multi-unit infestation situation. The owner shares this responsibility with an occupant, when the occupant failed to prevent the infestation. In a single-family unit, the occupant is responsible for maintaining a pest free unit unless a structural defect is the cause of a pest infestation, then the owner is responsible.

The IPMC is adopted widely across the nation, and Iowa is no exception. When comparing the top 10 most populous cities in Iowa to the City of Dubuque's ordinance, 7 out of the 10 adopt the language from the IPMC for pest elimination as listed above. Des Moines, Iowa City and Sioux City do not adopt the IPMC but have language that creates the similar responsibilities for owners and occupants. Please see the attached for specific information.

In the article titled, "*Bedbug outbreak hits Dubuque apartment complex, with tenants paying for cleanup*" published by the Telegraph Herald on October 29, 2024, it is noted that Davenport has a clearer ordinance that makes an owner financially responsible for bed bug elimination. This is not accurate and was only written as an opinion of the journalist.

Davenport has two sections of their code that address pest elimination. The Health and Safety Code States:

Every owner shall, where required by this code, the health ordinance or the code enforcement officer, furnish and maintain such approved sanitary facilities as required, and shall furnish and maintain approved devices, equipment or facilities for the prevention of insect and rodent infestation, and where infestation has taken place, shall be responsible for the extermination of any insects, rodents or other pests when such extermination is not specifically made the responsibility of the occupant by law or ruling.

This section is the same as Dubuque, because Davenport also adopts the IPMC which this health code then reverts to "by law or ruling". Additionally, this does not assign financial responsibility to any person. "Responsibility" in any city's ordinance in the State of Iowa, gives that city the ability to cite the responsible party. It does not allow any city to assign financial responsibility for any service used to eliminate the infestation. The financial responsibility for any service that is hired, is decided by State Code and the civil contract between an owner and occupant.

This mirrors any other damage to a rental property that may be created by a tenant such as broken windows or doors, and any damage created by the structure such as plumbing leaks. These issues and who must pay for them are controlled by the lease between the owner and occupant, and the Tenant-Landlord laws of the State of Iowa. The City is not a party to these contracts and may not insert itself into a contract of which they are not a party. Bed bugs are no exception to this law. The city will ensure the broken window or door, and plumbing leaks are fixed to meet City Code, but the city will not determine who is financially responsible for the damage. Any dispute of financial liability must be brought before a Civil Court.

The City of Dubuque does not serve in the capacity of a District Court. The District Court is a State of Iowa entity. Magistrates and judges are appointed to hear evidence, weigh the evidence presented, and rule on the evidence in reaching a court judgment in dispute between private parties. Should an owner and occupant disagree on who is financially responsible for anything stated, or not stated in the lease, it must be brought in District Court for a decision. Not only does the City have no authority over a third-party contract, but it also has no authority to garnish or facilitate payment from the party that is responsible. This is also a function of the State of Iowa.

Iowa Legal Aid has resources regarding tenant rights on their website and have explicitly stated they are available to help any low-income occupant that feels they are wrongfully charged for pest elimination services by an owner of a property in the City of Dubuque. The Housing and Community Development Department will make referrals to Iowa Legal Aid when contacted about any tenant-landlord dispute, including charges for pest elimination.

ORDINANCE UPDATES

After review of the pest elimination code, city staff is recommending an update to the pest elimination section of the 2021 IPMC. These updates will not change the intent or execution of the ordinance but addresses ease of use with the order responsibilities are listed. Occupants should be taking the precautions recommended by the EPA above, but should an infestation occur, the occupant must cooperate with reasonable pest elimination efforts completed by an owner in all situations. In most instances, owners will be held responsible by the City of Dubuque for ensuring pest elimination unless addressing the issue in a single-family unit. A flow chart of enforcement decisions in this process is attached to help illustrate the process used to ensure pests are eliminated when found in a residential structure.

RECOMMENDATION

I respectfully request City Council approval of the attached ordinance to provide a clearer direction regarding pest elimination for occupants and owners of structures within the City of Dubuque.

