

**ROLL CALL ORDER FOR MEETING OF
September 21, 2020**

Sprank, Cavanagh, Roussell, Lynch, Buol, Resnick, Jones

This meeting will be conducted as a virtual meeting.

Due to social distancing guidelines related to the COVID-19 pandemic, City Council members and City staff will participate by webinar and will not meet in person. The virtual meeting will be aired live on CityChannel Dubuque (Mediacom cable channels 8 and 117.2), streamed live and archived on the city's website at www.cityofdubuque.org/media, and streamed live on the City's Facebook page at www.facebook.com/cityofdubuque.

The public can provide audio and written input during sections of the agenda where public input is accepted as well as before and after the meeting. Input options during the live meeting include:

- Log into GoToMeeting using the login links, phone numbers and access code below. This option includes audio input and written "chat" input. If you are participating via computer, indicate which item you would like to speak to in the Chat function, or note you would like to speak during the public input session. At the appropriate time, you will be unmuted by the moderator. All phone lines will also be unmuted during the Public Comment period, and attendees who would like to speak are asked to self-queue so that all who wish may speak.

Please join the meeting from your computer, tablet or smartphone.

- <https://global.gotomeeting.com/join/979963597>
- You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)
- United States (Toll Free): 1 877 309 2073
- One-touch: tel:+18773092073,,979963597#
- United States: +1 (646) 749-3129
- One-touch: tel:+16467493129,,979963597#
- Access Code: 979-963-597
- Commenting through the City of Dubuque Facebook page at www.facebook.com/cityofdubuque. Individuals must include their name and address in order to be recognized.

Additionally, written public input can be accepted prior to or during the meeting by:

- Contacting the City Council directly from the City's webpage at www.cityofdubuque.org/councilcontacts
- Through the City Clerk's Office email at ctyclerk@cityofdubuque.org



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**

This meeting will be conducted virtually.
Please see the information above for viewing,
listening, and public input options.
September 21, 2020

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

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. COVID-19 Update

Mary Rose Corrigan, Public Health Specialist for the City of Dubuque, will provide an update on the COVID-19 pandemic and response activities.

PROCLAMATION(S)

1. Bike-to-Work Day/Week (September 21-27, 2020)

On behalf of the City of Dubuque Transportation Services Department.

2. Fire Prevention Week (October 4-20, 2020)

On behalf of the City of Dubuque Fire Department.

CONSENT ITEMS

The consent agenda items are considered to be routine and non-controversial and all consent items will be normally voted upon in a single motion without any separate discussion on a particular item. If you would like to discuss one of the Consent Items, please go to the microphone and be recognized by the Mayor and state the item you would like removed from the Consent Agenda for separate discussion and consideration.

1. Minutes and Reports Submitted

City Council proceedings of 9/8; Historic Preservation Commission of 8/20; Zoning Advisory Commission of 9/2; Zoning Board of Adjustment of 8/27, 9/4.

Suggested Disposition: Receive and File

2. Notice of Claims and Suits

Lisa Kramer for vehicle damage, Steven Mai for property damage / personal injury.

Suggested Disposition: Receive and File; Refer to City Attorney

3. Disposition of Claims

City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Lisa Kramer for vehicle damage, and Steven Mai for personal injury / property damage.

Suggested Disposition: Receive and File; Concur

4. Approval of City Expenditures

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

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

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

5. Final Plat of Cedar Ridge Farm Place No. 17

Zoning Advisory Commission recommending approval of the Final Plat of Cedar Ridge Farm Place No. 17 subject to waiving the lot frontage requirement for Lot 1 and Lot 2.

RESOLUTION Approving the Final Plat of Cedar Ridge Farm Place No. 17, City of Dubuque, Dubuque County, Iowa

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

6. Final Plat of Derby Grange Subdivision No. 5

Zoning Advisory Commission recommending approval of the Final Plat of Derby Grange Subdivision No. 5.

RESOLUTION Approving the Final Plat of Survey for Derby Grange Subdivision No. 5, Dubuque County, Iowa

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

7. Pre-Annexation Agreement - Derby Grange Subdivision, Ronald J & Mary E Breitbach

City Manager recommending approval of a Pre-Annexation Agreement with Ronald J. and Mary E. Breitbach in conjunction with a request for approval of the Plat of Survey for 14.5 acres located at Lot 2 in Derby Grange No. 2 and Lot B Derby Grange No. 3.

RESOLUTION Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and Ronald J. and Mary E. Breitbach

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

8. Acceptance of the University Avenue and Grandview Avenue Intersection Improvement Project

City Manager recommending acceptance of the improvements for the University Avenue and North Grandview Avenue Roundabout Intersection Improvement Project, as completed by Eastern Iowa Excavating and Concrete, LLC.

RESOLUTION Accepting the University Avenue and North Grandview Avenue Roundabout intersection Improvement Project and authorizing the payment to the contractor

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

9. Montana House, LLC - First Amendment to Grant Agreement for 245 W. 1st Street

City Manager recommending approval of a First Amendment to Grant Agreement between the City of Dubuque and Montana House, LLC to redevelop property at 245 W. 1st Street.

RESOLUTION Approving the First Amendment to Grant Agreement between the City of Dubuque, Iowa and Montana House, LLC

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

10. 2021 Dubuque County Law Enforcement Task Force Grant, Subrecipient Funds

City Manager recommending acceptance of the 2021 Dubuque County Law Enforcement Task Force Grant, with the City of Dubuque as a subrecipient which will provide partial funding for one Dubuque Drug Task Force narcotics investigator.

Suggested Disposition: Receive and File; Approve

11. 2021 Iowa Governor's Traffic Safety Bureau (GTSB) Grant Funds

City Manager recommending acceptance of the 2021 Iowa Department of Public Safety, Governor's Traffic Safety Bureau Grant funds in the amount of \$34,350 to be used to support traffic related overtime enforcement, training related travel and equipment, to include three preliminary breath test intoximeters.

Suggested Disposition: Receive and File; Approve

12. Cottingham & Butler Insurance Services, Inc. - Close Out of Business Assistance Contract 15-DF-034

City Manager submitting documents informing the City that the terms of a Business Assistance Contract from the Iowa Economic Development Authority to Cottingham & Butler Insurance Services, Inc. have been satisfied, and the contract has been closed out by the State.

Suggested Disposition: Receive and File

13. Fiscal Year 2020 Street Finance Report

City Manager recommending approval of the City of Dubuque's Fiscal Year 2020 City Street Financing Report and authorize filing with the Iowa Department of Transportation.

RESOLUTION Approving the City of Dubuque Fiscal Year 2020 City Street Financing Report

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

14. Authorizing Resolution Naming Acting Director as FTA and IDOT Active Delegate of Transportation Services

City Manager recommending approval of resolutions appointing Acting Director of Transportation Services Russell Stecklein as an active delegate to make decisions with the FTA and IDOT on behalf of the City of Dubuque.

RESOLUTION Authorizing the Director of Transportation Services file applications with the Federal Transit Administration, an Operating Administration of the United States Department of Transportation, for Federal Transportation Assistance authorized by 49 U.S.C. Chapter 53 Title 23 United States Code and other Federal statutes administered by the Federal Transit Administration

RESOLUTION Authorizing the Director of Transportation Services file applications with the Iowa Department of Transportation – Office of Public Transit.

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

15. Awarding Snow Removal and Ice Control Requests for Bids for 2020 and 2022

City Manager recommending approval to award the winning bids for snow removal for the City's sidewalks, ramps and surface lots that are managed by the Parking Division to Skyline Construction, TriState Paving Services, and Dan Arensdorf Construction, Inc.

Suggested Disposition: Receive and File; Approve

16. Proposed License Agreement between City of Dubuque and ImOn Communications, LLC

City Manager recommending approval of a License Agreement with ImOn Communications to co-locate critical City technology infrastructure at the ImOn Communication Network Operations Center.

Suggested Disposition: Receive and File; Approve

17. Proposed Amendments to Master Co-location and Shared Services Agreement Between the City of Dubuque and Unite Private Network

City Manager recommending approval of four amendments to an existing Master Co-Location and Shared Services Agreement with Unite Private Network.

Suggested Disposition: Receive and File; Approve

18. GARE Innovation and Implementation Fund Arts and Culture Grant Application

City Manager recommending acceptance of a grant application submitted on July 19, 2020, to the Government Alliance on Race & Equity (GARE) Innovation and Implementation Fund Arts and Culture Grant program to support planning and outreach related to the Dubuque Renaissance Project.

Suggested Disposition: Receive and File; Approve

19. Letter of Recommendation for 2020 Coronavirus Relief Fund Future Ready Iowa Employer Innovation Fund Grant for Four Mounds.

City Manager submitting a Letter of Recommendation in support of Four Mounds as a potential recipient of the 2020 Coronavirus Relief Fund Future Ready Iowa Employer Innovation Fund Grant.

Suggested Disposition: Receive and File; Approve

20. Citizen Petition - UnmaskDBQ

Citizen Petition from UnmaskDBQ requesting immediate termination of the mask mandate [Face Covering Ordinance].

Suggested Disposition: Receive and File

21. Signed Contract(s)

2020 Usage Agreement Revision with Clarke University for Veterans Memorial Park.

Suggested Disposition: Receive and File

22. Improvement Contracts / Performance, Payment and Maintenance Bonds

Sealmaster Foam, LLC, d/b/a S&S Builders for the 2020 Asphalt Overlay Ramp Project 3B.

Suggested Disposition: Receive and File; Approve

23. Alcohol and Tobacco License Applications

City Manager recommending approval of annual liquor, beer, wine and tobacco license applications as submitted.

RESOLUTION Approving applications for beer, liquor, and/or wine permits, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits

RESOLUTION Approving applications for retail cigarette/tobacco sales/nicotine/vapor permits, as required by Iowa Code Chapter 453A.47A

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

ITEMS SET FOR PUBLIC HEARING

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

1. Gardens of Dubuque, LLC Development Agreement

City Manager recommending that the City Council schedule a public hearing for September 28, 2020 regarding a Development Agreement with Gardens of Dubuque, LLC for development of property located at 1895 Radford Road.

RESOLUTION Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Gardens of Dubuque, LLC including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto and providing for the publication of notice thereof

Suggested Disposition:

Receive and File; Adopt Resolution(s), Set Public Hearing for September 28, 2020

2. Intent to Dispose of Property at 2320 Jackson Street

City Manager recommending that the City Council set a public hearing for October 5, 2020, for the purpose of disposing of City-owned real property located at 2320 Jackson Street to Michael R. Taylor.

RESOLUTION Intent to dispose of an interest in City of Dubuque real estate to Michael R. Taylor, setting a time and place for hearing, and providing for the publication of notice thereof

Suggested Disposition:

Receive and File; Adopt Resolution(s), Set Public Hearing for October 5, 2020

3. Dubuque Water Supply Well Repair and Rehabilitation Project 2020

City Manager recommending initiation of the bidding procedure for the Dubuque Water Supply Well Repair and Rehabilitation Project, and further recommends that a public hearing be set for October 5, 2020.

RESOLUTION Preliminary Approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost; and ordering the advertisement for bids

Suggested Disposition:

Receive and File; Adopt Resolution(s), Set Public Hearing for October 5, 2020

BOARDS/COMMISSIONS

1. Boards and Commission Applicant Review

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

Airport Commission

One, 4-Year term through September 14, 2024 (Expired term of Clemenson)

Applicant:

Sue Clemenson, 2469 Hacienda Dr.

This commission is subject to the State of Iowa Gender Balance Law.

5 Commissioners total; currently 2 males/2 females

2. Boards and Commission Appointments

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

Cable Television Commission

One, 3-Year term through July 1, 2023 (Vacant term of Tigges)

Applicant:

Ronald Tigges, 4927 Wild Flower Dr.

Resilient Community Advisory Commission

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

Applicants:

Nicole Breitbach, 275 Fremont Ave.

Jade Romagna, 998 June Dr.

Whitney Sanger, 2250 Clydesdale Crt.

PUBLIC HEARINGS

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

1. Grant of Easement to BVM-PHS Senior Housing, Inc.

Proof of publication on notice of public hearing to consider granting a private sanitary sewer easement across City-owned property along Julien Dubuque Drive to BVM-PHS Senior Housing, Inc. as part of the Mt. Carmel Campus improvements project, and the City Manager recommending approval.

RESOLUTION Granting Easement for sanitary sewer utility to BVM PHS Senior Housing, Inc. across part of Lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E lying north of Julien Dubuque Drive, Dubuque County, Iowa

RESOLUTION Disposing of City interest by Grant of Easement for Sanitary Sewer Utility to BVM-PHS Senior Housing, Inc. across part of Lot 1-2-1 of the NW Fractional Quarter of the

NE quarter and part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying north of Julien Dubuque Drive, Dubuque County, Iowa

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

2. Cancer Survivor Park Lease with Finley Hospital

Proof of publication on notice of public hearing to consider disposal of City-owned real property by Lease Agreement with The Finley Hospital for Cancer Survivor Park at W. 3rd Street and College Street, and the City Manager recommending approval.

RESOLUTION Disposing of an interest in real property by Lease Agreement with the Finley Hospital

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

3. Fiscal Year 2021 First Budget Amendment

Proof of publication on notice of public hearing to consider approval the first Fiscal Year 2021 Budget Amendment, and the City Manager recommending approval.

RESOLUTION Amending the current budget for the Fiscal Year ending June 3, 2021

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

PUBLIC INPUT

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

ACTION ITEMS

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

1. Code of Ordinances Amendments - Title 14 Emergency Escape and Rescue Openings - Third Reading

City Manager recommending approval of amendments to the City of Dubuque Code of Ordinances - Building Code for emergency escape and rescue openings.

Staff will show a brief video presentation.

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

ORDINANCE Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article B Residential Code, Sections 14-1B-1 International Residential Code Adopted and 14-1B-2 International Residential Code Amendments

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

ORDINANCE Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1, Building Code

Suggested Disposition:

Receive and File; Final Adoption of Ordinance(s), Video Presentation

2. Proposed Amendment to City Ordinance for Emergency Escape & Rescue Openings - Fire Code Update

City Manager recommending that City Council pass the proposed ordinance for the Fire Code on the first reading and waive the second and third reading to match the publication date of all other Building Code updates.

ORDINANCE Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article E Fire Code and Regulations, Section 14-1E-1 International Fire Code Adopted and 14-1E-2 International Fire Code Amendments

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

3. Five Flags Parking Ramp Proposed Temporary Monthly Fee Adjustment

City Manager recommending approval of a temporary adjustment for the monthly fees charged at the Five Flags Parking Ramp.

RESOLUTION Authorizing the City Manager to adjust the fees and charges for the parking of motor vehicles in Municipal Parking Ramps

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

4. Request for Work Session - Monthly COVID-19 Update

City Manager requesting that the City Council schedule the monthly COVID-19 Response and Recovery work session for 5:00 p.m. on Monday, October 5, 2020.

Suggested Disposition: Receive and File; Council

COUNCIL MEMBER REPORTS

ADJOURNMENT

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

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

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

Individuals with limited English proficiency, vision, hearing or speech impairments or requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD/TTY (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

**City of Dubuque
City Council Meeting**

Presentation(s) # 1.

ITEM TITLE:	COVID-19 Update
SUMMARY:	Mary Rose Corrigan, Public Health Specialist for the City of Dubuque, will provide an update on the COVID-19 pandemic and response activities.
SUGGESTED DISPOSITION:	

**City of Dubuque
City Council Meeting**

Proclamation(s) # 1.

ITEM TITLE: Bike-to-Work Week Proclamation
SUMMARY: On behalf of the City of Dubuque Transportation Services Department.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

Description

Bike to Work Day / Week Proclamation

Type

Supporting Documentation

PROCLAMATION

WHEREAS, the bicycle has proven to be a utilitarian, economical, environmentally sound and effective means of personal transportation, recreation and fitness; and

WHEREAS, the City of Dubuque, Iowa encourages the use of bicycles as a means of transportation; and recognizes the bicycle as a legitimate roadway vehicle and therefore is entitled to legal and responsible use of all public roadway facilities except highways constructed to interstate standards; and

WHEREAS, the City of Dubuque encourages the increased use of bicycle as a viable mode of transportation, benefiting all citizens by improving air quality, reducing traffic congestion and noise, decreasing the use of and dependence upon finite energy sources, and fostering physical fitness and mental health; and

WHEREAS, the Tri-State Trail Vision Plan, Sustainable Dubuque vision, the Dubuque Bik Coop, and other community initiatives and organizations are coordinating efforts to make Dubuque a more Bicycle Friendly Community for all citizens; and

WHEREAS, the League of American Bicyclists has recognized September 21-27, 2020 as Bike-to-Work Week, and Bike-to-Work Day as September 22, 2020.

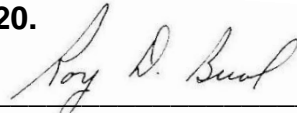
NOW THEREFORE, I, ROY D. BUOL, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF AND THE CITIZENS OF DUBUQUE, DO HEREBY PROCLAIM THE WEEK OF SEPTEMBER 21-27, 2020 AS:

“BIKE-TO-WORK WEEK”

WITH **SEPTEMBER 22, 2020 AS BIKE-TO-WORK DAY** IN THE CITY OF DUBUQUE, IOWA

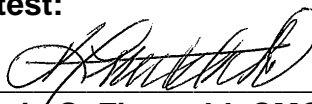


IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 21st day of September 2020.



Roy D. Buol, Mayor

Attest:



Kevin S. Firnstahl, CMC, City Clerk

2020: Submitted by Renee Tyler, Transportation Services Manager and accepted by Russ Stecklein, Acting Transportation Services Manager.

2019: Submitted and accepted by Renee Tyler, Transportation Services Manager.

2018: Submitted by Pat Prevenas, 563-590-3138, Tri-State Trail Vision. Accepted by Rob Williams of the Bike Coop, 2206 Central Ave., Dubuque

2017: n/a

2016: Submitted and accepted by Dave Hartig, Bicycle Coop, 2206 Central Avenue, 556-6122.

2015: Submitted and accepted by Sustainability Coordinator Cori Burbach and Rob Williams of the Bike Coop, 2206 Central Ave.

2014: Submitted by Dave Hartig and Parrish Marugg of the Tri-State Trail Vision. Accepted by Parrish Marugg, Bicycle World, 1072 Central Ave., 556-6122.

2013: Submitted by Candace Eudaley, Tri-State Trail Vision, 7600 Commerce Park, Dubuque, IA 52002. Accepted by Mike Loeboch of Tri-State Trail Vision.

2012: N/A

2011: Submitted by Candace Eudaley, Tri-State Trail Vision, 7600 Commerce Park, Dubuque, IA 52002 (Check with Recreation Division on doing the same proclamation).

2010: Submitted by Candace Eudaley, Tri-State Trail Vision, 7600 Commerce Park, Dubuque, IA 52002 (Check with Recreation Division on doing the same proclamation).

**City of Dubuque
City Council Meeting**

Proclamation(s) # 2.

ITEM TITLE: Fire Prevention Week Proclamation
SUMMARY: On behalf of the City of Dubuque Fire Department.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

Description

Fire Prevention Week Proclamation

Type

Supporting Documentation

PROCLAMATION

WHEREAS, fire is a serious public safety concern both locally and nationally. According to the United States Fire Administration, residential structure fires are people's greatest risk for fire, killing 3,655 people in 2018; and

WHEREAS, the City of Dubuque is committed to ensuring the safety and security of all those living in and visiting Dubuque; and

WHEREAS, Dubuque residents should identify places in their home where fires can start and eliminate those hazards; install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and

WHEREAS, Dubuque residents should plan and practice a home fire escape plan in order to be ready to respond to an alarm by going outside immediately to a designated meeting place; and

WHEREAS, cooking is the leading cause of home fires and home fire injuries, the 2020 Fire Prevention Week theme "Serve Up Fire Safety in the Kitchen™" effectively serves to remind us that we need to take personal steps to increase our safety from fire.

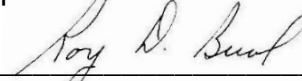
NOW THEREFORE, I, ROY D. BUOL, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF AND THE CITIZENS OF DUBUQUE, DO HEREBY PROCLAIM THE OCTOBER 4-10, 2020 AS

"FIRE PREVENTION WEEK"

IN THE CITY OF DUBUQUE, IOWA AND URGE EVERYONE TO BE AWARE OF THEIR SURROUNDINGS, RESPOND WHEN THE SMOKE ALARM SOUNDS BY EXITING THE BUILDING IMMEDIATELY, AND SUPPORT THE PUBLIC SAFETY ACTIVITIES AND EFFORTS OF THE DUBUQUE FIRE DEPARTMENT.

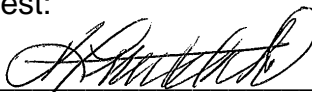


IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 21st day of September 2020.



Roy D. Buol, Mayor

Attest:



Kevin S. Firnstahl, CMC, City Clerk

2021: Submitted and accepted by Fire Chief Rick Steines.

**City of Dubuque
City Council Meeting**

Consent Items # 1.

ITEM TITLE: Minutes and Reports Submitted
SUMMARY: City Council proceedings of 9/8; Historic Preservation Commission of 8/20; Zoning Advisory Commission of 9/2; Zoning Board of Adjustment of 8/27, 9/4.
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File

ATTACHMENTS:

Description	Type
City Council Proceedings of 9/8/20	Supporting Documentation
Historic Preservation Commission Minutes of 8/20/20	Supporting Documentation
Zoning Advisory Commission Minutes of 9/2/20	Supporting Documentation
Zoning Board of Adjustment Minutes of 8/27/20	Supporting Documentation
Zoning Board of Adjustment Minutes of 9/4/20	Supporting Documentation

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

The Dubuque City Council met in special session at 5:00 p.m. on September 8, 2020.

Due to the COVID-19 pandemic and mandates for social distancing, this meeting was conducted virtually and aired live on CityChannel Dubuque (Mediacom cable channels 8 and 117.2), streamed live on the city's website at www.cityofdubuque.org/media, and streamed live on the City's Facebook page at www.facebook.com/cityofdubuque.

Present: Mayor Buol; Council Members Cavanagh, Jones, Lynch, Resnick, Roussell, Sprank; City Manager Van Milligen, City Attorney Brumwell

Mayor Buol read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on COVID-19 Updates.

**WORK SESSION
Updates on the Internal and Community-Facing Responses
to the COVID-19 Pandemic**

- Community COVID-19 Update & Communication Response: Mary Rose Corrigan, Public Health Specialist: Highlights included Dubuque County COVID-19 Epi Curve, deaths, and hospitalizations; 14-day positivity rate average; new cases trendline Aug. 1-Sept. 1; cases by age group as of Sept. 2; Iowa State Report as of Aug. 30; red zone / yellow zone localities; weekly totals of county residents tested; data discrepancies.
Ms. Corrigan also addressed the face covering mandate, #MaskUpDBQ, and what impacts compliance and behavioral choices.
- Update on Housing & Utility Assistance Programs: Alexis Steger, Housing & Community Development Director
- Fiscal Year 21 Revenue & Budget Update: Jennifer Larson, Finance & Budget Manager

The presenters responded to questions from the City Council following their presentations.

Assistant City Manager Cori Burbach advised that due to the work session running long, information from the following agencies would be provided to the Council at a later time: Community Foundation of Greater Dubuque Update; United Way of Dubuque Update; and Greater Dubuque Development Corporation.

There being no further business, Mayor Buol declared the work session adjourned at 6:32 p.m.

/s/Kevin S. Firnstahl, CMC
City Clerk

1t 9/16

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

The Dubuque City Council met in regular session at 6:32 p.m. on September 8, 2020.

Due to the COVID-19 pandemic and mandates for social distancing, this meeting was conducted virtually and aired live on CityChannel Dubuque (Mediacom cable channels 8 and 117.2), streamed live on the city's website at www.cityofdubuque.org/media, and streamed live on the City's Facebook page at www.facebook.com/cityofdubuque. Public input was available through GoToMeeting, ctyclerk@cityofdubuque.or and www.facebook.com/cityofdubuque.

Present: Mayor Buol; Council Members Cavanagh, Jones, Lynch, Resnick, Roussell, Sprank; City Manager Van Milligen, City Attorney Brumwell

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

PLEDGE OF ALLEGIANCE

SWEARING IN

1. Swearing-In: Mayor Buol administered the Oath of Office to Mayor Pro Tem Kevin Lynch.

MAYOR'S STATEMENT ON RACISM

Mayor Buol read his new release reiterating the City Council's resolution denouncing racism following a racially charged voice mail message left at the Dubuque Dream Center. Mayor Buol emphasized the benefits of the many programs the Dream Center and its contribution to the community.

PROCLAMATION(S)

1. Rail Safety Week (September 21 - 25, 2020) was accepted by Mayor Buol on behalf of Operation Lifesaver / CN Railroad.

2. Days of Peace and Non-Violence (September 20-27, 2020) was accepted by Art Roche, 5451 Meadow Court, Asbury; and R.R.S. Stewart, 460 Summit Street, of the Dubuque International Day of Peace Coordinating Committee.

CONSENT ITEMS

Motion by Jones to receive and file the documents, adopt the resolutions, and dispose

of as indicated. Seconded by Resnick. Staff stated that no public input was received regarding Consent Agenda items. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of 8/10, 8/11, 8/12, 8/17; Community Development Advisory Commission of 8/19; Human Rights Commission of 7/13; Library Board of Trustees of 6/25, 7/23, and Council Update #201 of 8/27; Proof of Publication for City Council Proceedings of 7/27, 7/28, 8/3, 8/6, 8/10, 8/11, 8/12, and 8/17; Proof of Publication for List of Claims and Summary of Revenues for Month Ending 7/31. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Thomas Duccini for property damage, Joseph Michael Ironside for property damage, Sharon Stratton for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Thomas Duccini for property damage, Joseph Michael Ironside for property damage, Michelle Scott for vehicle damage, Sharon Stratton for property damage, Donald Weig for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: City Manager recommending City Council approval for payment of City expenditures. Upon motion the documents were received and filed, and Resolution No. 262-20 Authorizing the Director of Finance and Budget/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. State of Iowa CARES Relief Fund Reimbursement Resolution: City Manager recommending approval of a resolution requesting reimbursement from the State of Iowa Cares Relief Fund. Upon motion the documents were received and filed, and Resolution No. 263-20 Resolution by the City of Dubuque, Iowa to request reimbursement for eligible costs related to the COVID-19 Public Health Emergency from the Iowa COVID-19 Government Relief Fund was adopted.

6. Metx, Inc. 3rd Amendment to Development Agreement for 1690 Elm Street: City Manager recommending approval of a Third Amendment to the Development Agreement between the City of Dubuque and Metx, LLC for the redevelopment of property at 1690 Elm Street that extends the completion date of the minimum improvements to December 31, 2020. Upon motion the documents were received and filed, and Resolution No. 264-20 Approving the Third amendment to Development Agreement between the City of Dubuque, Iowa and Metx, LLC was adopted.

7. AmeriCorps Partners in Learning Grant Agreement for 2020-2021: City Manager recommending approval of the 2020-2021 AmeriCorps Formula Grant Agreement for the City's Creating Opportunities Teen Grant from the Iowa Commission on Volunteer Service. Upon motion the documents were received, filed and approved.

8. Success Through Entrepreneurship & Unified Partnerships (STEP UP) Contract with Fountain of Youth: City Manager recommending approval of an agreement to formalize the relationship between Fountain of Youth and the City of Dubuque and to set forth some of the procedures of the STEP Up Program that provides a stipend for training and startup costs for the creation of a business. Upon motion the documents were received, filed and approved.

9. Non-Profit Support Grant Agreements: City Manager recommending approval of five Fiscal Year 2021 Non-Profit Support Grant funding recommendations proposed by the Community Development Advisory Commission. They include: Catholic Charities, Convivium Urban Farmstead, Four Mounds, Opening Doors, and Steeple Square. Upon motion the documents were received and filed, and Resolution No. 265-20 Authorizing execution of Community Development Block Grant (CDBG CARES Act) Funded Non-Profit Support Agreements was adopted.

10. Contracted Services Agreement with the Dubuque Dream Center: City Manager recommending approval of the Contracted Services Agreement with Dubuque Dream Center for the City's financial support for Fiscal Year 2021. Upon motion the documents were received, filed and approved.

11. Contracted Services Agreement with the Dubuque Area-Labor Management Council: City Manager recommending approval of the Contracted Services Agreement with the Dubuque Area Labor-Management Council for the City's financial support for Fiscal Year 2021. Upon motion the documents were received, filed and approved.

12. Contracted Services Agreement with Dubuque Main Street: City Manager recommending approval of the Contracted Services Agreement with Dubuque Main Street for the City's financial support for Fiscal Year 2021. Upon motion the documents were received, filed and approved.

13. Contracted Services Agreement with the Fountain of Youth: City Manager recommending approval of the Contracted Services Agreement with the Fountain of Youth Program for the City's financial support for Fiscal Year 2021. Upon motion the documents were received, filed and approved.

14. Contracted Services Agreement with the Greater Dubuque Development Corporation: City Manager recommending approval of the Contracted Services Agreement with the Greater Dubuque Development Corporation for the City's financial support for Fiscal Year 2021. Upon motion the documents were received, filed and approved.

15. Contracted Services Agreement with Inclusive Dubuque: City Attorney recommending approval of the Contracted Services Agreement with the Community Foundation of Greater Dubuque: Inclusive Dubuque for the City's financial support for Fiscal Year 2021. Upon motion the documents were received, filed and approved.

16. Contracted Services Agreement with Project HOPE: City Attorney recommending approval of the Contracted Services Agreement with the Community Foundation of Greater Dubuque: Project HOPE for the City's financial support for Fiscal Year 2021. Upon motion the documents were received, filed and approved.

17. Purchase of Three Paratransit Buses: City Manager recommending approval to purchase three paratransit minibuses from Hoglund Bus Co. Upon motion the documents were received, filed and approved.

18. Green Iowa AmeriCorps Program Co-Host Agreement for 2020-2021: City Manager recommending approval of a Co-Host Agreement with Green Dubuque for the 2020-2021 Green Iowa AmeriCorps Program for hosting an Energy and Community Team. Upon motion the documents were received, filed and approved.

19. Certified Local Government (CLG) Grant Report for Four Mounds Protection Plan: City Manager recommending approval of the Certified Local Government (CLG) grant report required by the Iowa State Historic Preservation Office for the Protection Plan for Four Mounds and authorize the mayor to sign the Request for Reimbursement documents on behalf of the City of Dubuque. Upon motion the documents were received, filed and approved.

20. Kwik Trip Kares Grant Program: City Manager recommending approval to apply for the Kwik Trip Kares Grant to provide funds for smoke detectors for needy Dubuque residences. Upon motion the documents were received, filed and approved.

21. Proposed Downtown Rehabilitation Grant Award for 1575-1577 Washington Street: City Manager recommending approval of a Downtown Rehabilitation Grant award to Gabriel Mozena for the Housing Incentive Grant. Upon motion the documents were received and filed, and Resolution No. 266-20 Approving a Grant Agreement between the City of Dubuque, Iowa and Gabriel Mozena for the redevelopment of 1575-1577 Washington Street was adopted.

22. Proposed Downtown Rehabilitation Grant Award for 2887 Central Avenue: City Manager recommending approval of a Downtown Rehabilitation Grant award to Jenna Manders to create nine, new market-rate housing units at 2887 Central Avenue. Upon motion the documents were received and filed, and Resolution No. 267-20 Approving a Grant Agreement between the City of Dubuque, Iowa and Jenna Manders for the redevelopment of 2887 Central Avenue was adopted.

23. Downtown Rehabilitation Grant Award for 441-443 Locust Street: City Manager recommending approval of a Downtown Rehabilitation Grant Award to The Fischer Companies c/o Tony Pfohl, to create two new market-rate housing units at 441-443 Locust. Upon motion the documents were received and filed, and Resolution No. 268-20 Approving a Grant Agreement between the City of Dubuque, Iowa and the Fischer Companies for the Redevelopment of 441-443 Locust Street was adopted.