CC: Crenna Brumwell, City Attorney

ORDINANCE NO. _____ - 24

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES, ARTICLE J PROPERTY MAINTENANCE CODE, SECTION 14-1J-2 INTERNATIONAL PROPERTY MAINTENANCE CODE AMENDMENTS

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. Section 14-1J-2 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1J-2: INTERNATIONAL PROPERTY MAINTENANCE CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the International Property Maintenance Code, 2021 edition, adopted in section 14-1J-1 of this article to read as follows:

. . . .

Section 309. Pest Elimination. Amended to read:

309.1 Infestation. Structures shall be kept free from the infestation of insects, rodents, or other pests. Structures in which insects, rodents, or other pests are found shall be promptly treated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

309.1.1 Owner. The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.1.2 Occupant. The occupant of any structure shall cooperate with the reasonable pest elimination efforts of the owner or owner's authorized agent.

309.2 Single occupant. The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.

Exception: Where the infestation is caused by defects in the structure the owner shall be responsible for pest elimination.

309.3 Multiple occupancy. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house, or a nonresidential structure shall be responsible for pest elimination. If infestation is caused by failure of an occupant of a single dwelling

unit to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.

. . . .

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this ____ day of _____, 2024.

Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

EFFECT OF AMENDMENT

14-1J-2: INTERNATIONAL PROPERTY MAINTENANCE CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the International Property Maintenance Code, 2021 edition, adopted in section 14-1J-1 of this article to read as follows:

.....

Section 309. Pest Elimination. Amended to read:

309.1 Infestation. Structures shall be kept free from the infestation of insects, rodents, or other pests. Structures in which insects, rodents, or other pests are found shall be promptly treated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

309.1.1 Owner. The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.1.2 Occupant. The occupant of any structure shall cooperate with the reasonable pest elimination efforts of the owner or owner's authorized agent.

309.2 Single occupant. The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.

Exception: Where the infestation is caused by defects in the structure the owner shall be responsible for pest elimination.

309.3 Multiple occupancy. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house, or a nonresidential structure shall be responsible for pest elimination. If infestation is caused by failure of an occupant of a single dwelling unit to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.

.....

Pest Elimination Ordinances – Top Ten Cities in Iowa

Dubuque

Adopted the International Property Maintenance Code (IPMC) 2021 version without amendments to **Section 309 Pest Elimination** section of the code. The code states:

SECTION 309 PEST ELIMINATION

309.1 Infestation. Structures shall be kept free from insect and rodent infestation. Structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After pest elimination, proper precautions shall be taken to prevent reinfestation.

309.2 Owner. The owner of any structure shall be responsible for pest elimination within the structure prior to renting or leasing the structure.

309.3 Single occupant. The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for pest elimination on the premises.

309.4 Multiple occupancy. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for pest elimination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant and owner shall be responsible for pest elimination.

309.5 Occupant. The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure.

Exception: Where the infestations are caused by defects in the structure the owner shall be responsible for pest elimination.

Pest Elimination Ordinances – Top Ten Cities in Iowa

Cities in **Blue** below have the same wording as Dubuque for Pest Elimination. Cedar Rapids additions are addressed in procedures in Dubuque and not written into policy, but the policy is the same.

Cities in **Auburn** below have different wording than Dubuque.

Ankeny (Same as Dubuque)

Adopted the 2021 IPMC without amendment.

Council Bluffs (Same as Dubuque)

Adopted the 2018 IPMC without amendment. (No wording has changed between 2018 and 2021 IPMC versions for pest elimination)

Davenport (Same as Dubuque)

Adopted the 2015 IPMC without amendment. (No wording has changed between 2015 and 2021 IPMC versions for pest elimination)

Waterloo (Same as Dubuque)

Adopted the 2015 IPMC without amendment. (No wording has changed between 2015 and 2021 IPMC versions for pest elimination)

West Des Moines (Same as Dubuque)

Adopted the 2021 IPMC without amendments.