24. Pre-Annexation Agreement with Mark J. McClain: City Manager recommending approval of a Pre-Annexation Agreement with Mark J. McClain in conjunction with a request for approval of the Plat of Survey for 59.43 acres located at 15866 McClain Lane in Dubuque County, Iowa and in conjunction with approving the Plat of Survey. Upon motion the documents were received and filed, and Resolution No. 269-20 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and Mark J. McClain was adopted.

25. Pre-Annexation Agreement with Edward J. Leonard: City Manager recommending approval of a Pre-Annexation Agreement with Edward J. Leonard, for property located at 10611 Key West Drive in conjunction with his request to connect to City water. Upon motion the documents were received and filed, and Resolution No. 270-20 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and Edward J. Leonard was adopted.

26. Dubuque Regional Humane Society Contract Extension: City Manager recommending approval to extend the current Dubuque Regional Humane Society contract through November 30, 2020, to allow time for the necessary revisions and negotiations. Upon motion the documents were received, filed and approved.

27. Awarding the 2020 Asphalt Overlay Ramp Project 3B: City Manager recommending that the award for the 2020 Asphalt Overlay Access Ramp Project 3B be officially recorded in the minutes of the City Council. Upon motion the documents were received, filed and made a Matter of Record.

28. Acceptance of the Hillcrest-Rosemont Detention Basin Project: City Manager recommending acceptance of the public improvement contract for the Hilcrest-Rosemont Detention Basin Project, as completed by Eastern Iowa Excavating & Concrete, LLC. Upon motion the documents were received and filed, and Resolution No. 271-20 Accepting the Hillcrest / Rosemont Detention Basin Project and authorizing the payment to the contractor was adopted.

29. Acceptance of the Jackson Street Reconstruction Project from 11th to 12th Streets: City Manager recommending acceptance of the construction contract and establishment of the Final Schedule of Assessments for the Jackson Street (11th to 12th) Reconstruction Project, as completed by Drew Cook & Sons Excavating. Upon motion the documents were received and filed, and Resolution No. 272-20 Accepting the Jackson Street (11th to 12th Streets) Reconstruction Project and authorizing the payment of the contract amount to the contractor; and Resolution No. 273-20 Adopting the Final Assessment Schedule for the Jackson Street (11th to 12th) Reconstruction Project were adopted.

30. Acceptance of the Westside Water System Fire Hydrant Installation Project: City Manager recommending acceptance of the Westside Water System Improvements Project, including the installation of fire hydrants in the former Vernon Water System and

additional hydrants in Barrington Lakes as completed by Kueter Equipment Company. Upon motion the documents were received and filed, and Resolution No. 274-20 Accepting the Westside Water System Fire Hydrant Installation Project and authorizing final payment to the contractor was adopted.

31. Dubuque Metropolitan Area Solid Waste Agency (DMASWA) Grant of Easement for Water Main Utility: City Manager recommending acceptance of a Grant of Easement for Water Main Utility over Dubuque Metropolitan Area Solid Waste Agency (DMASWA) Property in Dubuque, Iowa, as part of the DMASWA Water Main Extension Project - Phase 1. Upon motion the documents were received and filed, and Resolution No. 275-20 Accepting a Grant of Easement for Water Main Utility through, over and across part of the balance of Lot 1 of Lot 2 of Lot 1, except Lot A of Lot 1 of Lot 2 of Lot 1, of the Subdivision of the North Fractional Half of the Northeast Quarter of Section 6, Township 88 North, Range 2 East of the Fifth P.M., in the City of Dubuque, Dubuque County, Iowa was adopted.

32. Adoption of Code of Ordinances Supplement No. 2020 S-1: City Clerk recommending adoption of Supplement No. 2020 S-1 to the City of Dubuque of Ordinances that codifies Ordinances Nos. 1-20 through 31-20. Upon motion the documents were received and filed, and Resolution No. 276-20 Adopting Supplement No. 2020 S-1 to the Code of Ordinances of the City of Dubuque, Iowa was adopted.

33. City Assessor's Office - Notification of Property Tax Appeals: Correspondence from City Assessor Troy Patzner advising the City of an additional property tax appeal before the Iowa Property Assessment Board for property at 6485 N. Wellington Lane. Upon motion the documents were received and filed.

34. Improvement Contracts / Performance, Payment and Maintenance Bonds: Portzen Construction, Inc. for the Kaufmann Avenue Storm Sewer Improvement Project from Francis Street to N. Main Street and Alternate 1 for 17th Street Storm Sewer - Intakes at Heeb Street. Upon motion the documents were received, filed and approved.

35. Alcohol and Tobacco License Applications: City Manager recommending approval of annual liquor, beer, wine and tobacco license applications as submitted. Upon motion the documents were received and filed, and Resolution No. 277-20 Approving applications for beer, liquor, and/or wine permits, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits; and Resolution No. 278-20 Approving applications for retail cigarette/tobacco sales/nicotine/vapor permits, as required by Iowa Code Chapter 453A.47A were adopted.

ITEMS SET FOR PUBLIC HEARING

Motion by Lynch to receive and file the documents, adopt the resolutions, set the public hearings as indicated, and direct the City Clerk to publish notice as prescribed by law. Seconded by Roussell. Motion carried 7-0.

1. Grant of Easement to BVM-PHS Senior Housing, Inc.: City Manager recommending that the City Council set a public hearing for September 21, 2020, to grant a private sanitary sewer easement across City-owned property along Julien Dubuque Drive to BVM-PHS Senior Housing, Inc. as part of the Mt. Carmel Campus improvements project. Upon motion the documents were received and filed and Resolution No. 279-20 Resolution of Intent to dispose of City interest by Grant of Easement for sanitary sewer utility to BVM-PHS Senior Housing, Inc. across part of lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying north of Julien Dubuque Drive, Dubuque County, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 21, 2020.

2. Fiscal Year 2021 First Budget Amendment: City Manager recommending that the first Fiscal Year 2021 Budget Amendment be set for public hearing for September 21, 2020. Upon motion the documents were received and filed and Resolution No. 280-20 Setting the date for the public hearing on Amendment No 1 to the Fiscal Year 2021 Budget for the City of Dubuque was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 21, 2020.

3. Cancer Survivor Park Lease with Finely Hospital: City Manager recommending that a public hearing be set for September 21, 2020 on the intent to dispose of City-owned real property by Lease Agreement with The Finley Hospital for Cancer Survivor Park at W. 3rd Street and College Street. Upon motion the documents were received and filed and Resolution No. 281-20 Resolution of Intent to dispose of an interest in real property by lease to the Finley Hospital was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 21, 2020.

4. Radford Road Urban Renewal Area - Resolution of Necessity: City Manager consideration of a resolution that authorizes and directs the City Manager to prepare a proposed Urban Renewal Plan (the "Plan") for the Radford Road Urban Renewal District (the "District") and sets a public hearing on the proposed Urban Renewal Plan for September 28, 2020. Upon motion the documents were received and filed and Resolution No. 282-20 Authorizing and directing the City Manager to prepare an Urban Renewal Plan for the Radford Road Urban Renewal District and setting the date for a public hearing and consultation on the proposed Urban Renewal Plan for said District was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 28, 2020.

[Due to the ongoing COVID-19 pandemic, the City Council will meet virtually through GoToMeeting. The official agenda will be posted on Friday prior to the meeting and will contain listening, viewing, and public input options. The City Council agenda can be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.]

BOARDS/COMMISSIONS

Boards and Commission Applicant Review: Applicants were invited to address the City Council regarding their desire to serve on the following Boards/Commissions.

1. Cable Television Commission: One, 3-Year term through July 1, 2023 (Vacant term of Tigges). Applicant: Ronald Tigges, 4927 Wild Flower Dr.

2. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2025 (Vacant term of Specht). Applicants: Nicole Breitbach, 275 Fremont Ave.; Jade Romagna, 998 June Dr.; Whitney Sanger, 2250 Clydesdale Crt. Ms. Breitbach spoke in support of her appointment and provided a brief biography. Mayor Buol stated for the record that Ms. Sanger submitted an email letter in support of her appointment.

Appointments were made to the following Commission.

3. Housing Commission: Two, 3-Year terms through August 17, 2023 (Expiring terms of Craddieth and Eudaley). Applicants: Janice Craddieth, 1603 Washington St. (Additional Applicant); Amy Eudaley, 950 Wood St.; Joshua Richard, 439 Lowell St. Upon roll-call vote Ms. Craddieth and Ms. Eudaley were appointed to the 3-year terms. Craddieth = 6 (Lynch, Sprank, Buol, Cavanagh, Jones, Resnick); Eudaley = 6 (Lynch, Buol, Cavanagh, Roussell, Jones, Resnick); Richard – 2 (Sprank, Roussell).

PUBLIC INPUT

Due to the COVID-19 pandemic and mandates for social distancing, public input was made available through GoToMeeting chat function, City Council and City Clerk email accounts, and the City of Dubuque's Facebook Live page. Staff stated that no online public input was received.

ACTION ITEMS

1. Greater Dubuque Development Corporation - Quarterly Update: President and CEO Rick Dickinson verbally presented the quarterly update on the activities of the Greater Dubuque Development Corporation. Highlights included four components having an impact on the regional economic development situation 1) COVID-19 Pandemic, 2) social unrest, 3) national disasters, 4) recession; positive downward trend of unemployment rates from July records; challenges to hiring/unemployment for local employers/employees, www.accessdubuquejobs.com; expiration dates of COVID-19-related unemployment benefits ; GDDC planning sessions focused on beta initiative in collaboration with public/private sectors and non-profit employers as well as higher learning institutions. Motion by Lynch to receive and file the information. Seconded by Cavanagh. Motion carried 7-0.

2. Five Flags Civic Center Annual Report for Fiscal Year 2020: Five Flags Manager HR Cook, with ASM Global (formerly SMG), the private management company for Five Flags, presented the Five Flags Civic Center FY 2020 Annual Report and fiscal year-end financials. Highlights included: COVID-19 impact on operations; FY2020 events in review

and highlights (pre-pandemic); upgraded WiFi Service; community outreach; event analysis days/attendance; staffing changes; FY 2020 year-end financials; impacted events; what was lost/ what can be controlled; Venue Shield cleaning and sanitation protocol; news coverage and social media; Solidarity mural. Mr. Cook responded to questions from the City Council. Motion by Cavanagh to receive and file the information. Seconded by Roussell. Motion carried 7-0.

3. Code of Ordinances Amendments - Title 14 Emergency Escape and Rescue Openings - Second Reading: City Manager recommending approval of amendments to the City of Dubuque Code of Ordinances - Building Code for emergency escape and rescue openings. Motion by Resnick to receive and file the documents and consider the second reading of the four proposed ordinances amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article J Property Maintenance Code, Section 14-1J-2 International Property Maintenance Code Amendments; amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article B Residential Code, Sections 14-1B-1 International Residential Code Adopted and 14-1B-2 International Residential Code Amendments; amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1, Building Codes, Article J, Property Maintenance Code Section 14-1J-2 International Property Maintenance Code Amendments; and amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1, Building Code. Seconded by Sprank. City Manager Van Milligen and Housing and Community Development Director Alexis Steger referenced additional information provided with the agenda and stated that staff had met with the Dubuque Area Landlords Association on August 27 and will meet again on September 9. The third reading of the ordinances is on September 21, 2020. Motion carried 7-0.

4. White House Coronavirus Task Force Report -Changing Iowa from a Red Zone to Yellow Zone: City Manager providing a copy of the White House Coronavirus Task Force's Report for the State of Iowa as of August 30, 2020. Motion by Cavanagh to receive and file the documents. Seconded by Resnick. Motion carried 7-0.

5. Interagency (28E) Agreement with Dubuque County and the Dubuque Soil and Water Conservation District: City Manager recommending adoption of a resolution authorizing the executive of a 28E Agreement with Dubuque County and the Dubuque Soil and Water Conservation District for the purpose of collaborating on stormwater management efforts, the City's NPDES MS4 permit requirements, and the City's nutrient reduction strategy at the Water and Resource Recovery Center. Motion by Jones to receive and file the documents and adopt Resolution No. 283-20 Authorizing the execution of a 28E Agreement with Dubuque County and the Dubuque Soil and Water conservation District to collaborate on stormwater flooding and water quality issues throughout Dubuque County. Seconded by Sprank. Motion carried 7-0.

6. Community Development Block Grant (CDBG) Fiscal Year 2020 Annual Action Plan Amendment #3:City Manager recommending approval of Fiscal Year 2020 Community Development Block Grant (CDBG) Annual Action Plan Amendment 3 – adjustments to

CDBG-CV (CARES Act) allocation to provide more funding to the activities that showed the greatest need in preventing, preparing for and responding to the Coronavirus pandemic. Motion by Roussell to receive and file the documents and adopt Resolution No. 284-20 Adopting Amendment No. 3 to the Fiscal year 2020 (Program year 2019) Community Development Block Grant(CDBG) Annual Action Plan. Seconded by Jones. Responded to questions from the City Council, City Manager Van Milligen and Housing and Community Development Director Alexis Steger addressed the issues of affordability and limited access and what current providers and the Dubuque Community School District toward solutions. Mr. Van Milligen stated that the City Council can expect a discussion in about 60 day. Motion carried 7-0.

7. Iowa Economic Development Authority (IEDA) Application for Use of CDBG-CV Funding: City Manager recommending approval of the Iowa Economic Development Authority application to apply for additional Community Development Block Grant CARES Act Funding. Motion by Jones to receive and file the documents and adopt Resolution No. 286-20 Authorizing the Mayor to execute an application for the State of Iowa Economic Development Administration CDBG-CV Funding. Seconded by Cavanagh. Motion carried 7-0.

8. Roosevelt Street Water Tower Construction Update Video: Media Services showed a video of the recent progress of the Roosevelt Street Water Tower Construction Project. Motion by Roussell to receive and file the information. Seconded by Resnick. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Mayor Buol advised that everyone stay safe, social distance, and mask up to protect themselves and everyone around them.

There being no further business, Mayor Buol declared the meeting adjourned at 8:04 p.m.

/s/Kevin S. Firnstahl, CMC
City Clerk

1t 9/16

**MINUTES
HISTORIC PRESERVATION COMMISSION
REGULAR SESSION**

5:30 p.m.

Thursday, August 20, 2020

Virtual Meeting

Commissioners Present: Chairperson Bill Doyle and Commissioners Christina Monk, David Klavitter, John McAndrews, Melissa Daykin Cassill, Joseph Rapp, and Craig Reber.

Commissioners Excused: Rick Stuter and Brandi Clark.

Commissioners Unexcused: None.

Staff Members Present: Wally Wernimont and Chris Happ Olson.

CALL TO ORDER: The meeting was called to order by Chairperson Doyle at 5:43 PM p.m. Staff Member Happ Olson announced that due to the COVID-19 pandemic and mandates for social distancing, the meeting was conducted entirely virtually.

MINUTES: Motion by Klavitter, seconded by Doyle, to approve the minutes of the July 16, 2020 meeting as submitted. Motion carried by the following vote: Aye – Daykin Cassill, Klavitter, McAndrews, Reber, Rapp, and Doyle; Nay – none, Abstain - Monk.

ACTION ITEMS:

Demolition Request: Application of Jeff Udelhofen to obtain a Demolition Permit for 2124 White St., Washington Neighborhood Conservation District.

Staff person Happ Olson presented the staff report. She noted the property is located in a conservation district. The role of the commission is to review demolition only, and she deferred to the role stated near the end of the staff report. She referred to the history of the property and the age, style and condition of the structure. She noted and the applicant verified that the structure is vacant. She noted that previous surveys of the property have indicated the property is not architecturally or historically significant. She explained the owner, which also owns the adjacent structure to the south, is looking to expand that business. She referred to images and Sanborn Fire Insurance Maps of the property noting a mix of building materials and close proximity to adjacent structures. She explained the property has not been identified to be National Register Eligible.

Staff explained the role of the commission with regards to review of a demolition of structure in a conservation district.

The Commission discussed with staff what non-supportive vs. non-contributing means in surveys. Commission discussed the age of the surveys and how the determinations were made as part of the survey.

Jeff Udelhofen noted that the building has been deteriorated to the point it is beyond rehabilitation. He explained his intent is to expand his business onto the adjoining lot for use as a parking lot or an addition.

Commissioner Daykin Cassill asked the applicant the condition of the property. Mr. Udelhofen said the interior of the building would need to be gutted and completely remodeled. He stated there is a need for parking in the neighborhood.

Commissioner Klavitter discussed whether the building has architectural or historical significance. Commissioner Monk noted that she used the surveys for her determination and does not disagree with this survey. Commissioner Doyle noted the building is a shotgun style structure typical for the neighborhood and therefore has significance.

Commissioner Klavitter asked if the siding could be removed and a portion reconstructed if it would be National Register Eligible. Staff person Happ Olson noted there may be potential, but that is not under the commissioner's review or consideration.

Motion by Daykin Cassill, seconded by Monk, to approve the application as presented. Motion carried by the following vote: Aye – Daykin Cassill, Monk, Reber, Klavitter, McAndrews, Rapp; Nay – Doyle.

Demolition Request: Application of Matthew Kline to obtain a Demolition Permit for 244 W. 2nd St., Downtown Neighborhood Conservation District.

Staff person Happ Olson presented the staff report. She noted the request is for a demolition permit for the structure at 244 W. 2nd Street in the Downtown Conservation District. She said it is not located in a local or National Register listed historic district. She referred to the previous historical surveys. She noted that Jim Jacobsen indicated the property is not National Register Eligible as part of a 2014 survey and is not part of an identified potential historic district. She described the building materials and referred to photo documentation of the structure in the staff report. She referred to aerial photos and Sanborn fire insurance maps of the site. She noted the age of the building unclear from historic documentation with conflicting information, with a build date somewhere likely between 1964 and 1980. She noted the property is not National Register Eligible.

Commissioner Rapp noted the concrete block building was not present when he was in grade school. He said the date is likely after 1978.

Andrew McCready, Architect with 563 Design, 1268 Locust, spoke as a representative of the owner. He explained they are proposing to demolish the building and construct a new building with apartments on the second floor.

Motion by Klavitter, seconded by Rapp, to approve the application as presented. Motion carried by the following vote: Aye – Daykin Cassill, Monk, Klavitter, McAndrews, Reber, Rapp, and Doyle; Nay – none.

ITEMS FROM PUBLIC: No items from the public.

ITEMS FROM COMMISSION: No items from the Commission.

ITEMS FROM STAFF: Request for direction from staff for 1450 Iowa Street.

Kris Neyen, Housing Rehabilitation Supervisor, referred to the memo from Alexis Steger, Director of the Housing and Community Development Department. Neyen noted they inspected the property with Housing Inspector Alex Rogan. She said rehabilitation of building could be feasible, however, the condition of the garage is very poor. She noted that Housing took over the True North Initiative and has the ability to put funds into the building. She expressed concern that if the garage was required to be restored, it may use up many available funds, leaving less for the restoration of the house. She wanted some feedback to what could be done to the building.

Staff person Happ Olson referred to architectural and historical significance of the property, noting it has been in the same family ownership since at least 1881. She referred to the previous historical and architectural surveys. She noted the property is listed as a contributing structure to the Jackson Park National Register Historic District. She discussed the condition and historical status of the detached garage.

Commissioner Doyle discussed that the City would not be eligible for historic tax credits if the property was acquired. He noted that he spoke with the property owner who indicated that the garage, or a portion thereof, was built over the course of a weekend by the owner and friends.

Housing Rehabilitation Supervisor Neyen noted that the city may petition the court for the property. Staff person Happ Olson stated that she had spoken to Duane Hagerty, CEO/President at Heritage Works, earlier that day about the structure. He expressed interest in Heritage Works potentially acquiring the structure and restoring it using historic preservation tax credits, which the City would not be eligible for. Further discussion about feasibility of restoration depending on ownership structure continued amongst staff and the Commission. Commissioner Klavitter disclosed and reminded the Commission that he is on the board of Heritage Works and Commissioner Doyle is staff to the organization.

The Commission discussed tax incentives for the property. They noted that loss of the garage would not impact the significance of the residence. Staff person Happ Olson suggested a meeting between the City and Heritage Works to discuss potential options

for a feasible restoration scenario. Housing Rehabilitation Supervisor Neyen agreed that would be helpful.

No further action was taken or requested.

ADJOURNMENT: Motion by Klavitter, seconded by Monk to adjourn the Commission meeting. Motion carried by the following vote: Aye – Daykin Cassill, Monk, Klavitter, McAndrews, Stuter, Rapp, Reber, Doyle and Clark; Nay – none.

The meeting adjourned at 6:47 p.m.

Respectfully submitted,

Wally Wernimont, Planning Services Manager

Adopted

**MINUTES
ZONING ADVISORY COMMISSION
REGULAR SESSION**

6:00 p.m.

Wednesday, September 2, 2020

Virtual Meeting

The Zoning Advisory Commission met at 6:00 p.m. on Wednesday, September 2, 2020. Due to the COVID-19 pandemic and mandates for social distancing, this meeting was conducted virtually.

Commissioners Present: Vice Chairperson Martha Christ; Commission Members Steve Baumhover, Rebecca Kemp, Brittany Loeffelholz, Matthew Mulligan, Pat Norton and Rich Russell

Commissioners Excused: None.

Commissioners Unexcused: None.

Staff Members Present: Guy Hemenway, Travis Schrobilgen and Jason Duba

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

MINUTES: Commissioner Russell asked that the minutes be amended to correct the misspelling of his name. Staff indicated they would correct the error.

Motion by Russell, seconded by Mulligan, to approve the minutes of the August 5, 2020 meeting as amended. Motion carried by the following vote: Aye – Baumhover, Kemp, Loeffelholz, Mulligan, Norton, Russell, and Christ; Nay – none.

ACTION ITEM/FINAL PLAT: Application of David Schneider to approve the Final Plat of Cedar Ridge Farm Place No. 17.

Dave Schneider, 906 1st Street North, Farley, Iowa, spoke on behalf of the property owners: Wenzel Towing and Dolphin Custom Cabinets. He said that Wenzel Towing, 3197 Hughes Court, experienced a small landslide at the back of their lot that cascaded into the Catfish Creek floodplain. He said that they needed to excavate and grade to correct the encroachment. He said that they intended to purchase the adjacent property as storage for the excavated material. He said that the property owner does not intend to build on the land.

Staff Member Hemenway detailed the staff report, noting the submitted Plat of Survey of Cedar Ridge Farm Place No. 17 subdivides two abutting lots, one located off of Hughes

Court and the other off of Cedar Cross Court, by removing approximately 1.5 acres from Lot 1 and consolidating it with Lot 2 due to the landslide previously described. He noted that both lots are legally non-conforming as neither currently has frontage on a platted street and neither will have frontage after the split. He said that Lot 2 takes street access from a 24' wide easement across the property at 3195 Hughes Court and that Lot 1 takes access from the property at 3160 Cedar Cross Court. He said that an access easement is not necessary for Lot 1 as both lots are under common ownership.

Staff member Hemenway said that, currently, Lot 1 is zoned LI Light Industrial district and R-1 Single-Family Residential district and Lot 2 is zoned LI Light Industrial district and AG Agricultural district. He noted that if the lot split is approved, Lot 2 will contain R-1, LI and AG districts. He said that expansion of the commercial activity at 3197 Hughes Court will be confined to the portion of Lot 2 that is zoned LI and that any commercial expansion to the AG or R-1 districts on Lot 2 will require that a rezoning be requested and approved.

Staff member Hemenway said that the Iowa Department of Natural Resources is actively involved in dealing with the landslide. He recommended approval of the Final Plat of Cedar Ridge Farm Place No. 17 subject to waiving the lot frontage requirement for Lot 1 and Lot 2.

Commissioners sought clarification regarding the status of the access easement to Lot 2. Staff member Hemenway stated that the access easement had previously been established.

Motion by Mulligan, seconded by Norton, to approve the Final Plat of Cedar Ridge Farm Place No. 17 subject to waiving the lot frontage requirements for Lot 1 and Lot 2.

Motion carried by the following vote: Aye – Baumhover, Kemp, Loeffelholz, Mulligan, Norton, Russell, and Christ; Nay – none.

ACTION ITEM/FINAL PLAT: Application of Dave Schneider to approve the Final Plat property of Derby Grange Subdivision No. 5.

Dave Schneider, 906 1st Street North, Farley, Iowa, spoke on behalf of the owner Ron Breitbach, who was present. He noted that the plat would constitute a major subdivision in the County. He said that property is within two miles of the City Limits which he noted necessitated the Commission's review. He said the subdivision would create four additional lots – reconfiguring two lots into five – four for family and one for Mr. Breitbach. He said that the property is zoned County R-3, so residential development is permitted. He noted that he is working with Dubuque County Soil and Water Conservation District's Urban Coordinator, Eric Schmechel, regarding storm water management. He said that the proposed residences will be similar to other homes in the area. He noted that the subject property shares a well with the Derby Grange Golf Course.

Commissioners asked how many homes could be on a private well like theirs. Mr. Schneider said that four to six homes can be on such a well, but if more than 24 people are using it at one time, it would have to be classified as a public water supply source. Mr. Breitbach clarified that their well is a public water supply source, so it is not an issue to serve additional homes as there is excess capacity. He also clarified that they would not be closing the golf course.

Staff Member Schrobilgen detailed the staff report, noting the submitted Final Plat subdivides Lot 2 in Derby Grange No. 2 and Lot B in Derby Grange No. 3 for a total of 13.55 acres into Lots 1, 2, 3, 4 and 5 in the Derby Grange Subdivision. He noted that the property is located in Dubuque County within the City's 2-mile jurisdiction and is being reviewed jointly by the City of Dubuque and Dubuque County. He said that the subject property is currently zoned County R-3 Residential.

Staff member Schrobilgen said that the plat as proposed will result in three, 1.00-acre lots, one, 1.01-acre lot and one, 9.54-acre lot, all of which are intended to be used for single-family homes. He said that all lots have the required amount of frontage, exceed the minimum required lot area and have utility easements as required. He said that the submitted Final Plat complies with the City of Dubuque's subdivision regulations contained in the Unified Development Code.

Commissioners had no questions and expressed no concerns regarding the proposal.

Motion by Baumhover, seconded by Mulligan, to approve the Final Plat of Cedar Ridge Farm Place No. 17 as submitted. Motion carried by the following vote: Aye – Baumhover, Kemp, Loeffelholz, Mulligan, Norton, Russell, and Christ; Nay – none.

ITEMS FROM PUBLIC: None.

ITEMS FROM COMMISSION: None.

ITEMS FROM STAFF: None.

ADJOURNMENT: Motion by Norton, seconded by Russell to adjourn the September 2, 2020 Commission meeting. Motion carried by the following vote: Aye – Baumhover, Kemp, Loeffelholz, Mulligan, Norton, Russell, and Christ; Nay – none.

The meeting adjourned at 6:20 p.m.

Respectfully submitted,

Guy Hemenway, Assistant Planner

Adopted

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

5:00 p.m.

Thursday, August 27, 2020

Virtual Meeting

The Zoning Board of Adjustment met at 5:00 p.m. on Thursday, August 27, 2020. Due to the COVID-19 pandemic and mandates for social distancing, this meeting was conducted virtually.

Board Members Present: Chairperson Jonathan McCoy, Board Members Keith Ahlvin, Bethany Golombeski, and Gwen Kosel.

Board Members Excused: Matt Mauss

Board Members Unexcused: None

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

CALL TO ORDER: The meeting was called to order by Chairperson McCoy at 5:00 p.m.

MINUTES: Motion by Ahlvin, seconded by Kosel, to approve the minutes of the July 23, 2020 Zoning Board of Adjustment meeting as submitted. Motion carried by the following vote: Aye – Ahlvin, Golombeski, Kosel, and McCoy; Nay – None.

DOCKET – 34-20: Application of Timothy Schmitt, 2515 Pennsylvania Ave., to construct a deck and pool for a total of 2,040 sq. ft. detached accessory structures and 5' from the west side property line, where 1,000 sq. ft. maximum is permitted and 6' minimum is required respectively, in an R-1 Single-Family Residential zoning district.

Timothy Schmitt, 2515 Pennsylvania Avenue, spoke in favor of his request. He explained how the deck and pool would be tucked away behind garage and shed. He said his neighbors are supportive. He explained that his neighbor, Jim Cosley of 2580 Green Street, asked for a privacy fence, which Mr. Schmitt agreed to erect.

Staff Member Schrobilgen detailed the staff report noting the dimensions and location of the deck and pool, their distance from neighboring properties, existing screening, and elevation change. He noted five neighbors submitted letters of support.

The Board discussed the proposal and asked the applicant if he would be amenable to constructing a privacy fence as requested by the neighbor. Mr. Schmitt said that he would agree to build the requested privacy fence

Motion by McCoy, seconded by Ahlvin, to approve the request to construct a deck and pool for a total of 2,040 sq. ft. of detached accessory structures and 5' from the west side property line with the condition that a privacy fence with a minimum of seven feet in height above grade be placed along the west side of the pool and deck. Motion carried by the following vote: Aye – Ahlvin, Golombeski, Kosel, and McCoy; Nay – None.

DOCKET – 35-20: Application of Micah Spivey, 3475 Pennsylvania Ave. to add a unit to a multi-family residence for a deficit of two off-street parking spaces in an R-4 Multi-Family Residential zoning district.

Micah Spivey, 780 Cedar Cross Road, spoke in favor of his request. He explained that these are multi-family properties jointly owned with his partner. He said that half of the basement is finished with a laundry area, and they want to build out the other half for a residential unit. He noted that he receives requests for rental units from low-income people who like being close to work and transit. He stated that approximately half of tenants do not own a vehicle, so there is less demand for parking, making the request feasible.

Staff member Hemenway suggested hearing the applicant's two cases (35-20 and 36-20) together as they were similar requests in close proximity to each other. Chairperson McCoy asked the applicant if the cases were similar and if he wanted to hear them together. Mr. Spivey noted the requests were nearly identical and that his presentation for both would be generally the same.

The Board decided to discuss Docket 35-20 and Docket 36-20 together, as they were very similar. Chairperson McCoy noted that separate votes for each case would be taken.

Staff Member Hemenway detailed the staff report including the Unified Development Code requirement for parking spaces and the deficit that would result from adding another residential unit. He said that the State Urban Design Standards (SUDAS) would not allow driveway access to Pennsylvania Avenue and would not allow additional parking to be created with direct pull-in/back-out access to Westridge Court, making it difficult, if not impossible, to create a compliant parking lot. He also noted that images provided in the packet and those pulled up during the meeting showed empty parking spaces and added that on-street parking was allowed around Westridge Court. He said that a variance for 3 total parking spaces should not adversely impact adjacent properties.

Board members stated they did not have any concerns or questions regarding the case.

Motion by Ahlvin, seconded by Golombeski, to approve the request to add a unit to a multi-family residence for a deficit of two off-street parking spaces in an R-4 Multi-Family Residential zoning district. Motion denied for lack of three affirmative votes by the following vote: Aye – Ahlvin and Golombeski. Nay – Kosel and McCoy both citing

criteria 4.

DOCKET – 36-20: Application of Micah Spivey, 3495 Pennsylvania Ave. to add a unit to a multi-family residence for a deficit of one off-street parking space in an R-4 Multi-Family Residential zoning district.

The Board decided to discuss Docket 35-20 and Docket 36-20 together, as they were very similar. Chairperson McCoy noted that separate votes would be taken. See Docket 35-20 for proceedings of the discussion.

Motion by Ahlvin, seconded by Golombeski, to approve the request to add a unit to a multi-family residence for a deficit of one off-street parking space in an R-4 Multi-Family Residential zoning district. Motion denied for lack of three affirmative votes by the following vote: Aye – Ahlvin and Golombeski. Nay – Kosel and McCoy, both citing criteria 4.

DOCKET – 37-20: Application of Steven and Kimberly Cotton, 190 Bradley St. to build a 20' x 16' deck 8' from the front property line (Whelan Street) where, 20' minimum is required, in an R-1 Single-Family Residential zoning district.

Steven Cotton, 190 Bradley Street, spoke in favor of his request. He clarified that the aerial photo shown with the rendering of his deck was taken before the addition to his house was completed. Staff displayed a current Pictometry view showing the addition enabling the Board to better understand the request.