Cedar Rapids

Adopted the 2021 IPMC with the following amendment:

Section 309.1 Infestation. Structures shall be kept free from insect and rodent *infestation*. Structures in which insects or rodents are found shall be promptly exterminated by *approved* processes that will not be injurious to human health. **If after re-inspection it is the opinion of the *code official* that adequate extermination measures have not been taken, then an approved plan of action shall be provided to the *code official* within 5 business days. An approved plan of action must include an approved certified pest control agency for extermination.** After *pest elimination*, proper precautions shall be taken to prevent reinfestation.

Section 309.2, 309.3, 309.4, and 309.5 adopted without amendment.

Pest Elimination Ordinances – Top Ten Cities in Iowa

Ames

Sec. 13.411. EXTERMINATION. (1) Infestation. All structures shall be kept free from insect and rodent infestation. All structures in which insects or rodents are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

(2) Extermination - Single Family Dwellings. (a) Owner: The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure. (b) Occupant: The occupant of a one-family dwelling shall be responsible for extermination on the premises.

(3) Extermination - Multiple occupancy. (a) Owner: The owner of a structure containing two or more dwelling units, a multiple occupancy, or a rooming house, shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for extermination.

(b) Occupant: The occupant of any structure shall be responsible for the continued rodent and pest-free condition of that portion of the structure occupied. Exception: Where the infestations are caused by defects in the structure, the owner shall be responsible for extermination.

Iowa City

17-5-19 P. Responsibilities of owners. Pest Extermination: Whenever infestation exists in two (2) or more dwelling units or rooming units of any dwelling or in the shared or public parts of any dwelling containing two (2) or more dwelling units or more than one rooming unit, the extermination thereof shall be the responsibility of the owner.

17-5-20 C. Responsibilities of occupants. Extermination Of Pests: Every occupant of a single-family dwelling shall be responsible for the extermination of any insects, rodents or other pests therein or on the premises; every occupant of a dwelling containing more than one dwelling unit or rooming unit shall be responsible for such extermination within the unit occupied whenever said unit is the only one infested. Notwithstanding the foregoing provisions of this subsection, whenever infestation is caused by failure of the owner to maintain a dwelling in a reasonably rodentproof or reasonably insectproof condition, extermination shall be the responsibility of the owner.

Sioux City

20.05.085 Responsibility of Tenants. Each tenant of a single family dwelling unit is responsible for the extermination of cockroaches and other insects which are known to cause or aid in the spread of disease. Tenants of such dwellings are also responsible for the extermination of mice and other rodents which are known to cause or aid in the spread of disease. Each tenant of a dwelling unit in a duplex or multi family dwelling is responsible for such extermination whenever his or her dwelling unit is the only one infested, and such infestation is due to the tenant's failure to maintain the unit in a sanitary condition. In the event that infestation is caused

Pest Elimination Ordinances – Top Ten Cities in Iowa

by failure of the landlord of a multi-family dwelling unit to maintain the dwelling unit in a reasonable condition, extermination shall be the responsibility of the landlord. Whenever infestation exists in two or more of the dwelling units in any dwelling, or in the shared or public parts of any dwelling containing two or more dwelling units, extermination there shall be the responsibility of the landlord.