Staff Member Schrobilgen explained that the proposed deck will be set back approximately 4' from the side of the house, 8' from the property line and 22' from the Whelan Street pavement. He said the deck should not block the view for vehicular or pedestrian traffic along Whelan Street or from the nearest driveway.

The Board asked whether the greenery along Whelan Street would remain. Mr. Cotton indicated that it would.

Motion by Golombeski, seconded by Ahlvin, to approve the request to build a 20' x 16' deck 8' from the front property line (Whelan Street). Motion carried by the following vote: Aye – Ahlvin, Golombeski, Kosel, and McCoy; Nay – None.

DOCKET – 38-20: Application of Joshua Martyn and Natalie Romeo-Martyn, 2620 Knob Hill Dr. to place a 7' high fence along the front property line (Knob Hill Dr.) where, 4' high maximum is permitted, and to place a deck and pool 5' from the front property line and 0' from the south side property line where, 20' and 6' minimum are required, respectively, in an R-1 Single-Family Residential zoning district.

Joshua Martyn, 2620 Knob Hill Drive, spoke in favor of his request. He said that the proposed location of the pool was at the bottom of the hill in the back yard and placed

well away from neighbors to reduce the impact of noise associated with the pool. He said the purpose of the pool was for aquatic therapy for his son, who he said has not been able to do therapy because of COVID19 closing pools. He also stated that he made some revisions to his request by lowering the fence height to six feet, planting vegetation in front of the fence, and moving the fence back another two feet from its current location. He noted he had contacted his adjacent neighbors and that prompted him to make the revisions.

Steve Rodham, 850 Camilla Court, spoke against the proposal, saying the pool would be a nuisance due to noise and that the six-foot fence would give the yard a “compound” look and that both the fence and pool would lower nearby property values.

Mr. Martyn said that he had contacted realtors who thought a fence and pool would not have much effect on property values. He said that he does not want to be a nuisance, so he will work to make fences match and will screen with plants. He stated his neighbor across the street is in favor of the proposal.

Mr. Martyn also noted that he plans to remove a chicken coop because of the neighbors’ complaints. He said that he is concerned, because people have been coming onto his property to take pictures and he is on a corner lot that lacks privacy. He said that he is hoping to get some privacy for his back yard and family. He said that he does not know what he can do to screen the pool and limit the impact to the neighbor at 850 Camilla who is situated uphill. He said he is working to make the yard more appealing.

Staff Member Hemenway detailed the staff report. He explained that corner lots such as these have the disadvantage of having two frontages. He also noted the property may have a topographic hardship due to the grade change across the back yard. He noted that the proposed location would move the pool further from the neighbors at 850 Camilla and would be in a better position for screening from the remaining adjacent neighbors.

The Board asked about the slope, which was displayed on screen with a topographic layer. Staff noted that this indicated a change in grade of about six feet. The Board noted they were hesitant to approve the request because they agreed with some of the neighbors’ concerns. The Board asked Mr. Martyn if he would be willing to table his request until next month to give him time to work with his neighbors on a compromise.

Mr. Martyn expressed pessimism about this option and noted that his experience with the neighbors over the last few weeks was unpleasant, He said; however, that he would be willing to try and was amenable to tabling.

Motion by McCoy, seconded by Kosel, to approve the applicant’s request to table the request until the next regular meeting. Motion carried by the following vote: Aye – Ahlvin, Golombeski, Kosel, and McCoy; Nay – None.

DOCKET – 39-20: Application of Erin & Jeremiah DeHeck, 1010 S. Grandview Ave. to construct a 28' x 35' detached garage, 16' in height, for a total of 1,280 sq. ft. of detached accessory structures and 3' from the northwest side property line, where 15' in height, 1,000 sq. ft. maximum detached accessory structures, and 6' minimum are required respectively, in an R-1 Single-Family Residential zoning district.

Erin DeHeck, 1010 S. Grandview Avenue, spoke in favor of her request. She explained that the proposed garage would have a 980-square foot footprint. She noted that they already removed one of the decks and will remove the shed when the garage is completed. She said the 100-square foot lower deck would remain. She noted that their neighbor at 1000 S. Grandview, whose property line would be nearest, submitted a letter of support acknowledging the three-foot setback.

Staff Member Schrobilgen detailed the staff report. He noted he received an inquiry regarding the case that asked about the height of the structure, the footprint of accessory structures and concerns about four wheelers. He noted that height is measured from grade level to the mid-point between the soffit and peak of the roof.

Staff member Hemenway noted that he replied to the same person via email regarding those concerns. He stated that the neighbor dropped his concerns after clarification and did not submit a letter of opposition. Ms. DeHeck clarified that they do not own four-wheelers.

The Board asked for confirmation that the loft in the garage would not be used for residential purposes. Ms. DeHeck confirmed that it was for storage. Staff member Hemenway explained that a Conditional Use Permit would be required to use the space as an accessory dwelling unit and would therefore, need to be brought before the Board for approval.

Motion by McCoy, seconded by Kosel, to approve the request to construct a 28' x 35' detached garage, 16' in height, for a total of 1,280 sq. ft. of detached accessory structures and 3' from the northwest side property line. Motion carried by the following vote: Aye – Ahlvin, Golombeski, Kosel, and McCoy; Nay – None.

DOCKET – 40-20: Application of David TeBrake, Miller Architects & Builders, 3860 Asbury Rd. to expand an existing mortuary to include an event space and crematorium.

David TeBrake, 3335 W St Germain in St Cloud, Minnesota, spoke in favor of his request. He explained that his client had been approved for a Conditional Use Permit at the June 25 Zoning Board of Adjustment meeting to expand by 3400 square feet (32% increase) the existing mortuary to include an event space and crematorium. He said his client is now seeking approval for a bigger garage in back, which he said would be a 37% increase over the original size.

Staff Member Schrobilgen detailed the staff report noting the applicant proposes to add

an additional 600 square feet to the north side of the previously approved addition. He said that the expansion should not generate significantly more noise, activity, traffic or demand on parking than it currently does or from what was previously approved, so staff does not recommend any conditions. He also noted that the Fire Department had approved the expanded addition regarding fire safety and emergency access.

The Board noted they did not have any concerns or questions regarding the request.

Motion by Kosel, seconded by Ahlvin, to approve the request to expand an existing mortuary to include an event space and crematorium. Motion carried by the following vote: Aye – Ahlvin, Golombeski, Kosel, and McCoy; Nay – None.

DOCKET – 41-20: Application of Deb McDonnell, Barb Weber, 3392 Hillcrest Rd. to permit two (2) two-story units occupying the main floor and basement level, where residential use is allowed above the first floor only, in a C-3 General Commercial zoning district.

Deb McDonnell spoke in favor of her request. She noted that she and her partner own three attached buildings on Hillcrest Road. She said that the one that houses the two units proposed to be converted was currently vacant. She said they are hoping to turn it into two apartments, one of which they have a renter for already.

Staff Member Schrobilgen detailed the staff report noting that two commercial units would be converted into two residential units. He said that C-3 permits residential use above the first floor only. He said that the applicant's request would augment their income and/or provide living space for the owners. He stated that because the property contains three attached single-story structures, the applicants cannot take advantage of the mixed-use capabilities of the C-3 district. He explained that, if approved, the mix of uses would be distributed at ground level as opposed to vertically throughout a multi-floor structure. He also noted that the C-3 zoning district preamble states that the district is intended to provide locations for commercial uses which are designed for the motoring public. He said that the area currently includes many mixed-use developments and a majority of the structures on the property would remain commercial. He said that, if approved, the subject property would continue to meet the intent of the district.

Board members stated they did not have any concerns or questions regarding the case.

Motion by McCoy, seconded by Golombeski, to approve the request to permit two (2) two-story units occupying the main floor and basement level. Motion denied for lack of three affirmative votes by the following vote: Aye – Ahlvin and Golombeski; Nay – Kosel citing criteria 3,4,5 and McCoy citing criteria 2,3,4,5.

DOCKET – 42-20: Application of Tim Coefield, Reworx Service Group, 3939 Pennsylvania Ave. to construct a 10' x 20' equipment shelter 10' from the east side property line, where 20' minimum is required in a C-3 General Commercial zoning district.

Tim Coefield, 1213 Club Walk Drive, Brookhaven, Georgia, spoke in favor of his request. He noted that he represents a fiber-optic company. He described the dimensions of the shelter and said that the church wants the shelter to be ten feet closer to property line to prevent losing three parking stalls. He noted that this was not a deal breaker, but it would make the church happier.

Staff Member Duba detailed the staff report noting that the adjacent residentially zoned property is the Usha Park parking lot. He said that the intent of the setback requirement is to protect adjacent residences and properties from commercial structures and commercial activity. He noted that the shelter would be approximately 170' from the rear property line of the nearest residence to the east.

The Board asked whether a representative of the church was present. The applicant said they did not plan to attend but he had spoken at length with Pastor Terry Bemis and represented their wishes. The Board questioned whether any other location on the church's property would be acceptable for installation of the equipment shelter. Mr. Coefield noted that the northwest corner is too steep, the south side is aesthetically unacceptable as it fronts Pennsylvania Avenue, and the island is not preferred, either.

Board member Kosel noted she had no questions or comments regarding the proposal. Board member Golombeski stated that the proposed location was the best corner. Board member Ahlvin said he had no issues with the proposal as the subject lot does not abut residential property.

Motion by McCoy, seconded by Ahlvin, to approve the request to construct a 10' x 20' equipment shelter 10' from the east side property line. Motion denied for the lack of three affirmative votes by the following vote: Aye – Ahlvin and Golombeski; Nay – Kosel citing criteria 4 and McCoy citing criteria 2,3, and 4.

ITEMS FROM PUBLIC: None

ITEMS FROM BOARD: None

ITEMS FROM STAFF: Staff noted that a Special Meeting of the Zoning Board of Adjustment had been scheduled for Friday, September 4 at 12:00 PM.

ADJOURNMENT: Motion by Golombeski, seconded by McCoy, to adjourn the August 27, 2020 Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Ahlvin, Golombeski, Kosel, and McCoy; Nay – None

The meeting adjourned at 6:26 p.m.

Respectfully submitted,

Guy Hemenway, Assistant Planner

Adopted

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

12:00 p.m.
Friday, September 4, 2020
Virtual Meeting

The Zoning Board of Adjustment met at 12:00 p.m. on Friday, September 4, 2020. Due to the COVID-19 pandemic and mandates for social distancing, this meeting was conducted virtually.

Board Members Present: Chairperson Jonathan McCoy, Board Members Keith Ahlvin, and Bethany Golombeski.

Board Members Excused: Gwen Kosel, Matt Mauss

Board Members Unexcused: None.

Staff Members Present: Guy Hemenway and Travis Schrobilgen

CALL TO ORDER: The meeting was called to order by Chairperson McCoy at 12:05 p.m.

DOCKET – 43-20: Application of Patrick Norton, Buesing and Associates, Inc. to construct a building addition 6' from the front property line, 20' minimum required, in a C-3 General Commercial Zoning District.

Pat Norton with Buesing and Associates, 1212 Locust St, spoke in favor of the request noting that the addition is part of a larger reconfiguration of the lot. He said that although the addition will be approximately 7' from the property line, the parkway is wide along that stretch of road and that they are effectively 20' from the sidewalk. He also pointed out that the addition would not protrude further than the neighboring structure to the east.

Staff Member Hemenway detailed the staff report noting the right-of-way used to be a portion of Highway 20 that had changed significantly over the past 50 to 60 years. He said that this left most buildings in the area with insufficient front-yard setbacks and with wide parkways. He noted that there is approximately 20' between the property line and the sidewalk. He said the applicant is limited by topography as well with an approximately 16' drop-off to the lower portion of the property and another, more significant, change in elevation at the rear of the property.

Board members asked whether stormwater would be reviewed as part of the process. The applicant said the project was currently going through the development review

process where stormwater is reviewed and that the site will have no more runoff than it currently does. Staff Member Schrobilgen confirmed that stormwater is reviewed during the development review process.

The Board discussed the proposal stating they had no concerns with the addition.

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

ITEMS FROM STAFF: Staff member Hemenway thanked the Board for meeting on short notice.

ITEMS FROM BOARD: None

ITEMS FROM PUBLIC: Staff brought to the attention of the Board an email requesting a reconsideration of Docket 41-20, 3392 Hillcrest from the August meeting. Board Chair McCoy said he would prefer to discuss the reconsideration request at the next Board meeting.

ADJOURNMENT: Motion by McCoy, seconded by Golombeski, to adjourn the September 4, 2020 Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Ahlvin, Golombeski, and McCoy; Nay – None

The meeting adjourned at 12:32 p.m.

Respectfully submitted,

Guy Hemenway, Assistant Planner

Adopted

**City of Dubuque
City Council Meeting**

Consent Items # 2.

ITEM TITLE: Notice of Claims and Suits
SUMMARY: Lisa Kramer for vehicle damage, Steven Mai for property damage / personal injury.
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Refer to City Attorney

ATTACHMENTS:

Description

Claim by Lisa Kramer
Claim by Steven Mai

Type

Supporting Documentation
Supporting Documentation

MWM
P.W.
Leyro

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. Name of Claimant: Lisa A. Kramer
2. Address: PO Box 184 112 1st Ave. West
City: Dyersville State: IA Zip: 52040
3. Telephone Number: 563-599-0061
4. Date of Incident: 7/20/20
5. Time of Incident: 8:00 am
6. Location of Incident (Be specific): In front of First Presbyterian
Church office (house next to church)
(1684 Iowa Street)
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
A small section of curbing was sticking out &
punctured the sidewall of my tire & my rim on
my 2008 Buick Lucerne
8. What were weather conditions like? cloudy but not raining
9. Give name and address of any witnesses: Robin Summers
606 1st St. North, Farley, IA 52044
10. Did police investigate? (If so, give names of officers.)
no
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
no

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

one tire was punctured + one rim damaged
(see attached pages of tire + rim replacement)

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

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

no

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

cost of tire + rim that had to be replaced

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

the curbing was sticking out into the parking
area + was definitely a hazard

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

no

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

Dated at Dubuque, Iowa this 30th day of July, 2020.

Lisa A. Kramer (Signature)

Lisa A. Kramer (Print Name)

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

*M/M
Lepel
Lepel*

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

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

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

1. Name of Claimant: Steven J. Mai

2. Address: 2592 Hilton Springs Dr.

City: Dubuque State: Iowa Zip: 52002

3. Telephone Number: 563-585-1548

4. Date of Incident: 31 May 2020

5. Time of Incident: 10:30 A.M.

6. Location of Incident (Be specific): NW Arterial Bike Trail approximately 1/8 mile North/East of Red Robin, low lying area before uphill portion headed towards JFK Road.

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

City has been aware of drainage issues along this section of the bike path since at least fall 2019.

Construction barricades were on-site for multiple months with no attempt to repair.

8. What were weather conditions like? 60 degrees, Sunny day, no rain the day prior (May 30)

9. Give name and address of any witnesses: No Witness

10. Did police investigate? (If so, give names of officers.)
No Investigation

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

I sustained multiple abrasions from a fall onto my right side, I was prescribed an anti-biotic and tetanus booster from my PCP due to an infection of the wounds on my leg and hip.

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

My bicycle sustained damage to the front fork (right side), tire and the rear derailure (right side), I also needed to purchase a new helmet as it was visibly damaged on the right side by my temple.

13. What other damages do you claim, if any? No damages besides bike repair and medical bills.

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

No

15. What amount do you claim from the City of Dubuque?
Total \$715.16 (Doctor Bill \$125.08, Bicycle World \$590.08)

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

Negligence through inaction to repair a known drainage issue in a timely manner

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

No

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

N/A

Dated at Dubuque, Iowa this 11 day of September, 2020.

Steven J. Mai (Signature)

Steven J. Mai (Print Name)

(Rev. 5/18)

RECEIVED
20 SEP 11 PM 2:01
City Clerk's Office
Dubuque, IA

Confidential

This communication and any attachments may contain information which is confidential and privileged by law and is for the use of the designated recipient. If you are not the intended recipient, you are hereby notified that you have received this communication in error, and that any review, disclosure, dissemination, distribution or copying of its contents is prohibited. Please notify City of Dubuque immediately by telephone at (563)-589-4120 of your receipt of these items and destroy the communication and any attachments immediately. Further disclosure of this information may violate state and federal restrictions.

Confidential information may include the following:

- 1) Social Security Number(s)
- 2) Medical/Health Information
- 3) Personnel/Disciplinary Information
- 4) Bank Account Information
- 5) Financial Information
- 6) Credit Card Numbers

If any documentation you desire to submit to the City of Dubuque contains any of the items above this cover sheet must be attached directly to the confidential information and indicate the type of information that is included.

I, Steven J. Mai, hereby certify that the attached documents include the following protected information:

☐ Social Security Number(s)

☐ Bank Account Information

☒ Medical/Health Information

☐ Financial Information

☐ Personnel/Disciplinary Information

☐ Credit Card Number(s)

I understand that this information may be distributed within the City organization or to agents of the City for processing and I hereby authorize the City to act accordingly taking all precautions to protect my information from unnecessary distribution.

Steven J. Mai

Signature

9-11-2020

Date

Kevin Firnstahl

From: Steven Mai <maistevenj@gmail.com>
Sent: Friday, September 11, 2020 12:35 PM
To: Kevin Firnstahl; Trish Gleason
Subject: Claim Against the City of Dubuque by Steven Mai
Attachments: Claimform_CityOfDubuque Master_StevenMai2020.pdf; BikeAccidentPictures.pdf; BikeRepair.pdf; DrVisitSummary.pdf; DrBill.pdf

Please find the attached claim form and 4 additional files (Pictures, Doctor Visit, Doctor Bill, Bike Repair Bill) pertaining to a bicycle accident which occurred along the Northwest Arterial bike trail on 31 May 2020. I have received confirmation from Kerry Bradley in the Park Department that the area in which I was injured has been repaired (Citizen Support Center Service Request W184490-072420), unfortunately I feel this solution was not implemented in a timely manner causing personal injury and property damage. Therefore, I respectfully request re-reimbursement.

Sincerely,
Steven J. Mai
2592 Hilton Springs Dr.
Dubuque, Iowa 52002
563-585-1548

Click
<https://www.mailcontrol.com/sr/cuGOKt4yyyTWQxILzJ5p9xHalEpBVH00rVoK9CTeDHXUfGfKo268Ke0mzUXm6lpSxT3xc4DNCK9JlvhZuck2lg==> to report this email as spam.

**City of Dubuque
City Council Meeting**

Consent Items # 3.

ITEM TITLE:

Disposition of Claims

SUMMARY:

City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Lisa Kramer for vehicle damage, and Steven Mai for personal injury / property damage.

**SUGGESTED
DISPOSITION:**

Suggested Disposition: Receive and File; Concur

ATTACHMENTS:

Description

ICAP Referrals

Type

Staff Memo

TRACEY STECKLEIN
PARALEGAL

tlb

MEMO

To: Mayor Roy D. Buol and
Members of the City Council

DATE: September 10, 2020

RE: Claim Against the City of Dubuque by Lisa Kramer

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Loss</u>	<u>Nature of Claim</u>
Lisa Kramer	09/09/20	07/20/20	Vehicle Damage

This is a claim in which claimant alleges that the tire and rim on her vehicle were punctured by a protruding curb section at 1684 Iowa Street.

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

cc: Michael C. Van Milligen, City Manager
John Klostermann, Public Works Director
Lisa Kramer

TRACEY STECKLEIN
PARALEGAL

ts

MEMO

To: Mayor Roy D. Buol and
Members of the City Council

DATE: September 11, 2020

RE: Claim Against the City of Dubuque by Steven J. Mai

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Loss</u>	<u>Nature of Claim</u>
Steven J. Mai	09/11/20	05/31/20	Personal Injury/ Property Damage

This is a claim in which claimant alleges that he was injured and his bike was damaged while riding on the Northwest Arterial bike path. Claimant states that the incident was caused by drainage issues.

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

cc: Michael C. Van Milligen, City Manager
Marie Ware, Leisure Services Manager
Steven J. Mai

**City of Dubuque
City Council Meeting**

Consent Items # 4.

ITEM TITLE: Expenses Submitted for Council approval
SUMMARY: City Manager recommending City Council approval for payment of City expenditures.

RESOLUTION Authorizing the Director of Finance and Budget/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

Description	Type
Expenses Submitted for City Council Approval-MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Resolution	Resolutions
Expenditures Report	Supporting Documentation
Expenditures Report - Exceptions	Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: September 9, 2020

Director of Finance and Budget Jennifer Larson is submitting expenses to the City Council for approval at the September 21, 2020 meeting. Payments on these expenses will be made September 23, 2020.

In addition, Finance is submitting expenses paid since September 9, 2020, for City Council review. The payments for these claims were approved either by prior City Council action or meet the criteria as an exemption to prior City Council approval.

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


Michael C. Van Milligen

MCVM:jh
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodmann, Assistant City Manager
Cori Burbach, Assistant City Manager
Jennifer Larson, Director of Finance and Budget

TO: Mike Van Milligen, City Manager

FROM: Jennifer Larson, Director of Finance and Budget

DATE: September 16, 2020

RE: Expenses Submitted for City Council Approval

Finance is submitting the following expenses to City Council for approval at the September 21, 2020 meeting. Payments on these expenses will be made September 23, 2020.

In addition, Finance is submitting expenses paid since September 9, 2020 to City Council for review. The payments for these claims were approved either by prior City Council action or meet the criteria as an exemption to prior City Council approval.

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

RESOLUTION NO.

AUTHORIZING THE DIRECTOR OF FINANCE AND BUDGET / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES

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

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

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

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

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

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

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

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

Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl, City Clerk

Council Approval

Payment Date: 09/23/2020[illegible]

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
ACCESS TECHNOLOGIES INC	3.87	MO LICENSE / TRACKING
ACCESS TECHNOLOGIES INC	3.87	MO LICENSE / TRACKING
ACCESS TECHNOLOGIES INC	3.87	MO LICENSE / TRACKING
ACCESS TECHNOLOGIES INC	3.87	MO LICENSE / TRACKING
ACCESS TECHNOLOGIES INC	3.87	MO LICENSE / TRACKING
ACCESS TECHNOLOGIES INC	3.87	MO LICENSE / TRACKING
ACCESS TECHNOLOGIES INC	3.87	MO LICENSE / TRACKING
ACCESS TECHNOLOGIES INC	3.87	MO LICENSE / TRACKING
ACCESS TECHNOLOGIES INC	3.87	MO LICENSE / TRACKING
ACCESS TECHNOLOGIES INC	3.87	MO LICENSE / TRACKING
ACCESS TECHNOLOGIES INC	3.87	MO LICENSE / TRACKING
ACCESS TECHNOLOGIES INC	3.87	MO LICENSE / TRACKING
ACCESS TECHNOLOGIES INC	3.87	MO LICENSE / TRACKING
ACCESS TECHNOLOGIES INC	3156.77	COPY AND PRINT COST F
ACCURATE ANALYTICAL TESTIN	195	LEAD TESTING
ADDOCO INC	360	MULCH
ADVANCE DESIGNS	460.8	LIME GREEN
ADVANTAGE SHEET METAL INC	4900	INSTALL 5-TON CONDENS
AIRGAS USA LLC	2182.68	LIQUID OXYGEN PURCHAS
AIRGAS USA LLC	2786.09	LIQUID OXYGEN PURCHAS
AIRGAS USA LLC	2738.93	LIQUID OXYGEN PURCHAS
AIRGAS USA LLC	2916.08	LIQUID OXYGEN PURCHAS
AIRGAS USA LLC	1.55	LIQUID OXYGEN PURCHAS
AIRGAS USA LLC	2417.95	CO2 FOR WATER PLANT
AIRGAS USA LLC	112.2	MEDICAL OXYGEN FOR 6
AIRGAS USA LLC	59.06	MEDICAL OXYGEN FOR 6
AIRGAS USA LLC	16.96	MEDICAL OXYGEN FOR 6
AIRGAS USA LLC	1335	LIQUID OXYGEN PURCHAS
AIRGAS USA LLC	2795.76	LIQUID OXYGEN PURCHAS
AIRGAS USA LLC	2825.39	LIQUID OXYGEN PURCHAS
AIRGAS USA LLC	2873.76	LIQUID OXYGEN PURCHAS
AIRGAS USA LLC	1.55	TANK RENTAL
AIRGAS USA LLC	3.1	TANK RENTALS
ALLIANT CREDIT UNION	958.17	ID#2-1327 RHOMBERG AV
ALLIANT ENERGY	1369.75	FOR PARK AND RECREATI
ALLIANT ENERGY	620.57	FOR PARK AND RECREATI
ALLIANT ENERGY	192.18	FOR PARK AND RECREATI
ALLIANT ENERGY	255.8	FOR PARK AND RECREATI
ALLIANT ENERGY	301.7	FOR PARK AND RECREATI
ALLIANT ENERGY	45875.33	ENERGY COSTS FOR STRE
ALLIANT ENERGY	24.81	FY21: 510 E. 22ND ST
ALLIANT ENERGY	22.89	FY21 - 2356 WASHINGTO
ALLIANT ENERGY	298.26	FY21 - 431 RHOMBERG T
ALLIANT ENERGY	29.51	FY21: 2543 WHITE ST M
ALLIANT ENERGY	13.01	2247 CENTRAL-\$13.01
ALLIANT ENERGY	13.01	2247 CENTRAL-\$13.01
ALLIANT ENERGY	13.01	2247 CENTRAL-\$13.01
ALLIANT ENERGY	25.67	2247 CENTRAL-\$13.01

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
ALLIANT ENERGY	68.64	2407 QUEEN ELECTRIC B
ALLIANT ENERGY	105.32	ENERGY COSTS FOR 2010
ALLIANT ENERGY	120.8	ENERGY COSTS FOR 451
ALTORFER INC	3040.25	SERVICE & PARTS FOR G
ANC DISTRIBUTORS	2988.81	5: DTK-RM12NETS AND 1
APPLIED ECOLOGICAL SERVICE	9840	ECOLOGICAL RESTORATIO
APPLIED ECOLOGICAL SERVICE	4727.5	ECOLOGICAL RESTORATIO
ARAMARK UNIFORM SERVICES	61.32	FY-21 LINEN SERVICES
B L MURRAY COMPANY INC	34.2	FLOOR CLEANERS BATH
BAKER & TAYLOR CO BOOKS	9.59	FY21 ADULT BOOKS VARI
BAKER & TAYLOR CO BOOKS	76.98	FY21 VARIOUS AV TITLE
BARD MATERIALS CENTRAL	88.5	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	225.25	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	512.5	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	277	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	99	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	707.25	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	366	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	295.5	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	183	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	183	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	184	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	306.5	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	297	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	875	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	61	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	61	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	59	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	354	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	247.75	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	488	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	247.75	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	247.75	CONCRETE FOR FY21
BARD MATERIALS CENTRAL	88.5	3/4 CY C-4 MIX CONCRE
BECKER & SONS STONE CO	6825	GRANDVIEW AND ROCKDAL
BELL TOWER PRODUCTIONS INC	4475	FY21 OSG AWARD
BK DIESEL	1158.01	2691-(1) TURBO CHARGE
BLACK HILLS/IOWA GAS UTILI	33.75	FY21 GAS COSTS
BLACK HILLS/IOWA GAS UTILI	34.73	FY21 GAS COSTS
BLACK HILLS/IOWA GAS UTILI	337.09	FY21 GAS COSTS
BLACK HILLS/IOWA GAS UTILI	33.51	FY21 GAS COSTS
BLACK HILLS/IOWA GAS UTILI	44.39	ANNUAL PO ACCT 645623
BLACK HILLS/IOWA GAS UTILI	11.81	ANNUAL PO ACCT 645623
BLACK HILLS/IOWA GAS UTILI	31.53	FY21 NATURAL GAS - LO
BLACK HILLS/IOWA GAS UTILI	32.93	GAS SRV 1310 MAIN FY2
BLACK HILLS/IOWA GAS UTILI	86.86	GAS SERVICE FOR AUGUS
BLACKSTONE AUDIO BOOKS	30.95	ADULT AUDIO TITLES
BODENSTEINER IMPLEMENT COM	2206.5	REPAIRS
BOUND TREE MEDICAL LLC	542.25	VARIOUS MEDICAL SUPPL

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
BOUND TREE MEDICAL LLC	101.05	CONVENIENCE BAG & HAZ
CANVAS PRODUCTS INC	15	REPLACE ZIPPER ON SAF
CANVAS PRODUCTS INC	15	NEW STRAPS FOR CHAIR
CANVAS PRODUCTS INC	7	REPLACE VELCRO ON CHI
CANVAS PRODUCTS INC	16	REPLACE VELCRO ON CHI
CAPITAL SANITARY	311.8	PAPER TOWELS TOILET
CAPITAL SANITARY	72.75	JANITORIAL SUPPLIES
CAPITAL SANITARY	24.7	JANITORIAL SUPPLIES
CAPITAL SANITARY	13.73	JANITORIAL SUPPLIES
CAPITAL SANITARY	26.08	JANITORIAL SUPPLIES
CAPITAL SANITARY	72.75	JANITORIAL SUPPLIES
CAPITAL SANITARY	24.7	JANITORIAL SUPPLIES
CAPITAL SANITARY	13.73	JANITORIAL SUPPLIES
CAPITAL SANITARY	26.08	JANITORIAL SUPPLIES
CAPITAL SANITARY	48.5	JANITORIAL SUPPLIES
CAPITAL SANITARY	16.48	JANITORIAL SUPPLIES
CAPITAL SANITARY	9.15	JANITORIAL SUPPLIES
CAPITAL SANITARY	17.38	JANITORIAL SUPPLIES
CAPITAL SANITARY	136.73	HAND TOWELS AND SOAP
CAPITAL SANITARY	161.25	JANITORIAL SUPPLIES F
CAPITAL SANITARY	54.76	JANITORIAL SUPPLIES F
CAPITAL SANITARY	30.42	JANITORIAL SUPPLIES F
CAPITAL SANITARY	57.8	JANITORIAL SUPPLIES F
CAPITAL SANITARY	31.18	EXCELON HAND CLEANER
CB&I LLC	157943.2	WATER SYS.IMPROVEMENT
CENGAGE LEARNING INC	365.12	ADULT SERVICES BOOKS
CENTER POINT INC	449.4	ADULT SERVICES LARGE
CHAMBER DEVELOPMENT LLC	1965.33	RENT FOR CAO/SUITE 33
CHEMSEARCH	203.35	TOP DOWN AEROSOL (WEE
CHRISTOPHER D RICHARD	120000	URBAN RENEWAL
CINTAS CORP	70	FY2021 UNIFORMS
CINTAS CORP	88.33	FY2021 UNIFORMS
CINTAS CORP	4.52	ANNUAL CHARGE FOR MON
CINTAS CORP	5.76	ANNUAL CHARGE FOR MON
CINTAS CORP	5.76	ANNUAL CHARGE FOR MON
CINTAS CORP	11.52	ANNUAL CHARGE FOR MON
CINTAS CORP	11.52	ANNUAL CHARGE FOR MON
CINTAS CORP	166.01	FY2021 UNIFORMS
CINTAS CORP	326.54	RUGS TOWELS AND RAGS
CINTAS CORP	86.72	WEEKLY MAT AND MOP SE
CINTAS CORP	29.45	WEEKLY MAT AND MOP SE
CINTAS CORP	16.36	WEEKLY MAT AND MOP SE
CINTAS CORP	31.08	WEEKLY MAT AND MOP SE
CINTAS CORP	12.16	BHGC AND OFFICE THRU
CINTAS CORP	80.12	BHGC AND OFFICE THRU
CINTAS CORP	12.16	BHGC AND OFFICE THRU
CINTAS CORP	80.12	BHGC AND OFFICE THRU
CINTAS CORP	161.74	TOWEL & MAT SERVICE F
CINTAS CORP	70.07	133-UNIFORM MAINTENAN