Des Moines

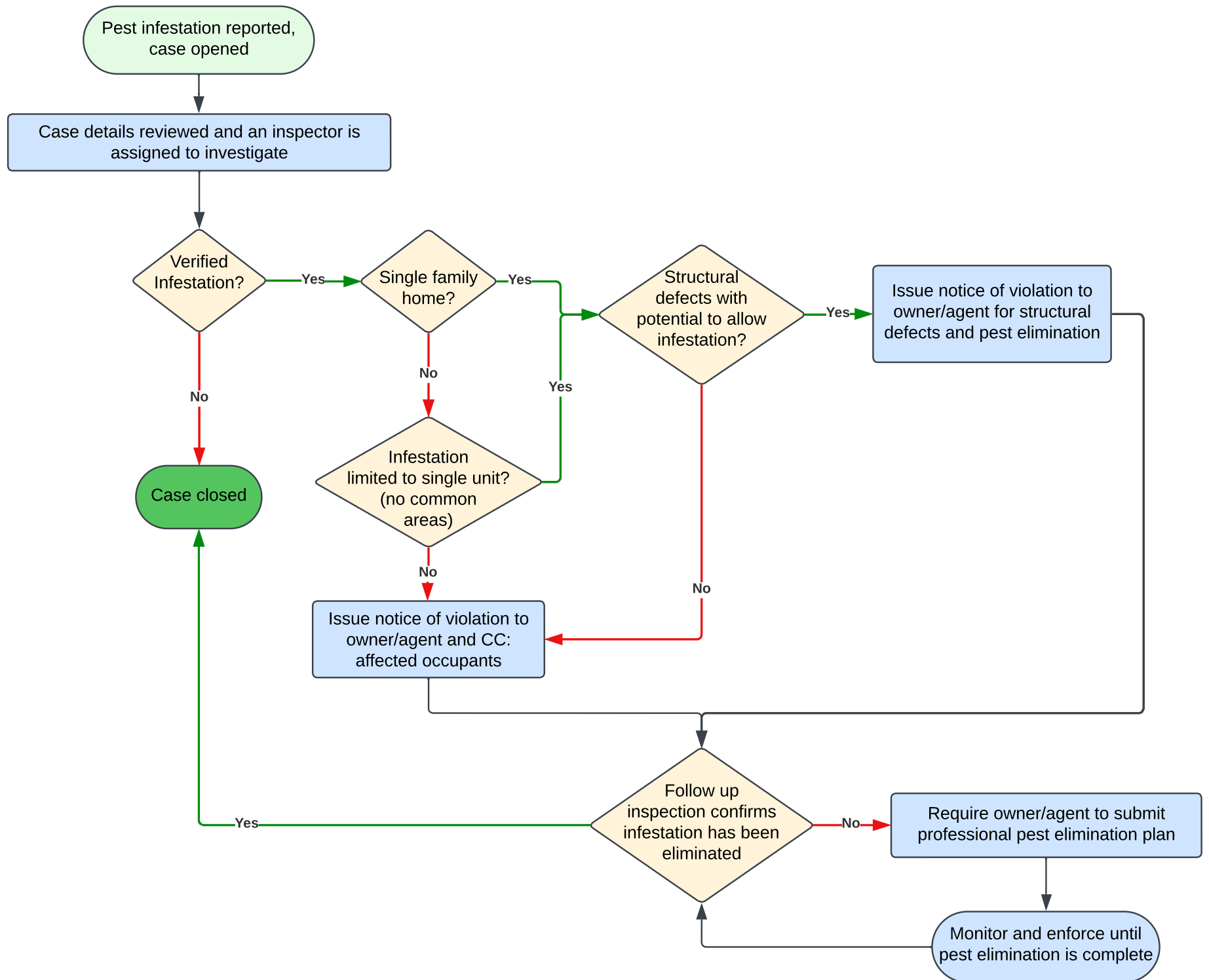
Sec. 60-106. - Infestation.

All structures shall be kept free from insect and rodent infestation. Where insects or rodents are found, they shall promptly be exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent re-infestation.

(1)*Owner.* The owner(s) of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

(2)*Single occupant.* The occupant of a single-family dwelling shall be responsible for extermination. However, in the event the infestation is a direct result of the owner(s) failure to maintain the property in accordance with this chapter, the owner shall be responsible for extermination.

(3)*Multiple occupancy.* The owner(s) of a structure containing two or more dwelling units, a multiple occupancy, or a rooming house shall be responsible for extermination.



**City of Dubuque
City Council**

ACTION ITEMS # 5.