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
CINTAS CORP	70	FY2021 UNIFORMS
CINTAS CORP	88.33	FY2021 UNIFORMS
CINTAS CORP	178.01	FY2021 UNIFORMS
CINTAS CORP	165.74	CLEANING THE REST ROO
CINTAS CORP	56.29	CLEANING THE REST ROO
CINTAS CORP	31.28	CLEANING THE REST ROO
CINTAS CORP	59.4	CLEANING THE REST ROO
CINTAS CORP	87.94	WEEKLY MAT AND MOP SE
CINTAS CORP	29.86	WEEKLY MAT AND MOP SE
CINTAS CORP	16.6	WEEKLY MAT AND MOP SE
CINTAS CORP	31.52	WEEKLY MAT AND MOP SE
CINTAS CORP	32.26	MATS & DUST MOPS INTE
CINTAS CORP	32.25	MATS & DUST MOPS INTE
CINTAS CORP	77.79	MATS CLOTHS SHOP TO
CINTAS CORP	20.68	MATS CLOTHS SHOP TO
CINTAS CORP	70.07	133-UNIFORM MAINTENAN
CINTAS CORP	77.13	MATS CLOTHS SHOP TO
CINTAS CORP	20.5	MATS CLOTHS SHOP TO
CINTAS CORP	106.06	RUG SERVICE - CITY HA
CINTAS FIRST AID & SAFETY	101.19	PARK AND BEE BRANCH S
CLEAN SWEEP OF I & I LLC	28.78	FY21 DEPT 11 CAR WASH
COBAN TECHNOLOGIES INC	218.72	PARTS & LABOR TO REPA
COMMUNICATIONS ENGINEERING	1586.7	ELECTRONIC DATA COLLE
COMMUNICATIONS ENGINEERING	198.75	ANNUAL ALARM MONITORI
COMMUNICATIONS ENGINEERING	67.5	ANNUAL ALARM MONITORI
COMMUNICATIONS ENGINEERING	37.5	ANNUAL ALARM MONITORI
COMMUNICATIONS ENGINEERING	71.25	ANNUAL ALARM MONITORI
COMMUNICATIONS ENGINEERING	600	MOVE PRINTER/COPIER I
COMPLIANCE TESTING & TECHN	1195.5	POD MARINA TANKS
CONSOLIDATED FLEET SERVICE	850	1916-AERIAL & LADDER
CONSOLIDATED FLEET SERVICE	850	1919-AERIAL & LADDER
CONSOLIDATED FLEET SERVICE	250	1921-LADDER INSPECTIO
CONTINENTAL FIRE SPRINKLER	354	ANNUAL INSPECTION OF
CONVIVUM URBAN FARMSTEAD	1198	FY21 OSG AWARD
D & D CONCRETE INC	3767.42	CURB/GUTTER AND SIDEW
D & D CONCRETE INC	3020	CURB/GUTTER AND SIDEW
DAVID A ZAHN	500	AOTR 2019-2020
DAVIS PLACE LLC	375	ID#26-601 GARFIELD #1
DBD PROPERTIES LLC	650	ID#19-311 HILL ST APT
DELL MARKETING LP	1457.72	PRECISION 3431 SMALL
DIAMOND MOWERS INC	2232.23	4006-(1) FLAIL 3PT BR
DIETZ ENTERPRISES LLC	8654.2	SIDEWALK REPAIRS DUE
DIETZ ENTERPRISES LLC	465	3474 GLENCOVE LN - SI
DITTMER RECYCLING INC	25	SHREDDING OF CONFIDEN
DITTMER RECYCLING INC	6019.86	RECYCLING REVENUE SHA
DIVISION OF LABOR	175	ANNUAL ELEVATOR INSPE
DJ ORTHOPEDICS LLC	53.12	ON DUTY INJURY DEPT 1
DREW COOK & SONS EXCAVATIN	862.5	BUNKER HILL GOLF COUR
DUBUQUE ARBORETUM & BOTANN	2521	FY21 OSG AWARD

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
DUBUQUE AREA CONVENTION &	286348	FY 2021 COS/POS
DUBUQUE AREA LABOR MGMNT C	7500	FY 21 CONTRACTED SVCS
DUBUQUE CHAPTER OF SPEBSQS	474	FY21 OSG AWARD
DUBUQUE COMMUNITY SCHOOL D	1111.17	FY21 FRANCHISE FEES
DUBUQUE COMMUNITY SCHOOL D	808.03	FY21 FRANCHISE FEES
DUBUQUE COUNTY ABSTRACT &	450	514 ANGELLA ABSTRACTS
DUBUQUE COUNTY HISTORICAL	7500	FY21 OSG AWARD
DUBUQUE COUNTY RECORDER	44	RECORDING COSTS / FEE
DUBUQUE COUNTY RECORDER	22	RECORDING COSTS / FEE
DUBUQUE COUNTY RECORDER	22	RECORDING COSTS / FEE
DUBUQUE COUNTY RECORDER	22	RECORDING COSTS / FEE
DUBUQUE COUNTY SHERIFF	18166.8	FY21 SHARED DLEC BUIL
DUBUQUE FIRE EQUIPMENT INC	3540	RECHARGE/REPAIR FIRE
DUBUQUE GLASS COMPANY	104.43	REINSTALL TEMPERED GL
DUBUQUE HUMANE SOCIETY	11052.52	JULY 2020 MONTHLY FEE
DUBUQUE HUMANE SOCIETY	11052.52	AUGUST MONTHLY FEE IN
DUBUQUE MAIN STREET LIMITE	19834	FY 21 CONTRACTED SVCS
DUBUQUE MUSEUM OF ART	6387	FY21 OSG AWARD
DUBUQUE SIGN COMPANY	112	SUPERVISED STUDY HALL
DUBUQUE SIGN COMPANY	844	INSTALL PPE BARRIER I
DUBUQUE SIGN COMPANY	449.1	SNEEZE GUARDS
DUBUQUE SYMPHONY ORCHESTRA	7500	FY21 OSG AWARD
DUBUQUE VISITING NURSE ASS	62.27	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	360	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	180	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	180	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	180	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	83.02	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	228.31	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	335.66	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	51.89	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	62.27	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	41.51	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	93.4	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	200.91	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	83.02	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	134.91	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	41.51	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	62.27	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	176.42	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	93.4	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	747.19	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	20.76	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	48.07	THIS IS THE BILLING F
DUBUQUE VISITING NURSE ASS	1022.49	VISITING NURSES ASSOC
DUPACO COMMUNITY CREDIT UN	1000	ID#64-857 BERKLEY PL
EAGLE POINT ENERGY ONE LLC	2051.41	SOLAR PRODUCTION AT T
EAGLE POINT ENERGY ONE LLC	696.71	SOLAR PRODUCTION AT T
EAGLE POINT ENERGY ONE LLC	387.06	SOLAR PRODUCTION AT T

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
EAGLE POINT ENERGY ONE LLC	735.41	SOLAR PRODUCTION AT T
EAST CENTRAL INTERGOVERN A	52.2	705 WILSON AND 2312 C
EAST CENTRAL INTERGOVERN A	47.2	705 WILSON AND 2312 C
EAST CENTRAL INTERGOVERN A	94	PARKING FOR CHELSIE A
ED M FELD EQUIPMENT CO INC	169.8	2 PAIRS OF FIRE GLOVE
EDC EDUCATIONAL SERVICES	162.96	VARIOUS TITLES OF CHI
EDWARD J DUNKEL	80	REMOVAL OF SKUNK - CE
ELM USA INC	990	ANNUAL WARRANTY COVER
ENERGETICS	1652.16	PARTS TO REPAIR #1 AI
ERIC F MISKO	68	PORTRAIT OF KEVIN LYN
F&W SERVICE COMPANY INC	2770	133-PLC REPLACEMENT K
FERGUSON WATER WORKS SUPPL	2582.92	2 METERS AND 1 REGIS
FERGUSON WATER WORKS SUPPL	233.24	HYDRANT METER REPLACE
FERGUSON WATER WORKS SUPPL	451.3	LARGE METER SPARE PAR
FONDELL EXCAVATING INC	4913.27	WATER MAIN WORK CONN
FOTH INFRASTRUCTURE & ENVI	22660.2	CONSTRUCT TERMINAL VE
FOUNTAIN OF YOUTH PROGRAM	15000	FY2021 NON-PROFIT SUP
FOUNTAIN OF YOUTH PROGRAM	2200	COMMUNITY IN CHANGE W
FRANSYL EQUIPMENT INC	435.44	3230-PERFORM ANNUAL L
FRANSYL EQUIPMENT INC	594	3218-PERFORM ANNUAL L
FRIEDMAN INSURANCE, INC	66	514 ANGELLA STREET -
G & R TREE SERVICE INC	3000	JACKSON-2100 BLOCK
G & R TREE SERVICE INC	3000	ADDITIONAL TREES ON J
G & R TREE SERVICE INC	4800	REMOVE UNSAFE OAK TRE
G & R TREE SERVICE INC	1400	NORTH ALGONA-COTTONWO
G & R TREE SERVICE INC	2000	FOUR MOUNDS-PINE TREE
GANSEMER, MICHAEL J / JULI	500	ID#38-1790 1/2 GARFIE
GIERKE ROBINSON COMPANY IN	50.81	CHALK LINE AND CHALK
GIERKE ROBINSON COMPANY IN	13.06	SAW BLADE SPACERS
GIESE SHEET METAL CO INC	456.2	INSTALLED NEW DAMPER
GIESE SHEET METAL CO INC	326.75	2612-FABRICATE (2) 16
GIESE SHEET METAL CO INC	161.75	HVAC SERVICE AT THE M
GIESE SHEET METAL CO INC	54.93	HVAC SERVICE AT THE M
GIESE SHEET METAL CO INC	30.52	HVAC SERVICE AT THE M
GIESE SHEET METAL CO INC	57.99	HVAC SERVICE AT THE M
GIESE SHEET METAL CO INC	3585	4002-FABRICATE SCREEN
GILLIG LLC	1689.22	125BIG-(4) BRAKE SLAC
GILLIG LLC	169.26	125BIG-(3) POWER CONN
GILLIG LLC	0.51	125BIG-(1) FLAT SPACE
GILLIG LLC	478.22	2683-(1) STATIONARY 4
GRAND OPERA HOUSE	6884	FY21 OSG AWARD
GRAYMONT WESTERN LIME INC	3842.58	HIGH CALCIUM QUICKLIM
GRAYMONT WESTERN LIME INC	3788.19	HIGH CALCIUM QUICKLIM
GRAYMONT WESTERN LIME INC	3816.12	HIGH CALCIUM QUICKLIM
GRAYMONT WESTERN LIME INC	3752.91	HIGH CALCIUM QUICKLIM
GREATER DUBUQUE DEVELOPMEN	23903.25	FY 21 CONTRACTED SVCS
GREATER DUBUQUE DEVELOPMEN	46250	FY 21 CONTRACTED SVCS
GREATER DUBUQUE DEVELOPMEN	25000	FY 21 CONTRACTED SVCS
GREATER DUBUQUE DEVELOPMEN	8030.45	FY 21 CONTRACTED SVCS

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
GREATER DUBUQUE DEVELOPMEN	6250	COS POS FY 21 POS
GREGORY D HARRIS	125	SUBSCRIPTION DUES FOR
GROVE TOOLS	315	MACHINE OLD HUB FOR T
GRTD INVESTMENTS LLC	750	ID#73-157 W 23RD ONE
HAMEL SODDING & LANDSCAPIN	2357	GRASS JOBS CITY OWNED
HAMEL SODDING & LANDSCAPIN	1106	GRASS JOBS CITY OWNED
HAMEL SODDING & LANDSCAPIN	792	GRASS JOBS CITY OWNED
HAMEL SODDING & LANDSCAPIN	264	GRASS JOBS CITY OWNED
HAMEL SODDING & LANDSCAPIN	132	GRASS JOBS CITY OWNED
HAMEL SODDING & LANDSCAPIN	132	GRASS JOBS CITY OWNED
HAMEL SODDING & LANDSCAPIN	264	GRASS JOBS CITY OWNED
HAMEL SODDING & LANDSCAPIN	264	GRASS JOBS CITY OWNED
HAMEL SODDING & LANDSCAPIN	264	GRASS JOBS CITY OWNED
HAMEL SODDING & LANDSCAPIN	264	GRASS JOBS CITY OWNED
HAMEL SODDING & LANDSCAPIN	264	GRASS JOBS CITY OWNED
HAMEL SODDING & LANDSCAPIN	264	GRASS JOBS CITY OWNED
HARRIS MOTOR SPORTS	133.34	SEASONAL LEASE-ADAPTI
HARRIS MOTOR SPORTS	283.34	SEASONAL LEASE ON BEV
HAUSERS WATER SYSTEMS INC	130	9 MIXED BED EXCHANGE
HDC BUSINESS FORMS CORP	1325.25	PRINTING OF UTILITY B
HEIAR FENCING & SUPPLY INC	1275	MATERIAL AND LABOR FO
HENDERSON PRODUCTS INC	4308	2 NEW 2020 FORCE AMER
HENDERSON PRODUCTS INC	91465	2 NEW 2020 FORCE AMER
HENDERSON PRODUCTS INC	4308	2 NEW 2020 FORCE AMER
HENDERSON PRODUCTS INC	91465	2 NEW 2020 FORCE AMER
HERBST UPHOLSTERY	1109.3	1923-REPAIR TRAILER B
HORSFIELD MATERIALS INC	505	4 CY C-4 MIX CONCRETE
HORSFIELD MATERIALS INC	820.63	6 1/2 CY C-4 MIX CONC
HORSFIELD MATERIALS INC	1136.25	9 CY C- MIX CONCRETE
HOUSING	25000	2320 JACKSON-TN
HOYNE LANDSCAPING & SNOW P	239.5	MILLER RIVERVIEW
HOYNE LANDSCAPING & SNOW P	229.17	ROCK FOR CAMPGROUNDS
HOYNE LANDSCAPING & SNOW P	450	SOIL FOR EPP
HYDRITE CHEMICAL COMPANY	1085	AC518101 - CITRIC ACI
HYDRITE CHEMICAL COMPANY	99	LTL TRANSPORTATION SU
HYGIENIC LABORATORY	240	LEAD/COPPER SAMPLING
IDEXX DISTRIBUTION CORP	2543.82	#98-12973-00 - WP2001
IDEXX DISTRIBUTION CORP	14.74	SHIPPING - INV#307103
INGRAM LIBRARY SERVICES IN	2979.69	ADULT BOOKS FOR LIBRA
INGRAM LIBRARY SERVICES IN	1364.95	ADULT BOOKS FOR LIBRA
INGRAM LIBRARY SERVICES IN	82.94	FY21 CHILDRENS BOOKS
INGRAM LIBRARY SERVICES IN	11.99	FY21 CHILDRENS BOOKS
INGRAM LIBRARY SERVICES IN	459.1	FY21 YOUNG ADULT BOOK
INGRAM LIBRARY SERVICES IN	62.05	FY21 YOUNG ADULT BOOK
INTELIUS SCREENING SOLUTIO	57	AUGUST 2020 FOR LEISU
INTERSTATE POWER SYSTEMS I	1236.53	2602-(1) A/C CONDENSE
IOWA BASED MILLING LLC	15624	ASPHALT MILLING ON 8/
IOWA BASED MILLING LLC	1932.3	ASPHALT MILLING ON CE
IOWA COMMUNITIES ASSURANCE	693.78	FY21 DAMAGE CLAIMS

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
IOWA DEPARTMENT OF HUMAN S	24788.06	LOCAL MATCH OF GEMT
IOWA DEPARTMENT OF PUBLIC		50 FIREFIGHTER 2 CERTIFI
IOWA STATE UNIVERSITY	4000	SERVICES FROM IA PAVE
J & R SUPPLY COMPANY	1207	DRAIN TILE SUPPLIES F
J & R SUPPLY COMPANY	875	SEWER PIPE
J & R SUPPLY COMPANY	5250	15 MANHOLE RING & LID
J & R SUPPLY COMPANY	2750	FIRE HYDRANT EXTENSIO
J & R SUPPLY COMPANY	2470	TOP SECTION VALVE BOX
J & R SUPPLY COMPANY	375	8 X 8 ANCHORING TEE-
J & R SUPPLY COMPANY	913	DRAIN TILE SUPPLIES F
J & R SUPPLY COMPANY	695	CATCH BASIN GRATE
J & R SUPPLY COMPANY	160	PARTS FOR SOUTH PLANT
J&R RENTAL LLC	222	CUT OFF SAW FILTERS
JAMES ORR COATING INSPECTI	7000	ROOSEVELT ST 1.25 MIL
JAMES ORR COATING INSPECTI	4800	WEST TOWER CLEAN OUT
JDV PROCESS EQUIPMENT CORP	6855	SLUDGE SCREW CONVEYOR
JEROME W BEN	385	REIMBURSEMENT FOR PER
JULIEN DUBUQUE INT'L FILM	2370	FY21 OSG AWARD
JUSTINE HULL	115.86	AUGUST 2020 MILEAGE R
KEMP TRUCKING INC	1856.25	ROCKDALE AND GRANDVIE
KEY CITY CONCRETE CREATION	1035.73	2272 PRINCE ST - SIDE
KIECKS CAREER APPAREL	120	UNIFORMS & ACADEMY RE
KIECKS CAREER APPAREL	950.8	UNIFORMS & ACADEMY RE
KIECKS CAREER APPAREL	120	UNIFORMS & ACADEMY RE
KIECKS CAREER APPAREL	950.8	UNIFORMS & ACADEMY RE
KIECKS CAREER APPAREL	120	UNIFORMS & ACADEMY RE
KIECKS CAREER APPAREL	950.8	UNIFORMS & ACADEMY RE
KIECKS CAREER APPAREL	120	UNIFORMS & ACADEMY RE
KIECKS CAREER APPAREL	950.8	UNIFORMS & ACADEMY RE
KIM A HERRIG	345	FY21/OCTOBER 2020 CUS
KLUCK CONSTRUCTION	1540	2830 HEDLEY CT - REMO
KONE INC	200	CONTRACT #41604777 -
KONE INC	190.8	QUARTERLY ELEVATOR MA
KONE INC	64.8	QUARTERLY ELEVATOR MA
KONE INC	36	QUARTERLY ELEVATOR MA
KONE INC	68.4	QUARTERLY ELEVATOR MA
KONE INC	2034	MAINTENANCE SERVICE F
KONE INC	127.5	ELEVATOR MAINT - CTY
KONE INC	127.5	ELEVATOR MAINT - CTY
KRUSER SEPTIC SERVICE INC	150	07/30/20 - TRAILER JE
LEISURE SERVICES REFUNDS	200	REFUND FOR PICNIC TAB
LEISURE SERVICES REFUNDS	75	WOODEN WEDDING- PORT
LEISURE SERVICES REFUNDS	35	BUELOW FAMILY REUNION
MAIL SERVICES UNLIMITED IN	319.2	US MAIL HANDLING FEES
MAQUOKETA VALLEY ELECTRIC	377.3	FY21 ELECTRICITY COST
MAQUOKETA VALLEY ELECTRIC	184.9	FY21 ELECTRICITY COST
MAQUOKETA VALLEY ELECTRIC	2442.04	FY21 ELECTRICITY COST
MAQUOKETA VALLEY ELECTRIC	143.25	ELECTRIC SERVICE FOR
MAQUOKETA VALLEY ELECTRIC	879.6	ENERGY COSTS FOR LAND

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
MAQUOKETA VALLEY ELECTRIC	209.11	ENERGY COSTS FOR LAND
MAQUOKETA VALLEY ELECTRIC	501.55	ENERGY COSTS FOR THE
MAQUOKETA VALLEY ELECTRIC	119.17	ENERGY COSTS FOR LAND
MAQUOKETA VALLEY ELECTRIC	3121.25	RELOCATION COSTS- SER
MAQUOKETA VALLEY ELECTRIC	12360	RELOCATION COSTS- SER
MARTIN EQUIPMENT OF IL INC	576.28	3471-(1) FUEL PUMP (
MARTIN EQUIPMENT OF IL INC	507.06	3452-(1) BUMPER (1)
MARTIN EQUIPMENT OF IL INC	99.44	3455-(2) AIR FILTERS
MARTIN EQUIPMENT OF IL INC	62.56	3455-(2) AIR FILTERS
MARTIN EQUIPMENT OF IL INC	49.2	PINS FOR TEETH ON MIN
MCCULLOUGH CREATIVE	179.65	BUS WRAP GRAPHIC FABR
MCCULLOUGH CREATIVE	1335.35	BUS WRAP GRAPHIC FABR
MCGRATH AUTOMOTIVE GROUP I	25215.98	2020 DODGE RAM 1500 C
MEDIACOM	82.3	2601 JACKSON
MEDIACOM	129.95	GREENHOUSE THRU JUNE
MEDICAL ASSOCIATES	2008.5	NEW HIRE PHYSICALS FO
MICHAEL C VAN MILLIGEN	275	NATIONAL CIVIC LEAGUE
MICHAEL J BREITBACH	950	2060 WASHIINGTON-WN R
MICHAEL J REINERT	220	REIMBURSEMENT FOR PER
MIDWEST CARWASH SYSTEMS	1303.39	133-REPLACE RECIRCULA
MIDWEST TAPE LLC	-9.99	FY21 ADULT SERVICES A
MIDWEST TAPE LLC	115.76	FY21 ADULT SERVICES A
MIDWEST TAPE LLC	86.96	FY21 ADULT SERVICES D
MIDWEST TAPE LLC	537.29	FY21 ADULT SERVICES D
MIDWEST TAPE LLC	719.07	FY21 ADULT SERVICES D
MIDWEST TAPE LLC	502.3	FY21 ADULT SERVICES D
MIDWEST TAPE LLC	28.47	FY21 DISCOUNTED AV MA
MIDWEST TAPE LLC	22.48	FY21 DISCOUNTED AV MA
MIDWEST TAPE LLC	53.44	BLURAYS FOR LIBRARY C
MIKE M STEVE	3584.4	5 YEAR INTERNAL PIPE
MIKE'S AUTO CENTER INC	1255.75	INSTALL BED SLIDE IN
MILE HIGH SHOOTING ACCESSO	340	TAG GEAR SASR ADJUSTA
MILE HIGH SHOOTING ACCESSO	204	TAB GEAR SASR ADJUSTA
MIRACLE CAR WASH CORP	135.85	FY21 DEPT 11 CAR WASH
MIRACLE CAR WASH CORP	14.72	AUG-20
MIRACLE EXPRESS INC	10.45	FY21 DEPT 11 CAR WASH
MISCELLANEOUS	20	MALONE MARISSA OVERP
MI-T-M EQUIPMENT SALES & S	60	LANDFILL SUPPLIES
MI-T-M EQUIPMENT SALES & S	79.15	LANDFILL SUPPLIES
MI-T-M EQUIPMENT SALES & S	9	LANDFILL SUPPLIES
MI-T-M EQUIPMENT SALES & S	32.6	LANDFILL SUPPLIES
MI-T-M EQUIPMENT SALES & S	118.5	LANDFILL SUPPLIES
MOLO OIL COMPANY	5065.36	2500 GALLONS UNLEADED
MOLO OIL COMPANY	2308.55	1500 GALLON DIESEL-MA
MOLO OIL COMPANY	12042.24	STORES-8005 GALS OF 8
MOLO OIL COMPANY	9226.66	STORES-7501 GALS B20
MOLO OIL COMPANY	5879.33	POD MARINA
MULGREW OIL COMPANY	162.33	2602-#2 DIESEL W/2% B
MULGREW OIL COMPANY	113.32	2701-CNG FUEL FOR JUN

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
MULGREW OIL COMPANY	690.19	4004-CNG FUEL FOR JUN
MULGREW OIL COMPANY	702.43	220-LANDFILL FUEL FOR
MULGREW OIL COMPANY	619.71	220-LANDFILL FUEL FOR
MULGREW OIL COMPANY	19.19	119-FUELING AT KWIK S
MULGREW OIL COMPANY	144.24	1904-FUELING AT KWIK
MULGREW OIL COMPANY	332.32	1906-FUELING AT KWIK
MULGREW OIL COMPANY	29.05	1908-FUELING AT KWIK
MULGREW OIL COMPANY	24.16	1913-FUELING AT KWIK
MULGREW OIL COMPANY	77.34	3102-CNG FUEL FOR JUN
MULGREW OIL COMPANY	42.08	1906-FUELING AT KWIK
MULGREW OIL COMPANY	109.44	GREASE FOR TERMINAL A
MULGREW OIL COMPANY	634.17	220-LANDFILL FUEL FOR
MULGREW OIL COMPANY	373.44	220-LANDFILL FUEL FOR
MULTICULTURAL FAMILY CENTE	390	MICROSOFT OFFICE SUIT
MUNICIPAL COLLECTIONS OF A	32.5	COLLECTION FEES
NETWORK COMPUTER SOLUTIONS	1544	PROD SUP COVERAGE VCE
NETWORK COMPUTER SOLUTIONS	21576	RENEWAL PROD SNS VSP
NIELAND REFRIGERATION	698.53	IOIL CHANGE AND PM SE
NORTHEAST IOWA SCHOOL OF M	2505	FY21 OSG AWARD
NORTHERN LIGHTS FOODSERVIC	80.26	BHGC
NORTHERN LIGHTS FOODSERVIC	317.14	BHGC
NORTHERN LIGHTS FOODSERVIC	224.69	BHGC
NORTHLAND PRODUCTS CO INC	168.95	133-SERVICE SHOP PART
ONMEDIA	500	ADVERTISING FOR EMS P
OVERDRIVE INC	899.69	FY21 ADULT SERVICES E
OVERDRIVE INC	1203.8	FY21 ADULT SERVICES E
OVERDRIVE INC	820.27	FY21 ADULT SERVICES A
OVERDRIVE INC	1251.4	FY21 ADULT SERVICES A
OVERDRIVE INC	1119.33	FY21 CHILDRENS EBOOKS
OVERDRIVE INC	1034.65	FY21 YOUNG ADULT AUDI
PALE BLUE DOT LLC	6427.5	CONSULTANT FOR CLIMAT
PARADISE RIDGE LANDSCAPING	4750	GRANDVIEW AND ROCKDAL
PARADISE RIDGE LANDSCAPING	4364	GRANDVIEW AND ROCKDAL
PARADISE RIDGE LANDSCAPING	3500	GRANDVIEW AND ROCKDAL
PETDATA	3847.2	PET DATA FEES FY21
PIGOTT INC.	1149.31	CPU HOLDERS FOR FINAN
PIGOTT INC.	2591	GLASS BARRIERS FOR CO
PIGOTT INC.	1996.04	COVID 19 PROTECTION F
PITNEY BOWES / RESERVE ACC	470	POSTAGE FUNDS FOR DLE
PITNEY BOWES / RESERVE ACC	468	POSTAGE FUNDS FOR DLE
POLICE MISCELLANEOUS	37.73	SUBPOENA RESEARCH BIL
POLYDYNE INC	17250	6 TOTES CLARIFLOC - C
POLYDYNE INC	8211	3 TOTES CLARIFLOC - C
PRECISION PLUMBING INC.	652	2060 WASHINGTON-WN RE
QUAD OPTICAL SERVICES LLC	3449.5	HWY 151 DIG UPS/CONDU
QUAD OPTICAL SERVICES LLC	6030.7	HWY 20: NW ARTERIAL T
QUAD OPTICAL SERVICES LLC	2501.39	CATFISH CREEK BRIDGE
RACOM CORPORATION	314.88	FY21 EDACS ACCESS FEE
RACOM CORPORATION	134.5	FY21 EDACS ACCESS-MON

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
RACOM CORPORATION	26.9	RADIO ACCESS FOR CITY
RACOM CORPORATION	3398	SERVICE SUPPORT CONTR
RACOM CORPORATION	1373.5	SERVICE SUPPORT CONTR
RACOM CORPORATION	7016	SERVICE SUPPORT CONTR
RACOM CORPORATION	6457.96	SERVICE SUPPORT CONTR
RACOM CORPORATION	6479.92	SERVICE SUPPORT CONTR
RACOM CORPORATION	5935.68	SERVICE SUPPORT CONTR
RACOM CORPORATION	6837.36	SERVICE SUPPORT CONTR
RACOM CORPORATION	17952.04	SERVICE SUPPORT CONTR
RACOM CORPORATION	6712.08	SERVICE SUPPORT CONTR
RACOM CORPORATION	1373.5	SERVICE SUPPORT CONTR
RAHKEE NORMAN	2475.6	LEAD - 2327 ROOSEVELT
RAHKEE NORMAN	500	HH - 2327 ROOSEVELT S
RANDOM HOUSE LLC	26.25	ADULT AUDIO TITLES
RANDOM HOUSE LLC	52.5	ADULT AUDIO TITLES
RELATION SPECIALTY RISK	1559.68	AMERICORPS INSURANCE
RENTAL SERVICES INC	2994	FY 2021 BACKGROUND CH
RICHARD W JONES	19.55	RX FOR RETIRED FIREFI
RIISING STAR THEATRE COMPAN	1127	FY21 OSG AWARD
RIVER CITY PAVING	97314.86	ASPHALT FOR FY21
RIVER CITY PAVING	101.3	ASPHALT FOR FY21
RIVER CITY PAVING	202.6	ASPHALT FOR FY21
RIVER CITY PAVING	33507	ASPHALT FOR FY21
RIVER CITY PAVING	353.54	ASPHALT FOR FY21
RIVER CITY PAVING	2024.48	ASPHALT FOR FY21
RIVER CITY STONE	353.57	STONE FOR FY21
RIVER CITY STONE	1063.51	STONE FOR FY21
RIVER CITY STONE	1401.35	STONE FOR FY21
RIVER CITY STONE	496.82	STONE FOR FY21
RIVER CITY STONE	266.02	STONE FOR FY21
RIVER CITY STONE	1565.75	STONE FOR THE LANDFIL
RIVER CITY STONE	2012.97	STONE FOR THE LANDFIL
RIVER CITY STONE	316.22	STONE FOR JFK/KAUFMAN
RIVER CITY STONE	624.49	FILL FOR WATER MAIN R
ROCHESTER ARMORED CAR CO I	113.95	ARMORED CAR SERVICE F
ROTORK CONTROLS INC	493.89	MOD6B IQT TYPE 4X CH+
SANDRY FIRE SUPPLY LLC	406.5	10.5 FIRE BOOT
SCHUSTER SERVICES OF DUBUQ	650	TREE REMOVAL
SCOTT A COULSON	800	VETS BALL FIELD
SCOTT PRINTING	1078.56	2750 EA-FLUORESCENT S
SERVICE ONE INC	1475	REPLACE TUBE WITH EXI
SID TOOL CO. INC	141.47	125MINI-(12) RUBBERIZ
SID TOOL CO. INC	44.83	125BIG-(6) GREY PRIME
SID TOOL CO. INC	40.05	132-(6) RED OXIDE PRI
SID TOOL CO. INC	42.38	149-(6) NAVY BLUE SPR
SIMON SOLUTIONS	972	ACCT# 20010078 - CHAR
SKYLINE TRUCKING & STORAGE	1050	SOIL FOR VARIOUS LOCA
SKYLINE TRUCKING & STORAGE	1200	GRANDVIEW AND ROCKDAL
SKYLINE TRUCKING & STORAGE	350	10 CY BLACK DIRT ON 9

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
SKYLINE TRUCKING & STORAGE	700	EAGLE POINT PARK
SPX CORPORATION	23960	GENFARE LINK HOSTING
SPX CORPORATION	3600	INSTALL FAST FARE - F
STANLEY SAMSON	105.64	TRANSLATIONS OF COVID
STANLEY SAMSON	16.34	TRANSLATIONS OF COVID
STANLEY SAMSON	360	TRANSLATIONS OF COVID
STAPLES ADVANTAGE	84.45	TRANSIT OFFICE SUPPLI
STAPLES ADVANTAGE	22.45	TRANSIT OFFICE SUPPLI
STEEL MART	1740.8	SIGN POSTS
STETSON BUILDING PRODUCTS	10.32	4 COUPLERS-ASPHALT OV
STETSON BUILDING PRODUCTS	53.37	DRAIN TILE FOR THE SH
STETSON BUILDING PRODUCTS	6.88	COUPLERS FOR THE DRAI
STRAND ASSOCIATES INC	1721.49	PROFESSIONAL SVCS - 2
SWANK MOTION PICTURES INC	336.7	JUMANJI THE NEXT LEVE
TELEGRAPH HERALD	23.01	RESTRUCTURING JULE TR
TELEGRAPH HERALD	25.5	REVISION TO PUBLIC HO
TELEGRAPH HERALD	106.71	ORDINANCES 27-20 THRU
TELEGRAPH HERALD	160.47	FINAL ASSESSMENT FOR
TELEGRAPH HERALD	1112.98	ORDINANCES 31-20 THRU
TELEGRAPH HERALD	20	OCT 7 M VAN MILLIGEN
TEST AMERICA LABORATORIES	75	J189975-1 - DMRQA BIL
TEST AMERICA LABORATORIES	97.75	J182291-1 - NPDES PER
TEST AMERICA LABORATORIES	79	J182291-1 - NPDES PER
TEST AMERICA LABORATORIES	8.84	J189291-1 - ENVIRONME
TEST AMERICA LABORATORIES	79	J189803-1 - NPDES PER
TEST AMERICA LABORATORIES	79	J189803-1 - NPDES PER
TEST AMERICA LABORATORIES	7.9	J189803-1 - ENVIRONME
THAT MAN HOME MAINTENANCE	1986.38	2966 WHITE ST - HOME0
THAT MAN HOME MAINTENANCE	2088.26	2966 WHITE ST - HOME0
THAT MAN HOME MAINTENANCE	500	2966 WHITE ST - HOME0
THAT MAN HOME MAINTENANCE	2700	2966 WHITE ST - ACCES
THAT MAN HOME MAINTENANCE	600	FINAL CONSTRUCTION ON
THE BATTERY CENTER	269.96	BATTERIES FOR BATTERY
THE LOCKSMITH EXPRESS	75	PATROL VEHICLE KEY &
THE LOCKSMITH EXPRESS	45	WELFARE CHECK - PATRO
THE LOCKSMITH EXPRESS	15	COMMUNITY POLICING -
THE LOCKSMITH EXPRESS	65	LOCK REPAIRS
THOMPSON TIRE & RETREAD	6528.36	125MINI-(12) 22575R16
THOMPSON TIRE & RETREAD	183.5	1941-(1) FRONT END AL
THOMPSON TIRE & RETREAD	483.31	4002-(1) ENDURANCE RS
THOMPSON TIRE & RETREAD	470.94	3403-(1) G289 TIRE (
THOMPSON TRUCK & TRAILER I	209.81	2659-REPAIR FOR TRANS
THOMSON REUTERS - WEST	465.47	REMAINING EXPENSES FO
THOMSON REUTERS - WEST	45.5	REMAINING EXPENSES FO
TIMOTHY J LAWLER	385	REIMBURSEMENT FOR PER
TIMOTHY L SPECHT	7875	907 RHOMBERG LEAD AND
TIMOTHY L SPECHT	2400	907 RHOMBERG LEAD AND
TRAVIS F SMITH	2240	GRASS MOWING FOR CITY
TRAVIS F SMITH	1100	GRASS MOWING FOR CITY

VENDOR NAME	PAYMENT AMOUNT	DESCRIPTION
TRAVIS F SMITH	630	GRASS MOWING FOR CITY
TRAVIS F SMITH	320	GRASS MOWING FOR CITY
TRAVIS F SMITH	1070	GRASS MOWING FOR CITY
TRICON CONSTRUCTION GROUP	410793.34	UPPER BEE BRANCH CREE
TRICON CONSTRUCTION GROUP	9106.1	UPPER BEE BRANCH CREE
TRICON CONSTRUCTION GROUP	579585.03	UPPER BEE BRANCH CREE
TRIPLETT COMPANIES	253.88	DESK TABLE - FORGOT T
TRUCK COUNTRY OF IOWA INC	1069.64	4004-REPAIR CNG LEAK
TSCHIGGFRIE EXCAVATING	4995	CLEANING CEDAR STREET
TSCHIGGFRIE EXCAVATING	126	ASSISTANCE WITH THE I
TURNT KIDZ DANCE ORGANIZAT	204	DANCE CLASSES THRU JU
UNION HOERMANN PRESS	1178	CITY NEWS-JULY/AUGUST
UNION HOERMANN PRESS	719	PRINTING THE SOLID WA
USPS	20000	NEOPOST - POSTAGE PRE
USPS	500	REFILL POSTAGE PERMIT
VAN METER INDUSTRIAL INC	39.26	GFI OUTLETS FOR MSC S
VAN METER INDUSTRIAL INC	1125.64	REPAIR MFS-10-01 - IN
VAN METER INDUSTRIAL INC	25.57	STRAPS AND ELECTRICAL
VAN METER INDUSTRIAL INC	21.67	STRAPS AND ELECTRICAL
VERGENT POWER SOLUTIONS IN	17561	QUARTERLY PAYMENTS FO
VERMEER SALES & SERVICES,	211	FOR FORESTRY #4410
VERMEER SALES & SERVICES,	31	#4410 FORESTRY
WARTBURG THEOLOGICAL SEMIN	524.31	FY21 FRANCHISE FEES
WARTBURG THEOLOGICAL SEMIN	38.55	FY21 FRANCHISE FEES
WATER SOLUTIONS UNLIMITED	8283.95	PHOSPHATE FOR WATER T
WELU PRINTING COMPANY	1644.65	POSTCARDS CENSUS 2020
WENZEL TOWING SERVICE	60	1804-TOW FROM LOCUST
WENZEL TOWING SERVICE	50	1804-TIRE SERVICE (23
WENZEL TOWING SERVICE	187.5	2652-TOW FROM HOLLIDA
WHKS AND COMPANY	630.7	MADISON ST RETAINING
ZACHARY J DOWELL	137.5	REIMBURSEMENT FOR PER
ZARNOTH BRUSH WORKS INC	847	4007-(4) DIRT SHOE RU

EXCEPTIONS TO COUNCIL PRE-APPROVAL

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
ET210947	09/09/2020	3C PAYMENT USA CORP	\$ 100.00	MONTHLY ACH CREDIT/DEBIT
ET210935	09/08/2020	7G DISTRIBUTING LLC	1,896.75	ALCOHOL CHARGES FOR BUNKE
490090	09/09/2020	A&B LAWN CARE PROPERTY MANAGEMENT L	34.70	UB REFUND
489980	09/04/2020	ACCELA INC	72,868.30	RENEW 6/12/20-6/11/21 SUB
489980	09/04/2020	ADOBE SYSTEMS INC	14.99	MONTHLY FEE - ELECT BLDG
489980	09/04/2020	ADVANCED AUTO PARTS	293.05	1710-BRKPADS, ROTORS, SHOCK
489980	09/04/2020	ADVANCED AUTO PARTS	(15.00)	2103-CREDIT STARTER CORE
489980	09/04/2020	ADVANCED AUTO PARTS	157.69	2103-STARTER, WIPER BLADES
489980	09/04/2020	ADVANCED AUTO PARTS	(150.00)	2607-CREDIT P/S GEAR CORE
489980	09/04/2020	ADVANCED AUTO PARTS	332.99	2607-POWER STEERING GEAR
489980	09/04/2020	ADVANCED AUTO PARTS	100.28	2607-REAR SHOCKS
489980	09/04/2020	ADVANCED AUTO PARTS	(329.99)	2613-CR STEERGEAR WARRNTY
489980	09/04/2020	ADVANCED AUTO PARTS	92.49	2613-PITMAN ARM
489980	09/04/2020	ADVANCED AUTO PARTS	332.99	2613-STEERING GEAR
489980	09/04/2020	ADVANCED AUTO PARTS	178.49	2614-FAN CLUTCH
489980	09/04/2020	ADVANCED AUTO PARTS	32.82	4903-LIGHT BULBS, SOCKETS
489980	09/04/2020	ADVANCED AUTO PARTS	20.89	TRAILER PLUG
490297	09/16/2020	AHLERS & COONEY PC	472.50	BLUM PROPERTIES INC
490297	09/16/2020	AHLERS & COONEY PC	407.05	GENERAL PROFESSIONAL
490297	09/16/2020	AHLERS & COONEY PC	1,916.00	SEWER REVENUE SRF LOA
490297	09/16/2020	AHLERS & COONEY PC	1,916.00	STORM WATER SRF LOAN
490297	09/16/2020	AHLERS & COONEY PC	60.00	URBAN RENEWAL GENERAL
490297	09/16/2020	AHLERS & COONEY PC	1,916.00	WATER METER SYSTEM DW
490317	09/16/2020	AIDAN P CARR	150.00	STIPEND/ALLOCATED MEA
489980	09/04/2020	AIR DIMENSIONS INC	315.86	REP KT-SMP PMP A-TRN-HPO
490301	09/16/2020	AIRGAS USA LLC	214.13	CYLINDER LEASE AND RE
490299	09/16/2020	ALLIANT ENERGY	21,309.47	ELECTRICAL USAGE FOR
490299	09/16/2020	ALLIANT ENERGY	74,061.99	ELECTRICITY COSTS
490299	09/16/2020	ALLIANT ENERGY	132.96	ENERGY COSTS FOR 3405
490299	09/16/2020	ALLIANT ENERGY	90.40	ENERGY COSTS FOR LORA
490299	09/16/2020	ALLIANT ENERGY	8,407.36	ENERGY COSTS FOR THE
490299	09/16/2020	ALLIANT ENERGY	16,334.51	ENERGY COSTS FOR VARI
490299	09/16/2020	ALLIANT ENERGY	9,035.49	FOR PARK AND RECREATI
490300	09/16/2020	ALLIANT ENERGY	194.98	ID#72-ELECTRIC SEPT 2
489980	09/04/2020	ALTORFER INC	54.56	3104-FILTERS PM SERVICE
489980	09/04/2020	ALTORFER INC	120.14	3292-FILTERS PM SERVICE
489980	09/04/2020	ALTORFER INC	15.00	3475-FREIGHT
489980	09/04/2020	ALTORFER INC	38.79	3475-SEAT RIDE INDICATOR
489980	09/04/2020	ALTORFER INC	552.00	EQUIPMENT RENTAL
489980	09/04/2020	AMAZON.COM LLC	232.11	
489980	09/04/2020	AMAZON.COM LLC	15.70	125-JULE DEF TESTER TOOL
489980	09/04/2020	AMAZON.COM LLC	229.20	2607-STEERING STABILIZER
489980	09/04/2020	AMAZON.COM LLC	20.85	3 PACKS RINGS BAKING PANS
489980	09/04/2020	AMAZON.COM LLC	35.97	3: USB CHARGER-IPHONE
489980	09/04/2020	AMAZON.COM LLC	60.73	4 BOOKS FOR ADULT COLLECT
489980	09/04/2020	AMAZON.COM LLC	22.99	AMAZON - GRAPE JELLY
489980	09/04/2020	AMAZON.COM LLC	34.99	AMAZON - HAND SANITIZER
489980	09/04/2020	AMAZON.COM LLC	139.96	AMAZON, COVID
489980	09/04/2020	AMAZON.COM LLC	551.72	AMAZON-GUN LIGHTS
489980	09/04/2020	AMAZON.COM LLC	170.94	BATTERIES FOR TIME LAPSE
489980	09/04/2020	AMAZON.COM LLC	50.68	BOOK
489980	09/04/2020	AMAZON.COM LLC	14.00	BOOK FOR PATRON REQUEST
489980	09/04/2020	AMAZON.COM LLC	74.11	BOOKS
489980	09/04/2020	AMAZON.COM LLC	170.58	BOOKS FOR PATRON REQUEST
489980	09/04/2020	AMAZON.COM LLC	31.67	BOOKS FOR PATRON REQUESTS
489980	09/04/2020	AMAZON.COM LLC	19.98	CAR CHARGER

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489980	09/04/2020	AMAZON.COM LLC	8.75	CAT'S COLOURS
489980	09/04/2020	AMAZON.COM LLC	13.59	CD PATRON REQUEST
489980	09/04/2020	AMAZON.COM LLC	19.98	CHARGER
489980	09/04/2020	AMAZON.COM LLC	201.58	COVID POSTER SIGN STANDS
489980	09/04/2020	AMAZON.COM LLC	(49.99)	CR FOR BENT WHITE BOARD
489980	09/04/2020	AMAZON.COM LLC	27.99	CRAFTS FOR MAKER SPACE
489980	09/04/2020	AMAZON.COM LLC	467.67	DIN RAIL BRCK/PORTS
489980	09/04/2020	AMAZON.COM LLC	58.95	DISPOSAL WATER CUPS COVID
489980	09/04/2020	AMAZON.COM LLC	22.49	ENVELOPES
489980	09/04/2020	AMAZON.COM LLC	13.99	FACE MASK FOR NEW HIRE
489980	09/04/2020	AMAZON.COM LLC	41.70	FACE MASKS FOR STAFF
489980	09/04/2020	AMAZON.COM LLC	39.98	FACE MASKS-PROSHOP/MAINT
489980	09/04/2020	AMAZON.COM LLC	90.78	FBO HVAC THERMOSTAT
489980	09/04/2020	AMAZON.COM LLC	214.98	FUEL TRANSFER PUMP
489980	09/04/2020	AMAZON.COM LLC	289.99	FUEL TRANSFER TANK
489980	09/04/2020	AMAZON.COM LLC	10.25	HIGHLIGHTERS
489980	09/04/2020	AMAZON.COM LLC	30.87	HOT SPOT WALL CHARGERS
489980	09/04/2020	AMAZON.COM LLC	48.89	IPAD CASES AND CHARGERS
489980	09/04/2020	AMAZON.COM LLC	19.59	IPHONE CASE PAUL DAVIS
489980	09/04/2020	AMAZON.COM LLC	32.17	ITEMS FOR TAKE N MAKE KIT
489980	09/04/2020	AMAZON.COM LLC	15.98	MAKE AND TAKE KIT JULY/AU
489980	09/04/2020	AMAZON.COM LLC	129.90	MASK FOR COVID PROTECTION
489980	09/04/2020	AMAZON.COM LLC	260.00	MASK FOR PROTECTION
489980	09/04/2020	AMAZON.COM LLC	849.95	MASKS - COVID
489980	09/04/2020	AMAZON.COM LLC	184.80	MOBILE CART FOR AV/EVENTS
489980	09/04/2020	AMAZON.COM LLC	12.82	NAME PLATE
489980	09/04/2020	AMAZON.COM LLC	19.95	NOTARY STAMP
489980	09/04/2020	AMAZON.COM LLC	37.99	OFFICE SUPPLIES
489980	09/04/2020	AMAZON.COM LLC	31.35	ORDER #113-1729534-791062
489980	09/04/2020	AMAZON.COM LLC	107.00	PATCH CABLES
489980	09/04/2020	AMAZON.COM LLC	8.47	PHONE CASE-WORK IPHONE
489980	09/04/2020	AMAZON.COM LLC	185.99	PRJCTR SCRIN- PRTRNSHP DA
489980	09/04/2020	AMAZON.COM LLC	34.76	PROP MAINT - CITY HALL
489980	09/04/2020	AMAZON.COM LLC	17.99	PROP MAINT - FED BLDG
489980	09/04/2020	AMAZON.COM LLC	65.13	PROP MAINT - MCFC
489980	09/04/2020	AMAZON.COM LLC	(19.98)	REFUND
489980	09/04/2020	AMAZON.COM LLC	52.69	REPL WHT BOARD FOR RYAN
489980	09/04/2020	AMAZON.COM LLC	197.85	RETRACTABLE BELT BARRIER
489980	09/04/2020	AMAZON.COM LLC	11.99	RUBBER BANDS
489980	09/04/2020	AMAZON.COM LLC	163.58	SAFETY GLASSES
489980	09/04/2020	AMAZON.COM LLC	598.00	SHOTGUN MIC & BLIMP
489980	09/04/2020	AMAZON.COM LLC	39.59	SIDE WIRE CONNECTS
489980	09/04/2020	AMAZON.COM LLC	59.99	SPEAKERS FOR OFFICE COMPU
489980	09/04/2020	AMAZON.COM LLC	3.70	TAPE DISPENSER
489980	09/04/2020	AMAZON.COM LLC	49.99	TERM. CONF RM WEBCAM
489980	09/04/2020	AMAZON.COM LLC	12.50	TERMINAL CONFERENCE ROOM
489980	09/04/2020	AMAZON.COM LLC	99.98	THERMAL PAPER FOR SCALE
489980	09/04/2020	AMAZON.COM LLC	26.32	TISSUE
489980	09/04/2020	AMAZON.COM LLC	53.77	USB DRIVES FOR TOC
489980	09/04/2020	AMAZON.COM LLC	123.49	VERIZON ROUTER WATER TOWE
489980	09/04/2020	AMAZON.COM LLC	47.00	WINDSCREEN
489980	09/04/2020	AMAZON.COM LLC	99.98	WOOD FOR LASER CUTTER
490321	09/16/2020	ANDRESEN, PAUL	41.93	UB REFUND
489980	09/04/2020	APPLE INC	1.06	ICLOUD STORAGE-MNTHLY FEE
490355	09/16/2020	ARAMARK UNIFORM SERVICES	130.46	FY-21 LINEN SERVICES
489980	09/04/2020	ARIN	150.00	ANNUQL MAINTENANCE AUTONO
489980	09/04/2020	AUDIBLE US	16.00	AUDIBLE MNTHLY FEE
489980	09/04/2020	AUTO FIRE ALARM ASSOC INC	150.00	CEH WEBINAR
489980	09/04/2020	AUTO FIRE ALARM ASSOC INC	25.00	MEMBERSHIP DUES

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
490302	09/16/2020	AUTOMOTIVE ENTERPRISES (AIH)	454.73	FY21 FRANCHISE FEES
490318	09/16/2020	BAILEY J PAULSEN	150.00	STIPEND/ALLOCATED MEA
490350	09/16/2020	BAY SCAN TECHNOLOGIES	608.00	PROPOSAL # 60298 RFID
ET210945	09/09/2020	BC/BS OF IOWA/WELLMARK	172,280.06	WEEKLY & MONTH END TRANS
ET210954	09/16/2020	BC/BS OF IOWA/WELLMARK	88,359.89	WEEKLY & MONTH END TRANS
489980	09/04/2020	BEECHER CO INC.	40.00	4 BAGS OF ICE
490351	09/16/2020	BERENS-TATE CONSULTING GROUP INC	2,500.00	2010D ARBITRAGE REBAT
489980	09/04/2020	BEST BUY	199.98	
489980	09/04/2020	BEST BUY	203.29	BESTBUY-ANGELLA CAMERA
489980	09/04/2020	BEST BUY	(13.30)	REFUND SALES TAX
490347	09/16/2020	BEVERLY H WAGNER	159.28	REIMBURSEMENT FOR LOC
490347	09/16/2020	BEVERLY H WAGNER	105.00	REIMBURSEMENT FOR PRO
490358	09/16/2020	BI-COUNTY DISPOSAL INC	50.00	TRANSFER LANDFILL SCR
489980	09/04/2020	BIG A AUTO PARTS & SERVICE	156.57	1828-L3 TRANS SERVICE
490305	09/16/2020	BLACK HILLS/IOWA GAS UTILITY CO	733.40	BUILDING GAS SERVICES
490305	09/16/2020	BLACK HILLS/IOWA GAS UTILITY CO	134.86	ENERGY COSTS FOR THE
490305	09/16/2020	BLACK HILLS/IOWA GAS UTILITY CO	31.84	FY21 CAO GAS SERVICE
490305	09/16/2020	BLACK HILLS/IOWA GAS UTILITY CO	263.31	PARK AND RECREATION T
490305	09/16/2020	BLACK HILLS/IOWA GAS UTILITY CO	114.59	UTILITY EXPENSE - GAS
ET210948	09/09/2020	BLUEFIN PAYMENT SYSTEMS LLC	85.00	MONTHLY FEES
489980	09/04/2020	BODE TECHNOLOGY	295.00	BODE TECH, DNA TESTING
489980	09/04/2020	BODENSTEINER IMPLEMENT COMPANY	1,766.26	GLASS DOOR-SKID/GEAR BOX
489980	09/04/2020	BODENSTEINER IMPLEMENT COMPANY	157.43	HOUSING MOWER DECK-SPINDL
489980	09/04/2020	BODENSTEINER IMPLEMENT COMPANY	670.61	PARTS FOR #4445
489980	09/04/2020	B-PLUS DUBUQUE LLC	11.99	
489980	09/04/2020	B-PLUS DUBUQUE LLC	35.80	BATTERIES FOR LOCATES
489980	09/04/2020	B-PLUS DUBUQUE LLC	291.80	BATTERIES FOR TRAFFIC CAB
489980	09/04/2020	B-PLUS DUBUQUE LLC	79.98	REMOTE BATTERIES
489980	09/04/2020	BROWNELLS INC	122.95	BROWNELLS
489980	09/04/2020	CAMPBELL SUPPLY CO	249.00	IMPACT WRENCH
489980	09/04/2020	CAPITAL SANITARY	155.37	CITRUS MANGO CARTRIDGES
489980	09/04/2020	CAPITAL SANITARY	28.35	GARBAGE BAGS
489980	09/04/2020	CAPITAL SANITARY	262.60	JANITORIAL SUPP - FED BLD
489980	09/04/2020	CAPITAL SANITARY	443.42	JANITORIAL SUPPLIES - FED
489980	09/04/2020	CAPITAL SANITARY	187.77	LAUNDRY PRODUCTS
489980	09/04/2020	CAPITAL SANITARY	92.10	PAPER TOWEL
489980	09/04/2020	CAPITAL SANITARY	103.58	RESTROOM CITRUS CARTRIDGE
489980	09/04/2020	CDW GOVERNMENT INC	326.73	IPAD CASE/KEYBOARD
489980	09/04/2020	CDW GOVERNMENT INC	57.15	KEYBOARD FOR CART
489980	09/04/2020	CDW GOVERNMENT INC	156.32	LOCAL STORAGE FOR EXACQ
489980	09/04/2020	CEDAR RAPIDS GAZETTE INC	59.80	26 WK SUBSCRIPTION RENEWA
489980	09/04/2020	CENTRISYS CORPORATION	1,904.46	HYDRILC OIL FLTRS-CENTRIFU
490356	09/16/2020	CHARLES R GAU	48.30	AUGUST 2020 MILEAGE R
490356	09/16/2020	CHARLES R GAU	300.15	JULY 2020 MILEAGE - 5
490313	09/16/2020	CINTAS CORP	205.76	FACILITY CLEANING AT
489980	09/04/2020	CITY OF DUBUQUE	5.00	
489980	09/04/2020	CITY OF DUBUQUE	1.00	7/29 PRKG REC VIDEO SW AR
489980	09/04/2020	CITY OF DUBUQUE	0.75	8/14 PRKG REC MESSAGE CDE
489980	09/04/2020	CITY OF DUBUQUE	0.75	8/3 PRKG REC VIDEO AMERIC
489980	09/04/2020	CITY OF DUBUQUE	1.25	8/7 PRKG MTG IN MILLWORK
489980	09/04/2020	CITY OF DUBUQUE	17.86	FUEL FOR FIRE BOAT
489980	09/04/2020	CITY OF DUBUQUE	1.00	JC
489980	09/04/2020	CITY OF DUBUQUE	1.25	PARKING PASSPORT-COD
490308	09/16/2020	CITY OF DUBUQUE - UB	214.49	ID#72-SEPT 2020 UTILI
490279	09/11/2020	CITY TREASURER	157,066.24	DED:0010 IPERS
490282	09/11/2020	CITY TREASURER	51,708.88	DED:*SIA STATE IA
490282	09/11/2020	CITY TREASURER	3,377.95	DED:0210 CHILD SPRT
490282	09/11/2020	CITY TREASURER	6,984.55	DED:0610 FLEX-DEPND
490282	09/11/2020	CITY TREASURER	15,351.50	DED:0620 FLEX-MED

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490282	09/11/2020	CITY TREASURER	45.95	DED:0630 FLEX-LIFE
490282	09/11/2020	CITY TREASURER	493.45	DED:0640 FLEX-PARK
490282	09/11/2020	CITY TREASURER	22.50	DED:0650 FLEX-TRNST
490282	09/11/2020	CITY TREASURER	35,533.00	DED:1200 ICMA 457 \$
490282	09/11/2020	CITY TREASURER	4,819.48	DED:1201 ICMA 457 %
490285	09/11/2020	CITY TREASURER	28.12	DED:1101 IPER REPAY
490286	09/11/2020	CITY TREASURER	34,925.82	DED:0410 HEALTH PTX
490286	09/11/2020	CITY TREASURER	68,416.15	DED:0420 HEALTH PTX
490286	09/11/2020	CITY TREASURER	288,317.94	DED:0430 HEALTH PTX
490287	09/11/2020	CITY TREASURER	1,827.84	DED:0510 DENTAL PTX
490287	09/11/2020	CITY TREASURER	6,295.77	DED:0530 DENTAL PTX
490294	09/11/2020	CITY TREASURER	28.00	DED:1130 FILING FEE
490295	09/11/2020	CITY TREASURER	15.00	DED:1125 CELLPH RMB
490319	09/16/2020	CODY L SCHWOCHERT	150.00	STIPEND/ALLOCATED MEA
490314	09/16/2020	COFFMAN ASSOCIATES INC	6,500.00	MASTER PLAN PROFESSIO
489980	09/04/2020	COLE-PARMER INSTRUMENT COMPANY	60.73	
490315	09/16/2020	CONNOLLY CONSTRUCTION	1,024.10	REINSTALLED ACTUATOR
490315	09/16/2020	CONNOLLY CONSTRUCTION	13,294.46	TIME AND MATERIAL FOR
490087	09/09/2020	COOK, W DREW & TERRA M	85.12	UB REFUND
489980	09/04/2020	CRESCENT ELECTRIC	103.94	
490320	09/16/2020	DANE M BAKKEN-DRINKALL	150.00	STIPEND/ALLOCATED MEA
489980	09/04/2020	DAVENPORT FARM & FLEET INC	339.98	BAT-GENERATOR @ CEDAR ST
489980	09/04/2020	DAVENPORT FARM & FLEET INC	22.98	GLOVES FOR STAFF
489980	09/04/2020	DAVENPORT FARM & FLEET INC	32.78	LIGHT BULBS
489980	09/04/2020	DAVENPORT FARM & FLEET INC	73.98	UNIFORM PANTS
490316	09/16/2020	DAVID J KOPPE	61.53	AUGUST 1 TO SEPT 6 2
490349	09/16/2020	DENISE C BLAKELEY-IHRIG	1,750.00	TUITION REIMBURSEMENT
489980	09/04/2020	DES MOINES REGISTER & TRIBUNE CO	10.69	MONTHLY E-SUBSCRIPTION RE
489980	09/04/2020	DESERT NEWCO LLC - GODADDY.COM	59.97	1 QTR WEB HOSTING
489980	09/04/2020	DIAMOND MOWERS INC	256.47	4006-SKID SHOES & FREIGHT
489980	09/04/2020	DISH NETWORK LLC	125.04	DISH NETWORK-SNACK BAR
489980	09/04/2020	DISH NETWORK LLC	121.04	PILOT'S LOUNGE PROGRAMMIN
489980	09/04/2020	DISH NETWORK LLC	84.04	TERMINAL PROGRAMMING
490353	09/16/2020	DITTMER RECYCLING INC	389.96	WEEKLY REFUSE AND REC
489980	09/04/2020	DOLLAR GENERAL	1.61	BUS MAINTENANCE
489980	09/04/2020	DOLLAR GENERAL	20.33	SHOP SUPPLIES
489980	09/04/2020	DOTLOOP LLC	23.78	
489980	09/04/2020	DOTLOOP LLC	(1.74)	TAX REIMBURSEMENT
490296	09/11/2020	DRIVE	15.67	DED:1405 DRIVE
489980	09/04/2020	DRIVE LINE OF DUBUQUE INC	52.14	3212-LOW PROFILE STROBE
489980	09/04/2020	DRIVE LINE OF DUBUQUE INC	24.70	3402-PTO SHAFT U JOINT
489980	09/04/2020	DRONEDEPLOY.COM	49.00	SW ARTERIAL DRONE
490281	09/11/2020	DUBUQUE BANK & TRUST COMPANY	82.33	DED:*AM ADD MED
490281	09/11/2020	DUBUQUE BANK & TRUST COMPANY	117,290.32	DED:*FI FICA
490281	09/11/2020	DUBUQUE BANK & TRUST COMPANY	42,995.30	DED:*FM MEDICARE
490281	09/11/2020	DUBUQUE BANK & TRUST COMPANY	107,122.08	DED:*FT FEDERAL
487836	09/09/2020	DUBUQUE COMMUNITY SCHOOL DIST	60.82	FY21 FRANCHISE FEES
490324	09/16/2020	DUBUQUE COMMUNITY SCHOOL DIST	2,345.99	FY21 FRANCHISE FEES
490325	09/16/2020	DUBUQUE COUNTY HISTORICAL SOCIETY	81.16	FY21 FRANCHISE FEES
490326	09/16/2020	DUBUQUE COUNTY TREASURER	2,572.00	COMMERCIAL PARK BUSIN
490327	09/16/2020	DUBUQUE HOSE & HYDRAULICS	132.43	CONCRETE STEP REPAIR
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	377.55	
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	7.98	0907-MOUNTING HARDWARE
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	61.35	0907-STEP DRILL BIT
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	114.41	118-HARDWARE STOCK ORDER
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	114.41	119-HARDWARE STOCK ORDER
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	114.41	125BIG-HARDWARE STOCKORDR
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	114.41	125MINI-HARDWARE STCKORDR
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	174.88	132-HARDWARE STOCK ORDER

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	58.48	133-COMPACT REGULATOR
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	27.90	133-SHOP GREASE GUN HOSE
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	114.40	134-HARDWARE STOCK ORDER
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	43.91	1921-CLAMPS, HOSE
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	34.06	1949-DRILL BIT 7/8"
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	577.87	220-EQUIP REPAIR SUPPLIES
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	212.50	220-HI TEMP GREASE
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	29.89	220-IMPACT SOCKET
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	50.27	220-RESIN ROLL ALUM OXIDE
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	20.49	220-ZERKS,GREASE COUPLERS
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	9.96	2703-HOSE CLAMPS & ENDS
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	12.73	3213-HYD FITTINGS
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	27.36	3233-T BOLT CLAMPS
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	39.79	3407-CUSTOM MADE HYD LINE
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	66.69	3411-DRAIN VALVES
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	16.89	3417-HOSE,CRIMP HOSE ASSY
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	4.06	3457-CHAIN
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	177.56	4002-HYDRAULIC HOSE
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	14.55	4006-WASHERS,PLOW BOLTS
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	177.56	4007-HYDRAULIC HOSE
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	177.56	4008-HYDRAULIC HOSE
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	28.59	4915-ROD 5/8 FEMALE END
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	149.00	BATTERY FOR BLOWER-FLORA
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	13.44	BLTS/NTS-MNT DEW PMPS-#55
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	13.39	BOLTS-DRAIN FLORA SKATE P
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	30.03	CAM LCKS-CGE OIL-CENTRIFG
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	299.00	DRILL KIT AND BLOWER-MURP
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	5.26	HARDWARE FOR FIBER CABINE
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	19.85	HOSE FOR MOWER
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	20.47	LAG BLTS/SET SCRWS-TERMIN
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	89.35	MAU-75-01 FAN BLT & STOCK
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	5.07	PINTEL HITCH #4410
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	179.44	REP HOSE/PMP CENTRIFUGE
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	0.52	SCREWS-MEMORIAL PLAQUES
489980	09/04/2020	DUBUQUE HOSE & HYDRAULICS	5.85	WASHERS/BLIND RIVET-SHOP
490328	09/16/2020	DUBUQUE MAIN STREET LIMITED	300.00	SE20-083 ROOFTOP CONC
490291	09/11/2020	DUBUQUE PROF FIREFIGHTERS ASSN	1,094.10	DED:1320 UNION DUES
490291	09/11/2020	DUBUQUE PROF FIREFIGHTERS ASSN	3,449.18	DED:1321 UNION DUES
489980	09/04/2020	DUBUQUE SEWING	8.99	JANITORIAL SUPPLIES
489981	09/04/2020	DUBUQUELAND MINI STORAGE INC	107.00	
489980	09/04/2020	DULUTH TRADING STORE	139.00	PANTS FOR ADAM
489980	09/04/2020	EAGLE COUNTRY MARKET #147	19.16	ROOTBEER, SPOONS, CUPS
490312	09/16/2020	EAGLE POINT ENERGY 5	1,945.23	UTILITY EXPENSE - ELE
ET210951	09/11/2020	ELAVON INC	489.15	BLUEFIN-TRANSIT MONTHLY C
ET210952	09/11/2020	ELAVON INC	2,612.97	BUNKER HILL - CC FEES
489980	09/04/2020	ELECTRONIC PRINT INC	(2.38)	REFUNDED TAX
489980	09/04/2020	ELECTRONIC PRINT INC	36.44	RESERV TAGS-MILLER RIVERV
489980	09/04/2020	ELLIOTT EQUIPMENT COMPANY	22.54	3404-LATCH HOOK SPRINGS
489980	09/04/2020	ENERGETICS	642.13	SMPL PMP MTR-TRN B-HPO TK
490329	09/16/2020	ENERGETICS	30.84	TERMINAL HVAC EQUIPME
489980	09/04/2020	ENGRAVED GIFT COLLECTION LLC	5.00	NAME TAG FOR JENNA HIRTZ
489980	09/04/2020	ENVISION SPORTS DESIGNS	136.00	
489980	09/04/2020	ENVISION SPORTS DESIGNS	1,406.00	ENVISION-BALLCAP HATS
490357	09/16/2020	EXPRESS EMPLOYMENT PROFESSIONALS	1,084.95	TEMP SCALE HOUSE OPER
489980	09/04/2020	FACEBOOK INC	250.00	AD TO PROMOTE CENSUS 2020
489980	09/04/2020	FACTUAL DATA	92.00	
490331	09/16/2020	FARBER BAG & SUPPLY	618.00	LANDSCAPE FABRIC FOR
489980	09/04/2020	FAREWAY STORES INC	29.99	HAM AND TURKEY
489980	09/04/2020	FAREWAY STORES INC	27.25	ICECREAM, ROOTBEER, SCOOP