ITEM TITLE:	Work Session Request: Introduction to the Office of Community Impact and Review of the Equitable Fine and Fee Service Program
SUMMARY:	City Manager recommending City Council schedule a work session on November 18, 2024, at 5:15 p.m. to introduce the newly established Office of Community Impact and to provide an update on the equitable fines and fees service program.
SUGGESTED DISPOSITION:	Receive and File; Council
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo

TO: The Honorable Mayor and City Council Members

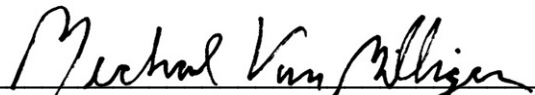
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Work Session Request for Introduction to the Office of Community Impact and Review of the Equitable Fine and Fee Service Program

DATE: October 31, 2024

Community Impact Director Antonio Mouzon is recommending City Council schedule a work session on November 18, 2024, at 5:15 p.m. to introduce the newly established Office of Community Impact and to provide an update on the equitable fines and fees service program.

I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Antonio Mouzon, Community Impact Director
Anderson Sainci, Director Office of Shared Prosperity and Neighborhood Support
Marie Ware, Leisure Services Director
Jenny Larson, Chief Financial Officer
Alexis Steger, Housing and Community Development Director
Miranda Onofre, Community Diversion and Development Coordinator
Brittney Hayes, Community Service and Outreach Coordinator
LaMetra Murdock, MFC Director
Sarah Berna, AmeriCorps Program Coordinator
Anne Marie Greenwood, Community Impact Administrative Assistant

TO: Michael C. Van Milligen, City Manager
FROM: Antonio J. Mouzon, Community Impact Manager
SUBJECT: Work Session Request for Introduction to the Office of Community Impact and Review of the Equitable Fine and Fee Service Program
DATE: October 22, 2024

INTRODUCTION

The purpose of this memorandum is to request a City Council work session to introduce the newly established Office of Community Impact and to provide an update on the equitable fines and fees service program. This session is proposed for November 18, 2024, from 5:15 p.m. to 6:30 p.m.

BACKGROUND

The Office of Community Impact was created to oversee several critical areas of community engagement, including the Multicultural Family Center, AmeriCorps programs, volunteerism, and equitable fine and fee prevention services. Since its inception, the department has prioritized equity-driven initiatives aimed at reducing financial burdens on residents and ensuring fair access to city services.

One of the key programs we have developed is the equitable fine and fee service program, which focuses on addressing the disproportionate impact of fines and fees on underrepresented communities. The program aims to create more accessible and just solutions for residents facing financial penalties while expanding professional opportunities and opportunities to serve within our community.

DISCUSSION

During this work session, we will provide an overview of the Office of Community Impact's mission, scope, and current projects, emphasizing the equitable fine and fee service program. We will present data on how the program has been designed to align

with the City Council's equity goals and offer opportunities for feedback to further refine the services.

ACTION REQUESTED

I respectfully request that a City Council work session be scheduled on November 18, 2024, at 5:15 p.m. to introduce the Office of Community Impact and review the progress of the equitable fine and fee service program.

cc:

Anderson Sainci, Office of Shared Prosperity and Neighborhood Support Manager

Marie Ware, Leisure Services Manager

Jenny Larson, Chief Finance Officer

Alexis Steger, Housing and Community Development Director

Miranda Onofre, Community Diversion and Development Coordinator

Brittney Hayes, Community Service and outreach Coordinator

LaMetra Murdock, MFC Director

Sarah Berna, AmeriCorps Program Coordinator

Anne Marie Greenwood, Community Impact Administrative Assistant

**City of Dubuque
City Council**

ACTION ITEMS # 6.

ITEM TITLE:	New Housing Projects Update Video
SUMMARY:	Public Information Office staff will show a video featuring footage of examples of new housing projects throughout the community. The video can be seen at: https://youtu.be/0PHmgW1v-Ro?si=YTr6tpUnoZa6BHUL
SUGGESTED DISPOSITION:	Receive and File; Video
ATTACHMENTS:	None

**City of Dubuque
City Council**

CLOSED SESSION #

ITEM TITLE: Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa

SUMMARY:

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

None