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489980	09/04/2020	FAREWAY STORES INC	10.99	PAPER TOWELS-PLAYGROUNDS
489980	09/04/2020	FAREWAY STORES INC	28.33	TURKEY AND HAM
489980	09/04/2020	FAREWAY STORES INC	36.98	TURKEY, HAM
489980	09/04/2020	FAREWAY STORES INC	30.92	TURKEY,HAM
489980	09/04/2020	FAREWAY STORES INC	5.98	VINEGAR-PROGRAM SUPPLIES
489980	09/04/2020	FISHER SCIENTIFIC COMPANY	298.30	QUICK LIME TEST FOR EPP
489980	09/04/2020	GALLS LLC	236.00	GALLS-CANCER BADGE
489980	09/04/2020	GAS STATIONS/TOWING	33.80	1916-FUEL TO ROCHESTER,MN
489980	09/04/2020	GAS STATIONS/TOWING	34.78	1918-FUEL ROCHESTER, MN
489980	09/04/2020	GAS STATIONS/TOWING	68.77	CNG FUEL FOR #2701
489980	09/04/2020	GAS STATIONS/TOWING	36.40	CNG FUEL FOR #3102
489980	09/04/2020	GAS STATIONS/TOWING	157.53	CNG FUEL FOR #4004
489980	09/04/2020	GAS STATIONS/TOWING	34.38	FUEL / PARKING MAINT
489980	09/04/2020	GAS STATIONS/TOWING	535.01	FUEL FOR TRANSFER TRUCK
489980	09/04/2020	GAS STATIONS/TOWING	5.68	FUEL-GENERATOR: CHAPLAIN
489980	09/04/2020	GAS STATIONS/TOWING	58.78	FUEL-TRUCK FOR REC/ROLL
489980	09/04/2020	GAS STATIONS/TOWING	7.00	GAS FOR CHAIN SAWS
489980	09/04/2020	GAS STATIONS/TOWING	109.98	PROPANE FOR GRILL-GOLF EV
490332	09/16/2020	GEISLER BROTHERS COMPANY	348.00	TERMINAL GEOTHERMAL D
490322	09/16/2020	GJ & L PARTNERSHIP	5.16	UB REFUND
489980	09/04/2020	GOVCONNECTION INC	64.63	IPAD CASE JOHN KLOSTERMAN
489980	09/04/2020	GOVCONNECTION INC	64.63	IPAD CASE RYAN CLEARY
489980	09/04/2020	GOVCONNECTION INC	933.04	UPS FOR FEDERAL BUILDING
489980	09/04/2020	GOVERNMENT FINANCE OFFICERS ASSOC	150.00	MEMBERSHIP DUES
489980	09/04/2020	GOVERNMENT FINANCE OFFICERS ASSOC	150.00	MEMBERSHIP DUES FOR HIRTZ
489980	09/04/2020	GOVERNMENT FINANCE OFFICERS ASSOC	135.00	TRAINING FOR JENNA HIRTZ
489980	09/04/2020	GRAINGER INC	31.24	
489980	09/04/2020	GRAINGER INC	37.09	PROP MAINT - CITY HALL
489980	09/04/2020	GRAINGER INC	49.94	PROP MAINT - FED BLDG
489980	09/04/2020	GRAINGER INC	108.80	PROP MAINT - MCFC
489980	09/04/2020	HACH CHEMICAL COMPANY	1,297.23	
489980	09/04/2020	HACH CHEMICAL COMPANY	393.22	NITRIF INHIB/SENSR CAP RE
489980	09/04/2020	HAPPY JOE'S PIZZA & ICE CREAM PARLO	48.00	HAPPY JOES-DCI MEETING
489980	09/04/2020	HARTIG DRUG COMPANY	28.82	HARTIG DRUG, ARENSDORF
489980	09/04/2020	HAWKEYE BOAT SALES INC	34.79	1922-BULB,PRIMER BULB KIT
489980	09/04/2020	HAWKEYE BOAT SALES INC	122.24	1922-DEPTH FINDER, LIGHT
489980	09/04/2020	HD SUPPLY FACILITIES MAINT LTD	220.56	
490333	09/16/2020	HDR ENGINEERING INC	2,770.42	ANNUAL ENGINEERING SE
489980	09/04/2020	HENDRICKS FEED & SEED CO INC	116.95	GRASS SEED & STRAW
489980	09/04/2020	HENDRICKS FEED & SEED CO INC	85.50	GRASS SEED -EPP
489980	09/04/2020	HENDRICKS FEED & SEED CO INC	89.05	GRASS SEED/STRAW EPP
489980	09/04/2020	HENDRICKS FEED & SEED CO INC	386.00	GRASS SEED/STRAW FOR EPP
489980	09/04/2020	HENDRICKS FEED & SEED CO INC	239.00	GRASS SEED/STRAW-DISC GOL
489980	09/04/2020	HENDRICKS FEED & SEED CO INC	180.00	ROUND UP-GREENHOUSE
489980	09/04/2020	HENDRICKS FEED & SEED CO INC	45.00	ROUND UP-MCALEECE-VETS
489980	09/04/2020	HENDRICKS FEED & SEED CO INC	255.00	SEED FOR TEES
489980	09/04/2020	HERITAGE PRINTING COMPANY	198.57	133-WORK ORDER JOB CARDS
489980	09/04/2020	HERITAGE PRINTING COMPANY	369.13	DEER FORMS 20-21
489980	09/04/2020	HERMSEN RENTAL	559.50	PARTNERSHIP DAY-TABLE/CHR
490354	09/16/2020	HILLS & DALES CHILD DEVELOPMENT	486.56	FY21 FRANCHISE FEES
489980	09/04/2020	HOGLUND BUS CO INC	151.87	125MINI-SWITCHES, COVERS
489980	09/04/2020	HOGLUND BUS CO INC	22.44	2656-END CAPS & FREIGHT
489980	09/04/2020	HOYA OPTICAL LABS OF AMERICA INC	20.00	SAFETY GLASSES-STEUER
490086	09/09/2020	HUBERTY, BROOKE N	61.78	UB REFUND
490084	09/09/2020	HUSEMAN, AMBER M	18.02	UB REFUND
489980	09/04/2020	HYVEE #1162	98.59	BUNS
489980	09/04/2020	HYVEE #1162	24.00	BUNS FOR SNACK BAR
489980	09/04/2020	HYVEE #1162	15.84	DISTILLED WATER DISC CLEA
489980	09/04/2020	HYVEE #1162	147.67	HYVEE

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489980	09/04/2020	HYVEE #1162	4.98	VINEGAR-PROGRAM SUPPLIES
489980	09/04/2020	HYVEE #1162	3.49	WATER FOR OFFICE
489980	09/04/2020	HYVEE INC	19.37	GAS FOR LEAF/SNOW BLOWERS
489980	09/04/2020	HYVEE INC	19.62	HYVEE COVID
490288	09/11/2020	IAFF FIRE PAC CKOFF	10.45	DED:1410 IAFF-CKOFF
490283	09/11/2020	ILLINOIS DEPARTMENT OF REVENUE	328.05	DED:*SIL STATE IL
490292	09/11/2020	ILLINOIS STATE DISBURSEMENT UNIT	230.77	DED:0220 CHILD SPRT
ET210936	09/08/2020	INTEGRITY PAYMENT SYSTEMS	99.57	FY20 LIBRARY MONTHLY CC F
489980	09/04/2020	INTERNATIONAL CITY/COUNTY	75.00	JOB AD GRNTS PROJ MGR HSG
489980	09/04/2020	INTERNATIONAL CODE COUNCIL INC	115.00	
489980	09/04/2020	INTERSTATE PIPE & SUPPLY	22.49	
490290	09/11/2020	INTL UNION OF OPERATING ENGINEERS	975.34	DED:1350 UNION DUES
489980	09/04/2020	IOWA DEPT OF NATURAL RESOURCES	180.00	CHAP SCHMIT STRMWTR PERMI
489980	09/04/2020	IOWA DEPT OF NATURAL RESOURCES	1,275.00	NPDES PRMIT #3126001-WRRC
489980	09/04/2020	IOWA DEPT OF NATURAL RESOURCES	210.00	NPDES PRMT-#3100300-TWIN
489980	09/04/2020	IOWA DEPT OF NATURAL RESOURCES	300.00	NPDES PRMT-#3126121-GRC
489980	09/04/2020	IOWA DEPT OF PUBLIC SAFETY	200.00	BACKGROUND CHECKS
490293	09/11/2020	IOWA DEPT OF REVENUE	4.79	DED:0110 LEVY-IA
489980	09/04/2020	IOWA GOLF COURSE SUPT ASSOCIATION	99.00	REG.LINKO CNF-10/19-10/30
489980	09/04/2020	IOWA RURAL WATER ASSOCIATION	1,075.00	
489980	09/04/2020	IOWA RURAL WATER ASSOCIATION	215.00	IRWA CONF-REG. L. HOPPMAN
489980	09/04/2020	IOWA RURAL WATER ASSOCIATION	215.00	IRWA CONF-REG-ERIC KREMER
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	AVERY, JACQUES TERRELL
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	BLASER RENTAL PROPERTIES
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	BMANN LLC
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	BROWN, NICK WARREN
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	DIAMOND APARTMENTS LLC
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	FITZGERALD KIRK & CARRIE
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	GHOLAMREZA DEHNAVI
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	GHOLAMREZA DEHNAVI - REFI
489980	09/04/2020	IOWA SUPREME COURT CLERK	(95.00)	GHOLAMREZA DEHNAVI - REFU
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	JAS OF DUBUQUE LLC
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	KOHNNEN TRUST, JOHN J
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	KRUSER, SHERI ANN
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	MARTIN, RENEE
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	MCSTAC PROPERTIES LLC TED
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	POTTEBAUM RICKY & MAY LIE
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	ROBLES, ANTONIO LEE
489980	09/04/2020	IOWA SUPREME COURT CLERK	95.00	SPARK, JAMES & TIFFANY
489980	09/04/2020	IWI MOTOR PARTS	202.93	118-WIPER BLADES
489980	09/04/2020	IWI MOTOR PARTS	1.34	125BIG-EXHAUST CLAMPS
489980	09/04/2020	IWI MOTOR PARTS	(242.99)	1702-CREDIT ROTORS, PADS
489980	09/04/2020	IWI MOTOR PARTS	106.02	1705-LUGNUTS,SWAYBARLINKS
489980	09/04/2020	IWI MOTOR PARTS	(18.00)	1807-CREDIT BATTERY CORE
489980	09/04/2020	IWI MOTOR PARTS	(18.00)	1830-CREDIT BATTERY CORE
489980	09/04/2020	IWI MOTOR PARTS	162.37	1845-BATTERY,VVT SOLENOID
489980	09/04/2020	IWI MOTOR PARTS	165.68	1918-BATTERY
489980	09/04/2020	IWI MOTOR PARTS	121.41	2301-BATTERY
489980	09/04/2020	IWI MOTOR PARTS	354.03	2608-THREE BATTERIES
489980	09/04/2020	IWI MOTOR PARTS	18.80	2609-EXHAUST HANGERS
489980	09/04/2020	IWI MOTOR PARTS	53.97	2610-TIE ROD END RT FRONT
489980	09/04/2020	IWI MOTOR PARTS	(22.00)	2611-CREDIT BATTERY CORES
489980	09/04/2020	IWI MOTOR PARTS	2.82	2611-EXHAUST CLAMP
489980	09/04/2020	IWI MOTOR PARTS	36.96	2612-RUBBERIZED UNDERCOAT
489980	09/04/2020	IWI MOTOR PARTS	136.24	2614-BRAKE CALIPER
489980	09/04/2020	IWI MOTOR PARTS	22.58	2614-CLEAR SILICONESEALER
489980	09/04/2020	IWI MOTOR PARTS	(136.24)	2614-CREDIT BRAKE CALIPER
489980	09/04/2020	IWI MOTOR PARTS	(120.00)	2614-CREDIT CALIPER CORES
489980	09/04/2020	IWI MOTOR PARTS	24.44	2614-EXH CLAMPS & HANGERS

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489980	09/04/2020	IWI MOTOR PARTS	249.36	2614-FRONT BRAKE CALIPERS
489980	09/04/2020	IWI MOTOR PARTS	136.22	2614-ROTORS,AIR PSI SWTCH
489980	09/04/2020	IWI MOTOR PARTS	49.93	2614-SERP BELT
489980	09/04/2020	IWI MOTOR PARTS	131.03	2701-BATTERY
489980	09/04/2020	IWI MOTOR PARTS	(54.00)	3245-CREDIT BATTERY CORES
489980	09/04/2020	IWI MOTOR PARTS	292.76	3250-TWO BATTERIES
489980	09/04/2020	IWI MOTOR PARTS	108.11	3254-BATTERY
489980	09/04/2020	IWI MOTOR PARTS	(141.26)	3902-CREDIT SENSOR
489980	09/04/2020	IWI MOTOR PARTS	126.36	3911-PM FILTER, BATTERY
489980	09/04/2020	IWI MOTOR PARTS	8.08	4002-JB PLASTIC WELD
489980	09/04/2020	IWI MOTOR PARTS	(11.00)	4903-CREDIT BATTERY CORE
489980	09/04/2020	IWI MOTOR PARTS	(134.97)	4912-CR BATTERY WARRANTY
489980	09/04/2020	IWI MOTOR PARTS	134.40	6001-LUG NUTS
489980	09/04/2020	IWI MOTOR PARTS	128.76	BATTERY #4402
489980	09/04/2020	IWI MOTOR PARTS	65.67	BATTERY #BLOWER #4
489980	09/04/2020	IWI MOTOR PARTS	(9.00)	BATTERY CORE-BLOWER #4
489980	09/04/2020	IWI MOTOR PARTS	70.36	BATTERY FOR TRACTOR
489980	09/04/2020	IWI MOTOR PARTS	154.30	CHARGED IN ERROR
489980	09/04/2020	IWI MOTOR PARTS	(154.30)	CREDIT-CHARGED IN ERROR
489980	09/04/2020	IWI MOTOR PARTS	62.32	EXHAUST FLUID-TREE CREW T
489980	09/04/2020	IWI MOTOR PARTS	12.44	FILTERS-#4410
489980	09/04/2020	IWI MOTOR PARTS	15.93	OIL FILTERS
489980	09/04/2020	IWI MOTOR PARTS	12.55	STORES-FILTER PM SERVICE
489980	09/04/2020	IWI MOTOR PARTS	747.07	STORES-FILTERS PM SERVICE
489980	09/04/2020	IWI MOTOR PARTS	49.98	STORES-PM FILTERS, LIGHT
489980	09/04/2020	IWI MOTOR PARTS	173.99	STORES-PM FILTERS, LIGHTS
489980	09/04/2020	J & J POOL SPA & BILLARDS	16.96	CALCIUM REAGENT
489980	09/04/2020	J&R RENTAL LLC	100.00	STRING TRIMMER LINE
490341	09/16/2020	JOSEPH R PREGLER	86.83	MILEAGE 2/24/20 THRU
489980	09/04/2020	JP SCHERRMAN INC	1,150.59	LEFT REAR AXLE PART #4448
490310	09/16/2020	KONRARDY PROPERTIES	157.50	HANGAR OVERFLOW RENTA
490089	09/09/2020	KOOB, DONNA M	4.20	UB REFUND
490342	09/16/2020	KRAEMERS WATER STORE INC	63.99	BOTTLE WATER FOR THE
489980	09/04/2020	LEISURE HOLDING INC & SUBSIDIARIES	776.58	JULY ONLINE RESERVATIONS
489980	09/04/2020	LEISURE HOLDING INC & SUBSIDIARIES	105.00	TRI STATE PORTA POTTY
490359	09/16/2020	LIBERTY TIRE RECYCLING LLC	1,294.90	DRAIN FILL MATERIAL F
ET210953	09/15/2020	LIFE LINE BILLING SYSTEMS LLC	60.33	AMBULANCE CREDIT CARD FEE
ET210953	09/15/2020	LIFE LINE BILLING SYSTEMS LLC	753.56	AMBULANCE OVER-PAYMENT RE
ET210953	09/15/2020	LIFE LINE BILLING SYSTEMS LLC	5,761.08	MONTHLY SERVICE CHARGE FO
490334	09/16/2020	LIME ROCK SPRINGS CO	452.02	BHGC SNACK BAR
489980	09/04/2020	LOGMEIN USA, INC	226.25	FOTOMYPC ADDITIONAL LICEN
489980	09/04/2020	LOGMEIN USA, INC	440.00	GOTOASSIST LICENSING
489980	09/04/2020	LOGMEIN USA, INC	420.00	GOTOMEETING ADDITIONAL LI
489980	09/04/2020	LOGMEIN USA, INC	452.50	GOTOMYPC ADDITIONAL LIC
489980	09/04/2020	LOGMEIN USA, INC	341.50	GOTOMYPC ADDITIONAL LICEN
489980	09/04/2020	LOGMEIN USA, INC	140.00	GOTOMYPC ADDITIONSL LICEN
489980	09/04/2020	LOGMEIN USA, INC	480.50	GOTOMYPC AND GOTOMEETING
489980	09/04/2020	LOGMEIN USA, INC	2,101.25	OPENVOICE AUDIO AND OPENV
489980	09/04/2020	LOWES COMPANIES INC	17.48	BUG SPRAY-BLD #80 BASEMNT
489980	09/04/2020	LOWES COMPANIES INC	34.46	FIELD SUPPLIES
489980	09/04/2020	LOWES COMPANIES INC	38.94	FLEX SEAL FOR MH REPAIRS
489980	09/04/2020	LOWES COMPANIES INC	9.98	LED LIGHTS-32ND ST
489980	09/04/2020	LOWES COMPANIES INC	16.98	POND SKIMMER-VETS MARSHAL
489980	09/04/2020	LOWES COMPANIES INC	69.98	PROP MAINT - FED BLDG
489980	09/04/2020	LOWES COMPANIES INC	10.62	RECEPTACLES-PLT/LF USE
489980	09/04/2020	LOWES COMPANIES INC	9.98	STAIN FOR FENCE
489980	09/04/2020	LOWES COMPANIES INC	1,759.58	TRASH CANS-PARKS
489980	09/04/2020	MAC TOOLS	153.98	3451-TORQUE EXT BAR,SOCKT
489980	09/04/2020	MAILCHAMP	88.40	MAILCHIMP SUBSCRIPTION

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489980	09/04/2020	MARTIN EQUIPMENT OF IL INC	88.57	3214-A/C DRYER
489980	09/04/2020	MARTIN EQUIPMENT OF IL INC	7.76	3452-ELBOW FITTING
489980	09/04/2020	MARTIN EQUIPMENT OF IL INC	15.52	3452-ELBOW FITTINGS
489980	09/04/2020	MARTIN EQUIPMENT OF IL INC	5.27	3455-SEALS
489980	09/04/2020	MARTIN EQUIPMENT OF IL INC	165.63	3455-SEALS,SHOPTOWELBOXES
489980	09/04/2020	MARTIN EQUIPMENT OF IL INC	279.30	3456-CAB DOOR LATCHES
489980	09/04/2020	MARTIN EQUIPMENT OF IL INC	479.25	3456-EGR VALVE
489980	09/04/2020	MARTIN EQUIPMENT OF IL INC	747.11	3456-HYD HOSE & FITTINGS
489980	09/04/2020	MARTIN EQUIPMENT OF IL INC	668.96	3456-HYD HOSES
489980	09/04/2020	MARTIN EQUIPMENT OF IL INC	237.20	3456-HYDRAULIC HOSE
489980	09/04/2020	MARTIN EQUIPMENT OF IL INC	243.81	3471-FILTERS PM SERVICES
489980	09/04/2020	MARTIN EQUIPMENT OF IL INC	293.60	3471-FUEL CONDITIONER
489980	09/04/2020	MARTIN EQUIPMENT OF IL INC	23.37	3471-SPRAY LUBRICANT
489980	09/04/2020	MARTIN EQUIPMENT OF IL INC	130.88	3476-BOOM LIGHT
489980	09/04/2020	MARTIN EQUIPMENT OF IL INC	3.12	4930-ADAPTER FITTING
489980	09/04/2020	MARVELOUS MOVING LLC	2,471.70	
ET210934	09/08/2020	MATTHEWS DISTRIBUTING CO	455.80	ALCOHOL CHARGES FOR BUNKE
489980	09/04/2020	MCDONALD SUPPLY CO	446.48	
489980	09/04/2020	MCDONALD SUPPLY CO	20.00	DRAIN CAPS-SUTTON SHOWER
489980	09/04/2020	MCGRATH AUTOMOTIVE GROUP INC	1,545.81	2611-CONVERTER, SENSORS
489980	09/04/2020	MCGRATH AUTOMOTIVE GROUP INC	54.83	3101-TAIL GATE LATCH
489980	09/04/2020	MCGRATH AUTOMOTIVE GROUP INC	139.64	3246-CONNECTOR, LIGHT
489980	09/04/2020	MCMaster-CARR	154.30	
489980	09/04/2020	MCMaster-CARR	599.58	GRS DISP-BAR SCR-BLD #10
490335	09/16/2020	MEDICAL ASSOCIATES	103.00	WORK CAPACITY EVALUAT
489980	09/04/2020	MENARDS LUMBER CO	47.88	
489980	09/04/2020	MENARDS LUMBER CO	3.98	1/4" COUPLER
489980	09/04/2020	MENARDS LUMBER CO	31.74	220-FILES, GARBAGE BAGS
489980	09/04/2020	MENARDS LUMBER CO	92.72	BATTERIES, OLD ENGLISH...
489980	09/04/2020	MENARDS LUMBER CO	14.97	CABLE BAGS-MOWERS
489980	09/04/2020	MENARDS LUMBER CO	189.80	FIRE CAULK, PAINT TRAYS
489980	09/04/2020	MENARDS LUMBER CO	635.33	LOCATING PAINT
489980	09/04/2020	MENARDS LUMBER CO	11.16	LYSOL SPRAY
489980	09/04/2020	MENARDS LUMBER CO	17.88	MENARDS. COVID
489980	09/04/2020	MENARDS LUMBER CO	57.39	MENARDS-COVID-WIPES
489980	09/04/2020	MENARDS LUMBER CO	21.34	MENARDS-FIREARMS RANGE
489980	09/04/2020	MENARDS LUMBER CO	408.88	POND CHEMICALS/WATERLINE
489980	09/04/2020	MENARDS LUMBER CO	100.98	PROP MAINT - CITY HALL
489980	09/04/2020	MENARDS LUMBER CO	47.48	RED ROSIN PAPER
489980	09/04/2020	MENARDS LUMBER CO	20.21	SPICKET-GRANDVIEW/ROCKDAL
489980	09/04/2020	MENARDS LUMBER CO	18.96	WEED TRIMMING SUPPLIES
490284	09/11/2020	MFPRSI	184,876.26	DED:0020 MFPRSI
490309	09/16/2020	MICHAEL W WEIKERT JR	1,233.00	COLLECTION AND PROPER
489980	09/04/2020	MICROSOFT CORPORATION	15.40	INTUNE FOR PC UPDATES/MGM
489980	09/04/2020	MIKE FINNIN FORD LLC	17.03	1803-W/S WASHER HOSE ASSY
489980	09/04/2020	MIKE FINNIN FORD LLC	17.03	1804-W/S WASHER HOSE ASSY
489980	09/04/2020	MIKE FINNIN FORD LLC	17.03	1807-W/S WASHER HOSE ASSY
489980	09/04/2020	MIKE FINNIN FORD LLC	68.75	1822-HUB CAP
489980	09/04/2020	MIKE FINNIN FORD LLC	(452.61)	1912-CR STEERING COLUMN
489980	09/04/2020	MIKE FINNIN FORD LLC	452.61	1912-STEER COLUMN,HOUSING
489980	09/04/2020	MIKE FINNIN FORD LLC	22.46	2302-CABIN AIR FILTER
489980	09/04/2020	MIKE FINNIN FORD LLC	147.50	6001-SEAT BELT BUCKLE
489980	09/04/2020	MOBILE BEACON	600.00	1 YEAR SERVICE FOR HOT SP
489980	09/04/2020	MOTION INDUSTRIES INC	51.92	BROOM PARTS
489980	09/04/2020	MOTION INDUSTRIES INC	225.51	CPLNGS-DW WTR PMP #2-#55
490344	09/16/2020	MR ROOTER PLUMBING	1,816.60	ANNUAL MAINTENANCE CL
489980	09/04/2020	MUTUAL WHEEL COMPANY	36.96	125BIG-CHAMBR CLEVIS/YOKE
489980	09/04/2020	MUTUAL WHEEL COMPANY	84.53	2657-PRESS SPRINGBUSHINGS
489980	09/04/2020	MUTUAL WHEEL COMPANY	9.24	2681-CHAMBER YOKE/CLEVIS

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
489980	09/04/2020	MUTUAL WHEEL COMPANY	149.13	2691-ABS BRAKECNTRL VALVE
489980	09/04/2020	MUTUAL WHEEL COMPANY	158.84	3205-HYDRO MOTOR
489980	09/04/2020	MUTUAL WHEEL COMPANY	56.04	3402-BRAKE CHAMBER,CLEVIS
489980	09/04/2020	MUTUAL WHEEL COMPANY	76.31	3408-AIR BRAKE VALVE R12
489980	09/04/2020	MUTUAL WHEEL COMPANY	638.16	3409-BRAKE SHOES, DRUMS
489980	09/04/2020	MUTUAL WHEEL COMPANY	28.43	3413-3-5 PSI SWITCH
489980	09/04/2020	MUTUAL WHEEL COMPANY	24.20	4001-BUMPER STOPS
489980	09/04/2020	MUTUAL WHEEL COMPANY	335.80	4001-TIE ROD TUBE ASSY
489980	09/04/2020	MUTUAL WHEEL COMPANY	79.73	4002-HOOD MIRROR 12"
489980	09/04/2020	MUTUAL WHEEL COMPANY	51.95	4915-BATTERY CABLES
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	19.74	1812-5W20 OIL PM SERVICE
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	19.74	1841-OIL FOR PM SERVICE
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	26.32	1900-0W20 OIL PM SERVICE
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	9.99	220-HAND CLEANER
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	11.70	3402-CAB JACK OIL
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	23.35	3456-FAN OIL FILTER
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	34.18	3456-FILTERS PM SERVICE
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	37.20	3456-FILTERS PM SERVICES
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	185.90	3471-FILTERS PM SERVICES
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	92.20	3472-RADIO
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	8.27	3475-FILTER PM SERVICE
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	93.97	3475-FILTERS PM SERVICES
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	26.36	3480-HEAD LIGHTS
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	22.30	3911-PM FILTER & OIL
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	58.42	4002-3M EPOXY ADHESIVE
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	64.67	JULE STORES-PM FILTERS
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	58.89	JULE STORES-PM FILTRERS
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	95.22	OIL FOR DODGE TRUCKS
489980	09/04/2020	NAPA AUTO PARTS & SUPPLY	19.12	STORES-FILTER PM SERVICE
489980	09/04/2020	NATIONAL ACADEMY OF AMBULANCE CODIN	1,050.00	OFFICER COURSE
489980	09/04/2020	NATIONAL FIRE PROTECTION ASSOC	175.00	ANNUAL MEMBERSHIP
489980	09/04/2020	NATIONAL RECREATION & PARK ASSOC	65.00	CPRP RENEWAL-KROGER
489980	09/04/2020	NCL OF WISCONSIN INC	121.37	LAB RE-AGENTS FOR PH
489980	09/04/2020	NESTOR SALES LLC	367.34	134-TIRE IMPACT TOOL REPR
489980	09/04/2020	NETWORK SOLUTIONS LLC	38.99	BUNKERHILL.COM DOMAIN REN
489980	09/04/2020	NETWORK SOLUTIONS LLC	38.99	DBQKIOSK DOMAIN RENEWAL
489980	09/04/2020	NETWORK SOLUTIONS LLC	9.98	GROWING SUSTAINABLE COMMU
489980	09/04/2020	NETWORK SOLUTIONS LLC	14.38	MONTHLY EMAIL MARINA
489980	09/04/2020	NEW PIG CORPORATION	95.86	PLUG & SEAL
489980	09/04/2020	NICHOLS CONTROLS & SUPPLY	86.28	AIR FILTERS
489980	09/04/2020	NICHOLS CONTROLS & SUPPLY	66.48	AIR FILTERS INTERMODAL
489980	09/04/2020	NNA SERVICES LLC	30.00	NAT'L NOTARY ASSC MCTAGUE
489980	09/04/2020	NNA SERVICES LLC	30.00	NAT'L NOTARY ASSOC - BOCK
489980	09/04/2020	NNA SERVICES LLC	30.00	NATL NOTARY ASSOC FULLMER
490336	09/16/2020	NORTHEAST IOWA COMMUNITY COLLEGE	652.97	FY21 FRANCHISE FEES
489980	09/04/2020	NORTHERN TOOL & EQUIPMENT CATALOG	666.50	REPL EX FAN - TERMINAL ST
490352	09/16/2020	ONLINE COMPUTER LIBRARY CENTER	608.04	EZPROXY 1 YEAR SERVIC
490352	09/16/2020	ONLINE COMPUTER LIBRARY CENTER	1,726.26	FY21 CATALOGING AND M
ET210937	09/08/2020	OPENEDGE - GLOBAL PAYMENTS	438.15	POD MARINA MONTHLY CC FEE
ET210938	09/08/2020	OPENEDGE - GLOBAL PAYMENTS	2,108.53	MILLER RIVERVIEW PARK MO
ET210939	09/08/2020	OPENEDGE - GLOBAL PAYMENTS	2,894.87	DMASWA MONTHLY CC FEES
489980	09/04/2020	O'REILLY AUTOMOTIVE INC	3.40	2604-EXHAUST HANGER
489980	09/04/2020	O'REILLY AUTOMOTIVE INC	(44.00)	2693-CREDIT BATTERY CORES
489980	09/04/2020	O'REILLY AUTOMOTIVE INC	434.94	2693-TWO BATTERIES
489980	09/04/2020	O'REILLY AUTOMOTIVE INC	6.49	3254-BATTERY HOLD DOWN
490337	09/16/2020	ORKIN LLC	900.00	MONTHLY PEST PREVENTI
489980	09/04/2020	O'TOOLE OFFICE SUPPLY COMPANY	22.50	NOTARY STAMP DENETTE KELL
489980	09/04/2020	O'TOOLE OFFICE SUPPLY COMPANY	36.78	TAPE, BATTERIES
489980	09/04/2020	PARKING METERS	3.00	PARKING-TWNCLOCK GRACE

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
ET210957	09/16/2020	PAYMENTUS GROUP INC	1,062.50	ONLINE UTILITY BILLING E-
489980	09/04/2020	PAYPAL P-CARD PAYMENTS	613.50	
489980	09/04/2020	PAYPAL P-CARD PAYMENTS	88.00	DUTYTOINTERVENE-PAPE
489980	09/04/2020	PAYPAL P-CARD PAYMENTS	528.00	DUTYTOINTERVENE-WEBINAR
489980	09/04/2020	PAYPAL P-CARD PAYMENTS	900.00	MASK FOR COVID
489980	09/04/2020	PAYPAL P-CARD PAYMENTS	30.00	MONTHLY CC PROCESS FEE
489980	09/04/2020	PAYPAL P-CARD PAYMENTS	26.98	PATRON REQUEST FOR MAGAZI
489980	09/04/2020	PAYPAL P-CARD PAYMENTS	49.00	SRO&4TH SHANNON
489980	09/04/2020	PAYPAL P-CARD PAYMENTS	49.00	SRO4TH GUDENKAUF
489980	09/04/2020	PAYPAL P-CARD PAYMENTS	49.00	SRO4TH HOERNER
489980	09/04/2020	PAYPAL P-CARD PAYMENTS	49.00	SRO4TH POINTER
489980	09/04/2020	PAYPAL P-CARD PAYMENTS	49.00	SRO4TH STIEBER
489980	09/04/2020	PAYPAL P-CARD PAYMENTS	49.00	SRO4TH-B DIEUJUSTE
490339	09/16/2020	PITNEY BOWES GLOBAL FINANCIAL	215.73	FY21 POSTAGE MACHINE
489980	09/04/2020	PITNEY BOWES INC	408.45	
490340	09/16/2020	PLATINUM HOSPITALITY LLC	13,288.92	ALLIANT - ELECTRIC RE
490340	09/16/2020	PLATINUM HOSPITALITY LLC	188.11	BLACKHILLS - UTILITY
490340	09/16/2020	PLATINUM HOSPITALITY LLC	340.69	CONSTELLATION - UTILI
489980	09/04/2020	POWER STEERING SPECIALIST	559.08	1921-PWR STEER PUMP,GASKT
489980	09/04/2020	PROJECTMANAGER.COM	75.00	PRJCTMNRG.COM MNTHLY FEE
489980	09/04/2020	PROJECTOR SCREEN STORE	1,599.00	PROJECTOR -PRTNERSHIP DAY
489980	09/04/2020	PUBLIC SAFETY CENTER	336.93	PUBLIC SAFETY CTR
489980	09/04/2020	RIMAGE CORP	173.11	RIMAGE PRINTER
490343	09/16/2020	RIVER CITY STONE	471.53	ROCK FOR NEW CORPORAT
489980	09/04/2020	ROCK AUTO	39.04	2608-LEFT HEAD LIGHT ASSY
489980	09/04/2020	ROEDER OUTDOOR POWER EQUIPMENT	14.50	
489980	09/04/2020	ROEDER OUTDOOR POWER EQUIPMENT	15.96	1950-CHOKE CONTROL ASSY
489980	09/04/2020	ROEDER OUTDOOR POWER EQUIPMENT	33.96	1950-GSKTS,AIRGUIDE,CHOKE
489980	09/04/2020	ROEDER OUTDOOR POWER EQUIPMENT	51.83	3480-HEAD LIGHT
489980	09/04/2020	ROEDER OUTDOOR POWER EQUIPMENT	58.78	3480-HEAD LIGHT, GREASE
489980	09/04/2020	ROEDER OUTDOOR POWER EQUIPMENT	3.49	BLADE BOLT #4498
489980	09/04/2020	ROEDER OUTDOOR POWER EQUIPMENT	84.00	DECK PULLEY #4445
489980	09/04/2020	ROEDER OUTDOOR POWER EQUIPMENT	64.19	DECK SPINDLE #4458
489980	09/04/2020	ROEDER OUTDOOR POWER EQUIPMENT	8.59	OIL FILLER CAP ORINGS
489980	09/04/2020	ROEDER OUTDOOR POWER EQUIPMENT	7.36	SEAL FOR #4448
490303	09/16/2020	ROUSSELOT INC	358.69	FY21 FRANCHISE FEES
489980	09/04/2020	SADLER POWER TRAIN INC	13.81	1918-RECEIVER REDUCER
489980	09/04/2020	SADLER POWER TRAIN INC	140.53	FIXED ROUTE BUS
489980	09/04/2020	SADLER POWER TRAIN INC	35.51	PINTEL HITCH #4410
489980	09/04/2020	SADLER POWER TRAIN INC	29.50	TRAILER LIGHTS-PORTABLE L
489980	09/04/2020	SAMS CLUB #4973	208.92	SAMS CLUB
489980	09/04/2020	SAMS CLUB #4973	16.98	SAMS CLUB, COVID
490091	09/09/2020	SCHWOOB, VANESSA E & JOSEPH M	74.06	UB REFUND
490330	09/16/2020	SCOTT H ENGLEMAN	750.00	FY 21 CONFIDENTIAL FU
489980	09/04/2020	SECRETARY OF STATE	30.00	NOTARY RENEW JENSEN
489980	09/04/2020	SHEEHAN AUTO ELECTRIC CORP	205.15	2603-REPAIR ALTERNATOR
489980	09/04/2020	SHEEHAN AUTO ELECTRIC CORP	200.00	3254-STARTER
489980	09/04/2020	SHEEHAN AUTO ELECTRIC CORP	163.89	SOLENOID-STARTER #4427
489980	09/04/2020	SHERWIN WILLIAMS COMPANY	29.93	PAINT BRUSHES-POOLS
489980	09/04/2020	SHERWIN WILLIAMS COMPANY	543.50	PAINT FOR POOLS
489980	09/04/2020	SHERWIN WILLIAMS COMPANY	522.42	PAINT-POOLS
489980	09/04/2020	SHERWIN WILLIAMS COMPANY	108.21	REPAINT WALLS
490304	09/16/2020	SID TOOL CO. INC	2,399.00	ELECTROSTATIC DISINFE
ET210946	09/09/2020	SISCO	246.37	SHORT TERM DISABILITY
489980	09/04/2020	SITEONE LANDSCAPE SUPPLY HOLDING	517.00	ASH BORER INJECTION CHEMC
489980	09/04/2020	SMARTSIGN	1,173.97	RESIDENTIAL PERMITS
489980	09/04/2020	SPAHN & ROSE LUMBER	47.10	133-COLD SLAG SANDBLASTER
489980	09/04/2020	SPAHN & ROSE LUMBER	26.39	2X12-INST FAN @ TERMINAL
489980	09/04/2020	SPAHN & ROSE LUMBER	283.36	BAGS OF QUICKREET

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
489980	09/04/2020	SPAHN & ROSE LUMBER	168.64	PAINT, ROLLER HOSE & LUMB
489980	09/04/2020	SPAHN & ROSE LUMBER	(64.34)	RETURN HARDBOARD
489980	09/04/2020	SPAHN & ROSE LUMBER	64.34	TEMPERED HARDBOARD
489980	09/04/2020	SPAHN & ROSE LUMBER	64.34	TEMPERED HARD BOARD
489980	09/04/2020	SPAHN & ROSE LUMBER	138.47	TOOLS-INST FAN @ TERMINAL
489980	09/04/2020	SPAHN & ROSE LUMBER	56.35	WORK BENCH AT JOTC
489980	09/04/2020	SPRAYER SPECIALITIES	44.40	SPRAYER TIP ADAPTERS
489980	09/04/2020	STAPLES ADVANTAGE	542.82	
489980	09/04/2020	STAPLES ADVANTAGE	32.85	FILING SUPPLIES-ENG
489980	09/04/2020	STAPLES ADVANTAGE	178.07	INK TO WORK AT HOME
489980	09/04/2020	STAPLES ADVANTAGE	123.96	INK-ENG DEPT
489980	09/04/2020	STAPLES ADVANTAGE	102.25	INK-PENS-NOTEBOOKS
489980	09/04/2020	STAPLES ADVANTAGE	184.44	OFFICE SUPPLIES
489980	09/04/2020	STAPLES ADVANTAGE	618.54	STAPLES
489980	09/04/2020	STEEL MART	187.50	
489980	09/04/2020	STEEL MART	6.05	METAL FOR BROOM-SHOP
489980	09/04/2020	STEEL MART	10.08	STEEL FOR GREENHOUSE
489980	09/04/2020	STEVES ACE HARDWARE	8.59	"C" BATTERIES FOR THE LAB
489980	09/04/2020	STEVES ACE HARDWARE	13.58	2 SIDED TAPE/ZIP TIES
489980	09/04/2020	STEVES ACE HARDWARE	35.96	2612-ALUMINUM ANGLES
489980	09/04/2020	STEVES ACE HARDWARE	21.00	2612-SPRAY FOAM
489980	09/04/2020	STEVES ACE HARDWARE	11.67	3415-PAINT BRUSHES, TRAY
489980	09/04/2020	STEVES ACE HARDWARE	37.98	3473-BELT COVER, LATCH
489980	09/04/2020	STEVES ACE HARDWARE	99.96	3473-COIL, BLADES
489980	09/04/2020	STEVES ACE HARDWARE	37.99	4007-IGNITION MODULE
489980	09/04/2020	STEVES ACE HARDWARE	8.99	AIR FILTER
489980	09/04/2020	STEVES ACE HARDWARE	2.99	BOLTS-FLORA SKATE PARK
489980	09/04/2020	STEVES ACE HARDWARE	8.58	CARB CLEANER/CABLE TIES
489980	09/04/2020	STEVES ACE HARDWARE	11.58	CAUTION TAPE/VINEGAR
489980	09/04/2020	STEVES ACE HARDWARE	9.48	CHAIN LINK-VETS FENCE
489980	09/04/2020	STEVES ACE HARDWARE	139.48	CHAINS FOR BOUYS
489980	09/04/2020	STEVES ACE HARDWARE	7.57	CLEANER / MOTOR OIL
489980	09/04/2020	STEVES ACE HARDWARE	12.99	CLEANER FOR SHOP
489980	09/04/2020	STEVES ACE HARDWARE	4.59	DOOR STOP-MAILBOX
489980	09/04/2020	STEVES ACE HARDWARE	109.99	GAS BLOWER FOR CLEANUP
489980	09/04/2020	STEVES ACE HARDWARE	43.98	GFI RECEPIT-FLORA CONCES
489980	09/04/2020	STEVES ACE HARDWARE	21.98	GLOVES FOR STAFF
489980	09/04/2020	STEVES ACE HARDWARE	32.75	GRAFFITI REMOVAL-COMISKEY
489980	09/04/2020	STEVES ACE HARDWARE	3.59	HOSE WASHERS
489980	09/04/2020	STEVES ACE HARDWARE	29.57	HOSE, KEY POD MARINA RR
489980	09/04/2020	STEVES ACE HARDWARE	9.56	IRRIG PARTS-MCGRAW HILL
489980	09/04/2020	STEVES ACE HARDWARE	4.59	MARKING TAPE
489980	09/04/2020	STEVES ACE HARDWARE	21.54	MASKING TAPE, SOAP, SPRAY
489980	09/04/2020	STEVES ACE HARDWARE	4.99	OIL FOR EQUIPMENT
489980	09/04/2020	STEVES ACE HARDWARE	232.31	OIL MIX & TRIMMER LINE
489980	09/04/2020	STEVES ACE HARDWARE	3.50	PAINT-GARBAGE CANS
489980	09/04/2020	STEVES ACE HARDWARE	42.68	PIPE CUTTER/NUT DRIVER
489980	09/04/2020	STEVES ACE HARDWARE	14.97	PLANTS-FRISBEE GOLF AREA
489980	09/04/2020	STEVES ACE HARDWARE	16.95	PREMIX FUEL
489980	09/04/2020	STEVES ACE HARDWARE	5.59	PROP MAINT - CITY HALL
489980	09/04/2020	STEVES ACE HARDWARE	5.16	PROP MAINT - FED BLDG
489980	09/04/2020	STEVES ACE HARDWARE	13.99	PROP MAINT - PADLOCK FOR
489980	09/04/2020	STEVES ACE HARDWARE	98.96	ROOF CLEANER-EPP
489980	09/04/2020	STEVES ACE HARDWARE	3.45	SCREWS
489980	09/04/2020	STEVES ACE HARDWARE	29.98	STEVES ACE, 518 ANGELLA
489980	09/04/2020	STEVES ACE HARDWARE	34.98	STRAW AND GRASS SEED
489980	09/04/2020	STEVES ACE HARDWARE	48.98	TOOLS-CLN BAR SCR @ PAD
489980	09/04/2020	STEVES ACE HARDWARE	25.98	TOOLS-MAINTENANCE SHOP
489980	09/04/2020	STEVES ACE HARDWARE	28.98	WISE GRIPS

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
489980	09/04/2020	STONE CREEK HOTEL & CONFERENCE CTR	364.00	STONE CREEK, POINTER
489980	09/04/2020	STONE CREEK HOTEL & CONFERENCE CTR	364.00	STONE CREEK, WALL
489980	09/04/2020	STOP STICK LTD	622.00	STOP STICKS
489980	09/04/2020	SUPERIOR WELDING SUPPLY CO	50.70	SFTY GLASSES/BAT-WLD HELM
489980	09/04/2020	SZ DJI TECHNOLOGY	383.06	BATTERIES FOR DRONE
490307	09/16/2020	TAG COMMUNICATIONS INC	2,769.33	DMASWA WEB MAINTENANC
489980	09/04/2020	TANDEM TIRE & AUTO SERVICE	18.00	FLAT TIRE REPAIR #4474
489980	09/04/2020	TANDEM TIRE & AUTO SERVICE	22.99	REP RT FRT TIRE - #3909
489980	09/04/2020	TANDEM TIRE & AUTO SERVICE	22.99	TIRE REPAIRS #4421
489980	09/04/2020	TARGET STORES	478.78	FRIEND'S TO GO PROJECT
490289	09/11/2020	TEAMSTERS LOCAL UNION #120	270.00	DED:1310 UNION DUES
490289	09/11/2020	TEAMSTERS LOCAL UNION #120	330.00	DED:1311 UNION DUES
490289	09/11/2020	TEAMSTERS LOCAL UNION #120	2,708.75	DED:1340 UNION DUES
490346	09/16/2020	TELEGRAPH HERALD	111.26	LEGAL NOTICE FOR DMAS
489980	09/04/2020	TELEGRAPH HERALD	12.95	TH MEDIA
489980	09/04/2020	TELEGRAPH HERALD	33.00	TH, NOTICE OF PROPERTY
489980	09/04/2020	TELEGRAPH HERALD	12.95	THONLINE MNTHLY FEE
489980	09/04/2020	TELEGRAPH HERALD	49.14	ZAC AGENDA 8/5/20 PUBLISH
489980	09/04/2020	TELEGRAPH HERALD	61.58	ZBA AGENDA 7/23/20 PUBLIS
489980	09/04/2020	THE BATTERY CENTER	577.96	WARNING SIREN BATTERIES
490323	09/16/2020	THE CHILDRENS PLACE	73.46	UB REFUND
489980	09/04/2020	THE LOCKSMITH EXPRESS	12.00	KEYS FOR SLATTERY CENTER
489980	09/04/2020	THE LOCKSMITH EXPRESS	10.00	PROP MAINT - MCFC
489980	09/04/2020	THE POND GUY	264.98	FISH POND CHEMICALS-EPP
489980	09/04/2020	THE POND GUY	47.99	POND CHEMICALS
489980	09/04/2020	THE VIDEO ADVENTURE INC	299.99	KIDS SUMMER READING PRIZE
489980	09/04/2020	THE VIDEO ADVENTURE INC	299.99	TEEN SUMMER GRAND PRIZE
489980	09/04/2020	THE WEBSTAUANT STORE INC	140.74	WATER FILTER-PARK SHOP
489980	09/04/2020	THEISEN SUPPLY INC	78.93	
489980	09/04/2020	THEISEN SUPPLY INC	39.98	PIK STICKS-PICK UP TRASH
489980	09/04/2020	THEISEN SUPPLY INC	12.99	A/C RECHARGE KIT #4477
489980	09/04/2020	THEISEN SUPPLY INC	18.69	AXE
489980	09/04/2020	THEISEN SUPPLY INC	1.99	BATTERY FOR GARAGE DOOR
489980	09/04/2020	THEISEN SUPPLY INC	10.95	BLADES - GRASS EQUIPMENT
489980	09/04/2020	THEISEN SUPPLY INC	13.27	BLEACH & TOWELS
489980	09/04/2020	THEISEN SUPPLY INC	7.98	BOLTS-TOILET REPAIRS EPP
489980	09/04/2020	THEISEN SUPPLY INC	102.69	BOOM SPRAYER PARTS
489980	09/04/2020	THEISEN SUPPLY INC	34.99	BOOTS
489980	09/04/2020	THEISEN SUPPLY INC	27.95	CHAINSAW FILE-FLORA.MURPH
489980	09/04/2020	THEISEN SUPPLY INC	30.75	CHAINSAW FILES
489980	09/04/2020	THEISEN SUPPLY INC	5.79	CORD-BUNKER FREEZER
489980	09/04/2020	THEISEN SUPPLY INC	11.38	ELEC BOX COVER FLORA/EPP
489980	09/04/2020	THEISEN SUPPLY INC	24.99	FUEL-GRASS EQUIPMENT
489980	09/04/2020	THEISEN SUPPLY INC	7.99	GORILLA MOUNTING TAPE
489980	09/04/2020	THEISEN SUPPLY INC	80.97	GREASE FOR EQUIPMENT
489980	09/04/2020	THEISEN SUPPLY INC	39.99	HERBICIDE FOR POND
489980	09/04/2020	THEISEN SUPPLY INC	29.98	LEATHER WK GLVS FOR DEVIN
489980	09/04/2020	THEISEN SUPPLY INC	19.99	MACHETE-GATOR SHEATH
489980	09/04/2020	THEISEN SUPPLY INC	3.98	PANTS FOR ADAM
489980	09/04/2020	THEISEN SUPPLY INC	19.99	REPL SHIRT FOR WAYNE
489980	09/04/2020	THEISEN SUPPLY INC	5.99	SCREEN REPAIR #1570
489980	09/04/2020	THEISEN SUPPLY INC	3.08	SNAP RINGS FOR #7101/7131
489980	09/04/2020	THEISEN SUPPLY INC	4.09	SPRING FOR AIR HOSE REEL
489980	09/04/2020	THEISEN SUPPLY INC	11.99	THEISENS-FIREARMS RANGE
489980	09/04/2020	THEISEN SUPPLY INC	29.98	TINS SNIPS #4459
489980	09/04/2020	THEISEN SUPPLY INC	3.79	TOGGLE SWITCH #7123
489980	09/04/2020	THEISEN SUPPLY INC	14.98	TRUCK WASH SOAP/WAX
489980	09/04/2020	THEISEN SUPPLY INC	80.97	UNIFORM PANTS-KRAMER
489980	09/04/2020	THEISEN SUPPLY INC	124.97	UNIFORM PANTS-PAUL

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
489980	09/04/2020	THEISEN SUPPLY INC	15.99	WORK GLOVES FOR STAFF
490345	09/16/2020	THEODORE J STACKIS	24,145.00	CONSTRUCTION WORK DON
489980	09/04/2020	THERMO KING QUAD CITIES INC	824.89	1916-REPAIR A/C TO COOL
489980	09/04/2020	THERMO KING QUAD CITIES INC	645.61	2692-REPAIR A/C TO COOL
489980	09/04/2020	THOMPSON TIRE & RETREAD	16.00	FLAT TIRE #1570
489980	09/04/2020	THOMPSON TIRE & RETREAD	89.00	TIRE #1570
489980	09/04/2020	THOMPSON TIRE & RETREAD	87.50	TIRE #4448
489980	09/04/2020	THOMPSON TIRE & RETREAD	110.88	TIRE FOR TRAILER #4446
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	120.44	125BIG-DRIVERSEAT CUSHION
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	57.47	1819-FRONT BRAKE PAD SET
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	116.94	1905-A/C DOORMOTOR CONTRL
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	39.16	1907-BLEND DOOR MTR CNTRL
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	115.03	1908-BLOWER FAN
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	84.42	2607-REAR BRAKE PAD SET
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	76.52	2614-FRONT BRAKE PADS
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	33.68	2656-SENSOR & FREIGHT
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	155.44	2657-DRIVER SEAT CUSHION
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	22.88	2657-POWER STEERING HOSE
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	18.98	2657-SPEED SENSOR
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	33.00	2691-DRAIN PLUG
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	97.17	3207-FRONT SLACK ADJUSTER
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	208.09	3207-FUELTANKSTRAP,LINING
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	45.66	3233-CAC TUBING CLAMPS
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	(600.13)	3233-CREDIT EXH BRK VALVE
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	600.13	3233-EXH BRAKE VALVE ASSY
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	10.81	3402-BRAKE CHAMBER HOSE
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	26.40	3408-O RINGS
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	93.77	3409-SLACK ADJUSTER
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	457.63	3415-AIR TANK & STRAPS
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	34.11	3417-ELBOW FITTING ASSY
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	68.71	3417-ELBOW, GASKETS
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	1.75	3417-STRAINER GASKET
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	33.60	4002-LED LIGHTS
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	143.90	4915-TWO BATTERIES
489980	09/04/2020	THOMPSON TRUCK & TRAILER INC	54.66	STORES-PM FILTER
ET210933	09/08/2020	TOTAL ADMINISTRATIVE SERVICES CORP	1,755.36	FY21 FSA
ET210940	09/08/2020	TRANSFIRST	142.20	BUS TICKET SALES - CC FEE
ET210941	09/08/2020	TRANSFIRST	216.46	INTERMODAL RAMP CC FEES
ET210942	09/08/2020	TRANSFIRST	316.75	RAMPS - MONTHLY CC FEES
ET210943	09/08/2020	TRANSFIRST	904.32	UB/PARKING TICKETS CC FEE
ET210944	09/08/2020	TRANSFIRST	1,151.53	PASSPORT PARKING MONTHLY
ET210932	09/08/2020	TREASURER STATE OF IOWA	42,788.00	UTILITY EXCISE & SALES TA
ET210950	09/10/2020	TREASURER STATE OF IOWA	4,074.00	RECREATION DEPT. SALES TA
ET210955	09/16/2020	TREASURER STATE OF IOWA	51,424.00	UTILITY EXCISE & SALES TA
490083	09/09/2020	TRICE, PATRICE E	263.09	UB REFUND
489980	09/04/2020	TRUCK COUNTRY OF IOWA INC	156.58	2683-WATER PUMP
489980	09/04/2020	TRUCK COUNTRY OF IOWA INC	15.95	3246-BACK UP ALARM
489980	09/04/2020	TRUCK COUNTRY OF IOWA INC	61.95	3401-PIGGYBACK CHAMBER
489980	09/04/2020	TRUCK COUNTRY OF IOWA INC	31.80	3412-QUICK RELEASE VALVE
489980	09/04/2020	TRUCK COUNTRY OF IOWA INC	28.97	STORES-FILTER PM SERVICE
489980	09/04/2020	TRUCK COUNTRY OF IOWA INC	72.95	STORES-FILTERS PM SERVICE
489980	09/04/2020	TRUPANION	244.87	TRUPANION, K9
489980	09/04/2020	TURPIN DODGE OF DUBUQUE LLC	562.00	IGNITION SWITCH FOR #3901
489980	09/04/2020	UNITED STATES PLASTIC CORP	203.51	
490280	09/11/2020	UNITED WAY SERVICES INC	194.00	DED:1700 UNITED WAY
489980	09/04/2020	UPS GROUND FREIGHT	11.47	
489980	09/04/2020	UPS GROUND FREIGHT	17.56	UPS MOBILEVISION
489980	09/04/2020	UPS GROUND FREIGHT	19.72	UPS- MOBILEVISION
ET210956	09/16/2020	US BANK	30.00	SVC FEE ANALYSIS SVC CHG

CK NBR	CHECK DATE	VENDOR	PAYMENT AMOUNT	DESCRIPTION
489980	09/04/2020	US CELLULAR MOBILE TELEPHONE	823.03	PHONES FOR CITY STAFF
489980	09/04/2020	USPS	196.00	ANNUAL PO BOX FEE
489980	09/04/2020	USPS	55.00	POSTAGE
489980	09/04/2020	USPS	34.40	RETURN BOOK WALK SAMPLE
489980	09/04/2020	USPS	48.85	USPS
489980	09/04/2020	VAN METER INDUSTRIAL INC	35.46	
489980	09/04/2020	VAN METER INDUSTRIAL INC	114.54	2695-SHIELDED WIRE 18/2
489980	09/04/2020	VAN METER INDUSTRIAL INC	179.00	CORDLESS GRINDER #4459
489980	09/04/2020	VAN METER INDUSTRIAL INC	52.66	GFCI RECEPTACLES-CAMPGROU
489980	09/04/2020	VAN METER INDUSTRIAL INC	17.03	HARD HATS FOR STAFF
489980	09/04/2020	VAN METER INDUSTRIAL INC	200.34	HMI-PLANT WIDE USE-SPARE
489980	09/04/2020	VAN METER INDUSTRIAL INC	69.48	LIGHTS FOR EPP
489980	09/04/2020	VAN METER INDUSTRIAL INC	60.58	MTR CONTL MAU-10-01
489980	09/04/2020	VAN METER INDUSTRIAL INC	17.24	PHOTO CELL-EPP
489980	09/04/2020	VAN METER INDUSTRIAL INC	9.95	SPARE PARTS FOR STOCK
489980	09/04/2020	VAN METER INDUSTRIAL INC	507.69	STREET LIGHTS-EPP
489980	09/04/2020	VAN-WALL EQUIPMENT CO	361.13	MOUNTING PARTS-CUTTING UN
489980	09/04/2020	VERIZON WIRELESS SERVICES LLC	56,669.26	PHONES AND DEVICES
489980	09/04/2020	WALMART	11.66	CLEANING SUPPLIES
489980	09/04/2020	WALMART	48.51	CLEANING SUPPLIES - COVID
489980	09/04/2020	WALMART	4.78	DISH SOAP
489980	09/04/2020	WALMART	125.73	GLOVES / WIPES
489980	09/04/2020	WALMART	15.84	SOAP, TOWEL, TOTE
489980	09/04/2020	WALMART	9.92	WALMART
489980	09/04/2020	WALMART	75.12	WALMART-COVID
490338	09/16/2020	WALTER W PAISLEY	53.51	2 RX FOR RETIRED FIRE
490348	09/16/2020	WASTE COMMISSION OF SCOTT COUNTY	8,555.75	THE COLLECTION AND PR
489980	09/04/2020	WELDON TIRE	391.55	3451-REPLACE BLOWOUT TIRE
489980	09/04/2020	WELDON TIRE	14.60	TIRE MOUNT FOR MOWER#7105
490306	09/16/2020	WELLS FARGO BANK	2,174.25	ID#72 MORTGAGE JULY A
490088	09/09/2020	WHITE, BENJAMIN J & ALLISON	6.95	UB REFUND
489980	09/04/2020	WHOVA	598.00	CAMSTREAMER SFTWRE-2 CMRS
490311	09/16/2020	WISCONSIN INDEPENDENT NETWORK LLC	905.00	10/1/20-10/31/20 INTE
489980	09/04/2020	WORDFENCE	99.00	SECURITY SUITE WORDPRESS
ET210949	09/10/2020	WORLDPAY	874.73	POD MARINA C-STORE - CC F
489980	09/04/2020	YA YA E FAVORMART	259.80	COVID 19 MASK/STAFF/PATRO
			<u>\$</u>	<u>1,994,213.25</u>

**City of Dubuque
City Council Meeting**

Consent Items # 5.

ITEM TITLE: Final Plat of Cedar Ridge Farm Place No. 17
SUMMARY: Zoning Advisory Commission recommending approval of the Final Plat of Cedar Ridge Farm Place No. 17 subject to waiving the lot frontage requirement for Lot 1 and Lot 2.

RESOLUTION Approving the Final Plat of Cedar Ridge Farm Place No. 17, City of Dubuque, Dubuque County, Iowa
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

Description

Staff Memo
Application
Vicinity Map
Final Plat
Staff Report
Resolution

Type

Staff Memo
Supporting Documentation
Supporting Documentation
Supporting Documentation
Supporting Documentation
Resolutions

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



September 3, 2020

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

Applicant: Dave Schneider
Location: Cedar Ridge Farm Place No. 17
Description: To approve the Final Plat of Cedar Ridge Farm Place No. 17

Dear Mayor and City Council Members:

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

Discussion

Dave Schneider noted that the request would allow the applicant to purchase additional land area to facilitate grading and storage of fill that had slid into the Catfish Creek floodplain. There was no public input.

Planning staff said that the applicant proposes to purchase approximately 1.5 acres of land from an adjacent property and consolidate it with the existing lot at 3197 Hughes Court. Staff said that neither Lot 1 or Lot 2 will have frontage on a platted private or public street and; therefore, the Commission must approve both as substandard lots. Staff also noted that both lots have multiple zoning and that both have some area located in the floodplain.

Commissioners discussed the request and felt that is was appropriate.

Recommendation

By a vote of 7 to 0 the Zoning Advisory Commission recommends that the City Council approve the Final Plat of Cedar Ridge Farm Place No. 17 subject to waiving the lot frontage requirement for Lot 1 and Lot 2.

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

Respectfully submitted,

A handwritten signature in black ink that reads "Martha Christ". The signature is written in a cursive, flowing style.

Martha Christ, Vice Chairperson
Zoning Advisory Commission

Attachments

PLANNING APPLICATION FORM

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Variance | <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Simple Subdivision | <input type="checkbox"/> Certificate of Appropriateness |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Major Final Plat | <input type="checkbox"/> Text Amendment | <input type="checkbox"/> Advisory Design Review (Public Projects) |
| <input type="checkbox"/> Appeal | <input checked="" type="checkbox"/> Minor Final Plat | <input type="checkbox"/> Temporary Use Permit | <input type="checkbox"/> Certificate of Economic Non-Viability |
| <input type="checkbox"/> Special Exception | <input type="checkbox"/> Simple Site Plan | <input type="checkbox"/> Annexation | <input type="checkbox"/> Historic Designation _____ |
| <input type="checkbox"/> Limited Setback Waiver | <input type="checkbox"/> Minor Site Plan | <input type="checkbox"/> Historic Revolving Loan | <input type="checkbox"/> Demolition |
| <input type="checkbox"/> Rezoning/PUD/ID | <input type="checkbox"/> Major Site Plan | <input type="checkbox"/> Historic Housing Grant | <input type="checkbox"/> Port of Dubuque /Chaplain Schmitt Island Design Review |

Please type or print legibly in ink

Property owner(s): WENZEL TOWING, INC., DOLPHIN CUSTOM CABINETS INC. Phone: 563 599 8898

Address: P.O. BOX 1 City: FARLEY State: IA Zip: 52046

Fax #: _____ Cell #: 563 599 8898 E-mail: CHASIN98@HOTMAIL.COM

Applicant/Agent: DAVID SCHNEIDER Phone: 563 744 8681

Address: P.O. BOX 128 City: FARLEY State: IA Zip: 52046

Fax #: N/A Cell #: 563 599 4790 E-mail: daves@yousq.net

Site location/address: 3197 HUGHES CT, 3160 CEDAR CROSS CT Neighborhood Association: _____

Existing zoning: _____ Proposed zoning: _____ District: _____ Landmark: ☐ Yes ☒ No

Legal Description (Sidwell parcel ID# or lot number/block number/subdivision): 1034201000 + 103425019

Total property (lot) area (square feet or acres): 12.868 ACRES

Describe proposal and reason necessary (attach a letter of explanation, if needed):
DOLPHIN IS SELLING LAND TO WENZEL TOWING

CERTIFICATION: I/we, the undersigned, do hereby certify/acknowledge that:

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

Property Owner(s): [Signature] Date: _____

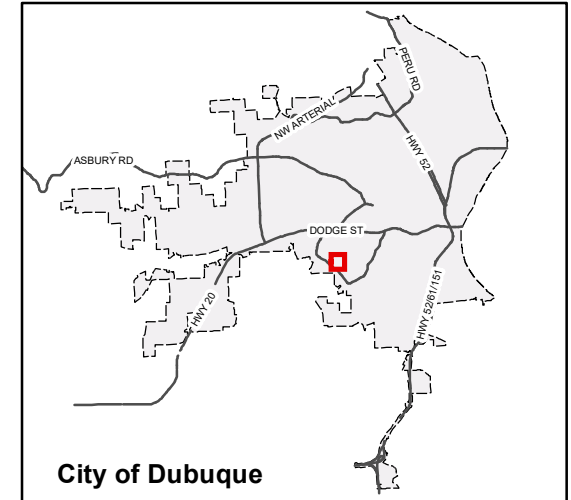
Applicant/Agent: [Signature] Date: 8/5/2020

FOR OFFICE USE ONLY – APPLICATION SUBMITTAL CHECKLIST

Fee: _____ Received by: _____ Date: _____ Docket: _____




Vicinity Map



Applicant: Dave Schneider

Location: 3197 Hughes Ct. and
3160 Cedar Cross Ct.

Proposal: To approve the Plat of
Survey Cedar Ridge
Farm Place No. 17

 Subject Property

 City Limits

0 65 130 260
Feet



1:2,500

RECORDER'S INDEX

LOCATION: LOT 1 IN CEDAR RIDGE FARM PLACE NO. 2
AND LOT 2 OF HUGHES COURT SUBDIVISION, ALL
IN CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA

REQUESTOR: JASON RAUEN

PROPRIETORS: DOLPHIN CUSTOM CABINETS, INC.
AND WENZEL TOWING, LLC

SURVEYOR: DAVID P. SCHNEIDER

SURVEYOR COMPANY: SCHNEIDER LAND SURVEYING
AND PLANNING, INC.

RETURN TO: DAVID P. SCHNEIDER
P.O. BOX 128 FARLEY, IOWA
Ph#563-744-3631 daves@yousq.net


FINAL PLAT

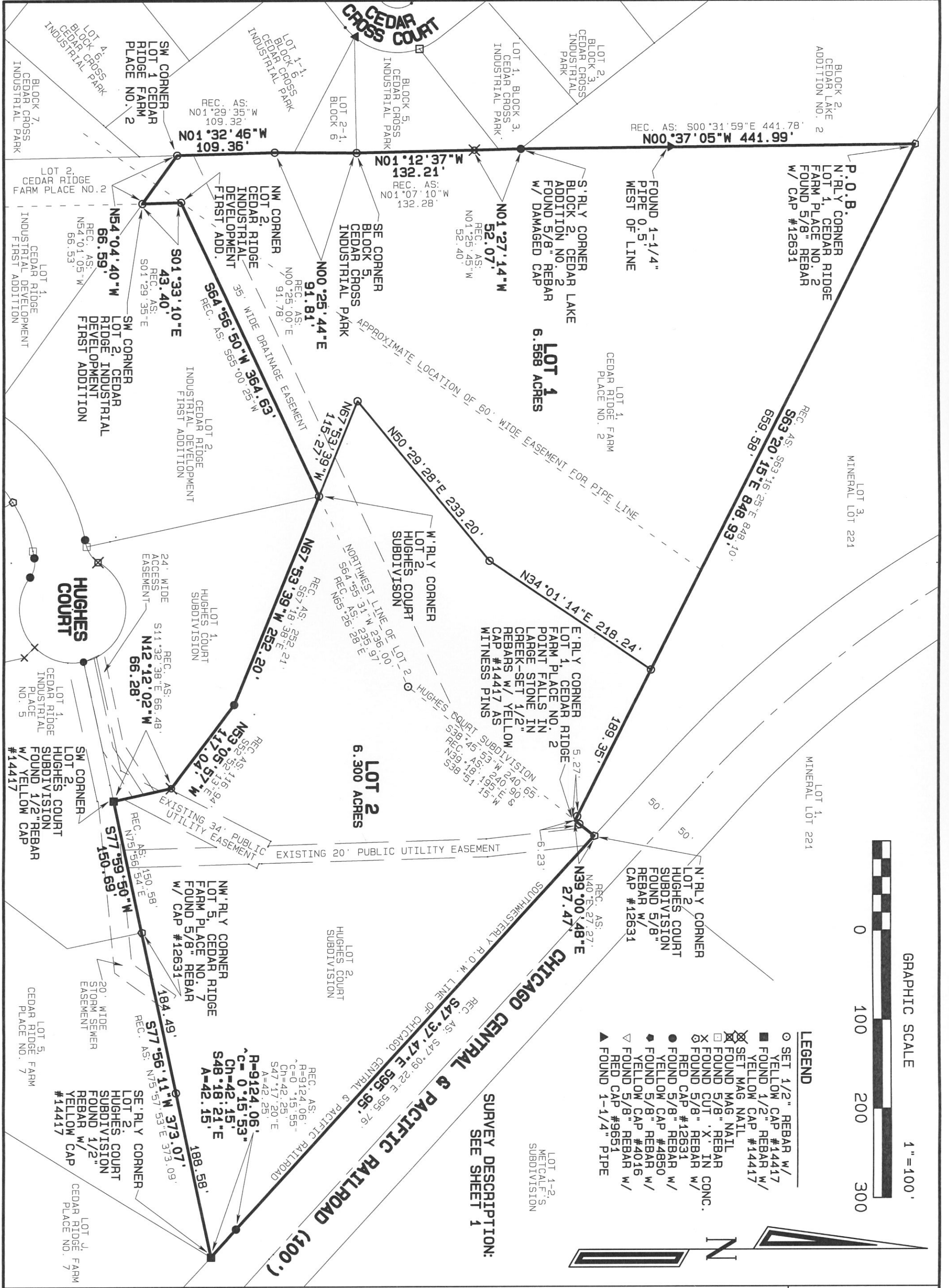
CEDAR RIDGE FARM PLACE NO. 17,
CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA

LOT 1 IN CEDAR RIDGE FARM PLACE NO. 2 AND LOT 2 OF
HUGHES COURT SUBDIVISION, ALL IN CITY OF DUBUQUE,
DUBUQUE COUNTY, IOWA

Survey Description -
Cedar Ridge Farm Place No. 17,
City of Dubuque, Dubuque County, Iowa

Lot 1 of Cedar Ridge Farm Place No. 2 and Lot 2 of Hughes Court Subdivision, all in the City of Dubuque, Dubuque County, Iowa, more particularly described as follows: Beginning at the northerly corner of said Lot 1 of Cedar Ridge Farm Place No. 2; thence S63°20'15"E, 848.93 feet to the easterly corner of said Lot 1 and the northwesterly line of Lot 2 in said Hughes Court Subdivision; thence N39°00'48"E, 27.47 feet to the northerly corner of said Lot 2 and the southwesterly right of way line of the Chicago, Central and Pacific Railroad; thence S47°37'47"E, 595.95 feet along said southwesterly right of way line to the beginning of a right of way curve; thence southeasterly, 42.15 feet along said right of way curve having a radius of 9124.06 feet, concave to the northeast, a central angle of 0°15'53" and a chord which bears S48°18'21"E, 42.15 feet to the southeasterly corner of said Lot 2 in Hughes Court Subdivision; thence S77°56'11"W, 373.07 feet to the northwesterly corner of Lot 5 in Cedar Ridge Farm Place No. 7, City of Dubuque, Dubuque County, Iowa; thence S77°59'50"W, 150.69 feet to the southwest corner of said Lot 2 in Hughes Court Subdivision; thence N12°12'02"W, 66.28 feet along the southwesterly line of said Lot 2; thence N53°05'57"W, 117.04 feet along the southwesterly line of said Lot 2; thence N67°53'39"W, 252.20 feet along the southwesterly line of said Lot 2 to the westerly corner of said Lot 2 and the southeasterly line of said Lot 1 in Cedar Ridge Farm Place No. 2; thence S64°56'50"W, 364.63 feet along said southerly line to the northwest corner of Lot 2 in Cedar Ridge Industrial Development First Addition to the City of Dubuque, Dubuque County, Iowa; thence S01°33'10"E, 43.40 feet to the southwest corner of said Lot 2 in Cedar Ridge Industrial Development First Addition to the City of Dubuque, Dubuque County, Iowa; thence N54°04'40"W, 66.59 feet to the southwest corner of said Lot 1 in Cedar Ridge Farm Place No. 2; thence N01°32'46"W, 109.36 feet along the west line of Lot 1 in said Cedar Ridge Farm Place No. 2; thence N00°25'44"E, 91.81 feet along said west line to the southeast corner of Block 5 in Cedar Cross Industrial Park, City of Dubuque, Dubuque County, Iowa; thence N01°12'37"W, 132.21 feet along the east line of said Block 5; thence N01°27'14"W, 52.07 feet to the southerly corner of Block 2 in Cedar Lake Addition No. 2, City of Dubuque, Dubuque County, Iowa; thence N00°37'05"W, 441.99 feet along the east line of said Block 2 to the point of beginning, containing 12.868 acres.

<p>TOTAL AREA 12.868 ACRES</p>		<p>I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.</p> <p><i>David P. Schneider</i> 8/5/2020</p> <p>David P. Schneider P.L.S. P14417 Date: My license renewal date is December 31, 2021.</p> <p>Pages or sheets covered by this seal: SHEETS 1 AND 2</p>	<p>SCHNEIDER Land Surveying & Planning, Inc. P.O. Box 128 Farley, Iowa 52046 Ph# 563-744-3631 daves@yousq.net</p> <p>Project: 2449 Survey Date: 8/3/2020 Sheet: 1 of 6</p>
<p>PLAT OF SURVEY: SEE SHEET 2</p>			



FINAL PLAT
CEDAR RIDGE FARM PLACE NO. 17,
CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA
LOT 1 IN CEDAR RIDGE FARM PLACE NO. 2 AND LOT 2 OF
HUGHES COURT SUBDIVISION, ALL IN CITY OF DUBUQUE,
DUBUQUE COUNTY, IOWA

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 2449
Survey Date: 8/3/2020
Sheet: 2 of 6

OWNER'S CONSENT

_____, Iowa

_____, 2020

The foregoing plat of **Cedar Ridge Farm Place No. 17, City of Dubuque, Dubuque County, Iowa**, is made with the free consent and in accordance with the desires of the undersigned owner and proprietor of said real estate.

Wenzel Towing, LLC

Jason James Rauen, Member

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, personally appeared Jason James Rauen as Member of Wenzel Towing, LLC, to me personally known, who being by me duly affirmed did say that he, said Jason James Rauen as Member of Wenzel Towing, LLC., acknowledged the execution of said instrument to be his voluntary act and deed voluntarily executed.

Notary Public in the State of Iowa
My Commission Expires _____

MORTGAGE HOLDERS ACKNOWLEDGMENT

The undersigned for _____ of _____, State of Iowa, do hereby certify that the attached plat of **Cedar Ridge Farm Place No. 17, City of Dubuque, Dubuque County, Iowa**, is made with our free consent and in accordance with our desire as lien holder and mortgagee of the premises described herein.

Bank _____ City _____

President _____ V.P. _____

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____ 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the _____, and _____ respectively, of the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that _____ and _____ as officers acknowledged the execution of the foregoing instrument to be the voluntarily act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for said State
My Commission Expires _____

OWNER'S CONSENT

_____, Iowa

_____, 2020

The foregoing plat of **Cedar Ridge Farm Place No. 17, City of Dubuque, Dubuque County, Iowa**, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate.

Dolphin Custom Cabinets, Inc.

Dean J. Dolphin, President

Catherine J. Dolphin, Vice President

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2020, before me, a Notary Public in and for said State, personally appeared Dean J. Dolphin, President and Catherine J. Dolphin, Vice President of Dolphin Custom Cabinets, Inc., to me personally known, who being by me duly affirmed did say that they, said Dean J. Dolphin, President and Catherine J. Dolphin, Vice President of Dolphin Custom Cabinets, Inc, acknowledged the execution of said instrument to be their his voluntary act and deed voluntarily executed.

Notary Public in the State of Iowa
My Commission Expires _____

MORTGAGE HOLDERS ACKNOWLEDGMENT

The undersigned for _____ of _____, State of Iowa, do hereby certify that the attached plat of **Cedar Ridge Farm Place No. 17, City of Dubuque, Dubuque County, Iowa**, is made with our free consent and in accordance with our desire as lien holder and mortgagee of the premises described herein.

Bank _____

City _____

President _____

V.P. _____

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____ 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the _____, and _____ respectively, of the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that _____ and _____ as officers acknowledged the execution of the foregoing instrument to be the voluntarily act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for said State
My Commission Expires _____

CITY OF DUBUQUE ZONING ADVISORY COMMISSION

Dubuque, Iowa _____, 2020

The foregoing plat of the **Cedar Ridge Farm Place No. 17, City of Dubuque, Dubuque County, Iowa**, being within the jurisdiction of the corporate limits of the City of Dubuque is hereby approved by the Dubuque Planning and Zoning Advisory Commission and approval of said plat by the City Council of the City of Dubuque, Dubuque County, Iowa is here by recommended.

City of Dubuque Zoning Advisory Commission

Chairperson

CITY COUNCIL APPROVING PLAT

Dubuque, Iowa _____, 2020

The undersigned, _____, Mayor and _____, Clerk of the City of Dubuque, Dubuque County, Iowa do hereby certify that the foregoing plat of **Cedar Ridge Farm Place No. 17, City of Dubuque, Dubuque County, Iowa**, as appears heretofore has been filed in the Office of the City Clerk of Dubuque, Iowa and that the City Council of the City of Dubuque, Iowa approves said plat.

Roy D. Buol - Mayor

Kevin S. Firnstahl - City Clerk

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared Roy D. Buol and Kevin S. Firnstahl, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dubuque, Iowa; that the seal affixed to the foregoing instrument is the Corporate seal of the City of Dubuque, Iowa, and that said instrument was signed and sealed on behalf of the said City of Dubuque, Iowa, by authority of the City Council of said city, and the said Roy D. Buol and Kevin S. Firnstahl acknowledged the execution of said instrument to be the voluntary act and deed of said City of Dubuque, Iowa, by it voluntary executed.

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

CITY ASSESSOR

Dubuque, Iowa

The forgoing plat was entered of record in the office of the Dubuque City Assessor this _____ day of _____, 2020.

City Assessor of Dubuque, Iowa

COUNTY AUDITOR

Dubuque, Iowa

The forgoing plat was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 2020. We approve of the subdivision name or title to be recorded.

County Auditor of Dubuque County, Iowa

COUNTY RECORDER

Dubuque, Iowa

The forgoing plat has been received by the Dubuque County Recorder this _____ day of _____, 2020.

County Recorder of Dubuque County, Iowa



Planning Services Department
City Hall - 50 West 13th Street
Dubuque, IA 52001-4845
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org

August 27, 2020

TO: Zoning Advisory Commission

FROM: Guy Hemenway, Assistant Planner

SUBJECT: Plat of Survey of Cedar Ridge Farm Place No. 17 all in the City of Dubuque, Iowa

INTRODUCTION

The submitted Plat of Survey of Cedar Ridge Farm Place No. 17 subdivides two abutting lots, one located off of Hughes Court and the other off of Cedar Cross Court, by removing approximately 1.5 acres from Lot 1 and consolidating it with Lot 2. Both lots are legally non-conforming as neither currently has frontage on a platted street and neither will have frontage after the split.

DISCUSSION

The applicant proposes to purchase approximately 1.5 acres of land from an adjacent property and consolidate it with the existing lot at 3197 Hughes Court. Lot 1, the lot from which the land will be purchased, and Lot 2, the lot that accommodates the commercial building and outdoor storage, do not currently have frontage on a platted street and neither will have frontage after the proposed split. Lot 2 takes street access from a 24' wide easement across the property at 3195 Hughes Court. Lot 1 takes access from the property at 3160 Cedar Cross Court. An access easement is not necessary for Lot 1 as both lots are under common ownership.

Currently, Lot 1 is zoned LI Light Industrial district and R-1 Single-Family Residential district and Lot 2 is zoned LI Light Industrial district and AG Agricultural district. If the lot split is approved, Lot 2 will contain R-1, LI and AG districts. Expansion of the commercial activity at 3197 Hughes Court will be confined to the portion of Lot 2 that is zoned LI. Any commercial expansion to the AG or R-1 districts on Lot 2 will require that a rezoning be requested and approved.

Portions of the northern property line of both Lot 1 and Lot 2 lie below the bluff in zone AE of the Catfish Creek floodplain. Any fill or development of this portion of either lot will require that a flood plain permit be approved by the Iowa Department of Natural Resources.

Shifting the lot line as requested will have little effect on the status of the subject lots or surrounding properties and will enable the business at 3197 Hughes Court to expand. The submitted Plat of Survey of Cedar Ridge Farm Place No. 17 in all other respects complies with the City of Dubuque's subdivision regulations contained in the Unified Development Code with the exception of required lot frontage.

RECOMMENDATION

Planning staff requests that the Zoning Advisory Commission review the Plat of Survey Cedar Ridge Farm Place No. 17 and recommends approval as submitted subject to waiving the lot frontage requirement for Lot 1 and Lot 2.

Enclosure

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

RESOLUTION NO. -20

**A RESOLUTION APPROVING THE FINAL PLAT OF:
CEDAR RIDGE FARM PLACE NO. 17, CITY OF DUBUQUE, DUBUQUE COUNTY,
IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Cedar Ridge Farm Place No. 17, City of Dubuque, Dubuque County, Iowa;

Whereas, said Final Plat provides 0 feet of frontage for Lot 1 and Lot 2 on a public or approved private street, where street frontage is required by Section 11-14 of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code; and

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

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

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

Section 1. That Section 11-14 of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived to allow 0 feet of frontage on a public street or an approved private street.

Section 2. That the Final Plat of Cedar Ridge Farm Place No. 17, City of Dubuque, Dubuque County, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

Passed, approved and adopted this 21st day of September 2020.

By: _____
Roy D. Buol, Mayor

ATTEST:

By: _____
Kevin S. Firnstahl, City Clerk

**City of Dubuque
City Council Meeting**

Consent Items # 6.

ITEM TITLE: Final Plat of Derby Grange Subdivision No. 5
SUMMARY: Zoning Advisory Commission recommending approval of the Final Plat of Derby Grange Subdivision No. 5.

RESOLUTION Approving the Final Plat of Survey for Derby Grange Subdivision No. 5, Dubuque County, Iowa
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

Description	Type
Zoning Advisory Commission Memo	Staff Memo
Application	Supporting Documentation
Final Plat	Supporting Documentation
Vicinity Map	Supporting Documentation
Staff Report	Supporting Documentation
Resolution	Resolutions

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



September 3, 2020

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

Applicant: Dave Schneider
Location: Derby Grange Subdivision No. 5
Description: To approve the Final Plat of Derby Grange Subdivision No. 5

Dear Mayor and City Council Members:

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

Discussion

Dave Schneider spoke on behalf of the owner Ron Breitbach, who was present. He noted that the request would create four additional lots, reconfiguring two lots into five – four for family and one for Mr. Breitbach. He noted that he is working with Dubuque County Soil and Water Conservation District's Urban Coordinator, Eric Schmechel, regarding storm water management. He said that the proposed residences will be similar to other homes in the area. Mr. Breitbach noted that their well is considered a public water supply and that there is capacity to serve additional homes. He also noted that they would not be closing the golf course.

There was no public input.

Planning staff said that the submitted Final Plat subdivides Lot 2 in Derby Grange No. 2 and Lot B in Derby Grange No. 3 for a total of 13.55 acres into Lots 1, 2, 3, 4 and 5 in the Derby Grange Subdivision. He noted that the property is located in Dubuque County within the City's 2-mile jurisdiction and is being reviewed jointly by the City of Dubuque and Dubuque County. He said that the subject property is currently zoned County R-3 Residential. Staff said that all lots have the required amount of frontage, exceed the minimum required lot area and have utility easements as required. They said that the submitted Final Plat complies with the City of Dubuque's subdivision regulations contained in the Unified Development Code.

Commissioners discussed the proposal and felt that it was appropriate.

Recommendation

By a vote of 7 to 0 the Zoning Advisory Commission recommends that the City Council approve the Final Plat of Derby Grange Subdivision No. 5.

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

Respectfully submitted,

A handwritten signature in black ink that reads "Martha Christ". The signature is written in a cursive style with a large, looping initial 'M'.

Martha Christ, Vice Chairperson
Zoning Advisory Commission

Attachments

PLANNING APPLICATION FORM

- | | | | |
|---|--|--|---|
| <input type="checkbox"/> Variance | <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Simple Subdivision | <input type="checkbox"/> Certificate of Appropriateness |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Major Final Plat | <input type="checkbox"/> Text Amendment | <input type="checkbox"/> Advisory Design Review (Public Projects) |
| <input type="checkbox"/> Appeal | <input checked="" type="checkbox"/> Minor Final Plat | <input type="checkbox"/> Temporary Use Permit | <input type="checkbox"/> Certificate of Economic Non-Viability |
| <input type="checkbox"/> Special Exception | <input type="checkbox"/> Simple Site Plan | <input type="checkbox"/> Annexation | <input type="checkbox"/> Historic Designation |
| <input type="checkbox"/> Limited Setback Waiver | <input type="checkbox"/> Minor Site Plan | <input type="checkbox"/> Historic Revolving Loan | <input type="checkbox"/> Demolition |
| <input type="checkbox"/> Rezoning/PUD/ID | <input type="checkbox"/> Major Site Plan | <input type="checkbox"/> Historic Housing Grant | <input type="checkbox"/> Port of Dubuque /Chaplain Schmitt Island Design Review |

Please type or print legibly in ink

Property owner(s): Ron & Mary Breitbach Phone: 563-542-5568
 Address: 13233 Derby Grange Rd City: Dubuque State: IA Zip: 52002
 Fax #: _____ Cell #: _____ E-mail: derbygrangegolf@gmail.com
 Applicant/Agent: Dave Schneider Phone: 563-744-3631
 Address: P.O. Box 128 City: Farley State: IA Zip: 52046
 Fax #: N/A Cell #: 563-599-4790 E-mail: daves@yousgv.net
 Site location/address: East of Herod Lane + North of Derby Grange Rd Neighborhood Association: _____

Existing zoning: _____ Proposed zoning: _____ District: _____ Landmark: ☐ Yes ☐ No

Legal Description (Sidwell parcel ID# or lot number/block number/subdivision): Parcel # 1008403002-

Total property (lot) area (square feet or acres): 13.55 acres net

Describe proposal and reason necessary (attach a letter of explanation, if needed):

Lot 1 thru Lot 4- Residential house lots for family members
Lot 5- Residential to build home

CERTIFICATION: I/we, the undersigned, do hereby certify/acknowledge that:

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

Property Owner(s): Ron & Mary Breitbach Date: 8-5-20

Applicant/Agent: Dave Schneider Date: 8/9/2020

FOR OFFICE USE ONLY – APPLICATION SUBMITTAL CHECKLIST

Fee: \$287.00 Received by: [Signature] Date: 8-10-2020 Docket: _____

7d CLK#
3759

RECORDER'S INDEX

LOCATION: LOT 2 IN DERBY GRANGE NO. 2, AND
LOT B IN DERBY GRANGE NO. 3,
ALL IN DUBUQUE COUNTY, IOWA

REQUESTOR: RONALD J. BREITBACH
PROPRIETOR: RONALD J. BREITBACH AND
MARY E. BREITBACH

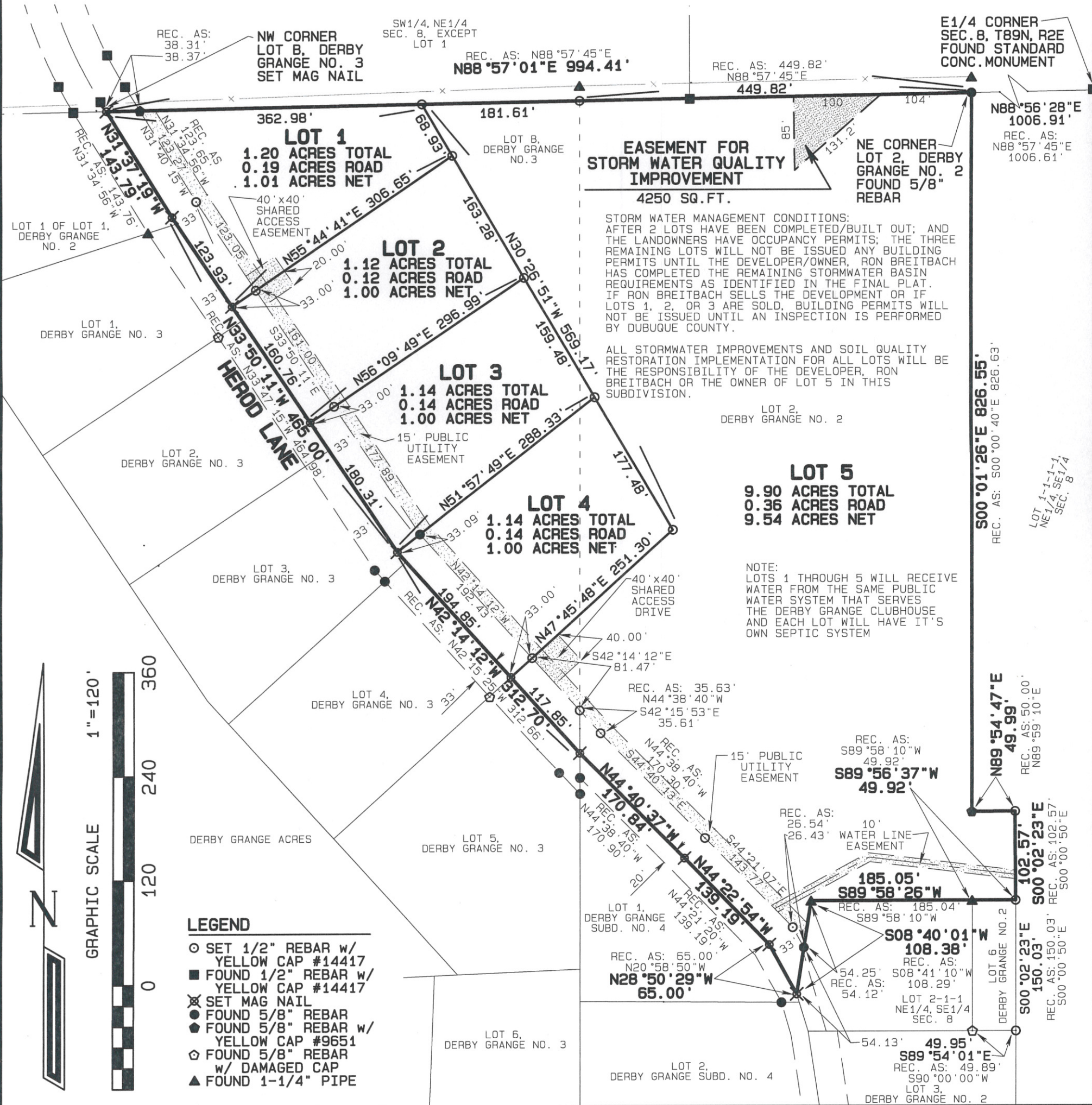
SURVEYOR: DAVID P. SCHNEIDER
SURVEYOR COMPANY: SCHNEIDER LAND SURVEYING
AND PLANNING, INC.

RETURN TO: DAVID P. SCHNEIDER
P.O. BOX 128 FARLEY, IOWA
Ph#563-744-3631 daves@yousq.net

FINAL PLAT

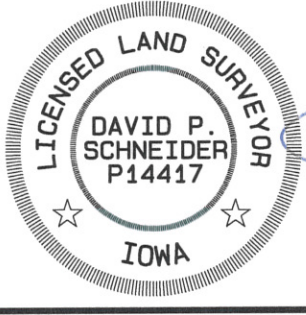
DERBY GRANGE SUBDIVISION NO. 5, DUBUQUE COUNTY, IOWA

A SUBDIVISION OF LOT 2 IN DERBY GRANGE NO. 2, AND
LOT B IN DERBY GRANGE NO. 3, ALL IN DUBUQUE COUNTY, IOWA



TOTAL AREA
14.50 ACRES TOTAL
-0.95 ACRES ROAD
13.55 ACRES NET

SURVEY DESCRIPTION:
LOT 2 IN DERBY GRANGE
NO.2, AND LOT B IN DERBY
GRANGE NO. 3, ALL IN
DUBUQUE COUNTY, IOWA



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

David P. Schneider P.L.S. P14417 Date: 8/25/2020
My license renewal date is December 31, 2021.

Pages or sheets covered by this seal: THIS SHEET ONLY

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 2511FP
Survey Date: 7/17/2020
Sheet: 1 of 6

OWNER'S CONSENT

_____, Iowa

_____, 2020

The foregoing plat of **Derby Grange Subdivision No. 5, Dubuque County, Iowa**, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate.

Ronald J. Breitbach

Mary E. Breitbach

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2020, before me, a Notary Public in and for said county, personally appeared Ronald J. Breitbach and Mary E. Breitbach to me personally known, who being by me duly affirmed did say that they said Ronald J. Breitbach and Mary E. Breitbach acknowledged the execution of said instrument to be their voluntary act and deed voluntarily executed.

Notary Public in the State of Iowa
My Commission Expires _____

MORTGAGE HOLDERS ACKNOWLEDGMENT

The undersigned for _____ of _____, State of Iowa, do hereby certify that the attached plat of **Derby Grange Subdivision No. 5, Dubuque County, Iowa**, is made with our free consent and in accordance with our desire as lien holder and mortgager of the premises described herein.

Bank _____
City _____

President _____
V.P. _____

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are the _____, and _____ respectively, of the corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that _____ and _____ as officers acknowledged the execution of the foregoing instrument to be the voluntarily act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in the State of Iowa
My Commission Expires _____

ATTORNEY'S OPINION

I, _____, a practicing attorney at law in (city) _____,
Dubuque County, Iowa have examined the abstract of title to the land included within **Derby Grange Subdivision
No. 5, Dubuque County, Iowa**, said abstract has been prepared in its entirety by the
_____ Abstract and Title Company, and was last certified to by said company on the _____
day of _____, 2020, at the hour of _____ o'clock __M.

My examination of said abstract shows good and merchantable title on the date and hour of certification to be in
Ronald J. Breitbach and Mary E. Breitbach. Dated at _____, Iowa in said County, this _____
day of _____, 2020.

Signature Attorney at Law

Name (printed) _____

Address _____

Phone number _____

DUBUQUE COUNTY TREASURER

Dubuque, Iowa _____, 2020

I the undersigned, _____, Treasurer of Dubuque County, Iowa do hereby certify that all taxes and
special assessments levied against **Derby Grange Subdivision No. 5, Dubuque County, Iowa**, have been paid
and said real estate is free and clear of all taxes as of this date.

County Treasurer of Dubuque County, Iowa

DUBUQUE COUNTY ASSESSOR

Dubuque, Iowa

The forgoing plat was reviewed in the office of the Dubuque County Assessor this _____ day of _____, 2020.

County Assessor of Dubuque County, Iowa

DUBUQUE COUNTY BOARD OF HEALTH

Dubuque, Iowa _____, 2020

The forgoing plat of **Derby Grange Subdivision No. 5, Dubuque County, Iowa**, is hereby approved by the Dubuque County Board of Health and approval of said plat by the Dubuque County Board of Supervisors is hereby recommended.

Dubuque County Board of Health - Chairperson

COUNTY PLATS OFFICER

Dubuque, Iowa _____, 2020

I, _____, the Dubuque County Plats Officer, have received and examined the foregoing plat **Derby Grange Subdivision No. 5, Dubuque County, Iowa**, for compliance with the Dubuque County Platting and Subdivision regulations and have found said plat to be acceptable.

County Plats Officer of Dubuque County, Iowa

COUNTY ENGINEER

Dubuque, Iowa _____, 2020

I, _____, the Dubuque County Engineer, have received and examined the foregoing plat of **Derby Grange Subdivision No. 5, Dubuque County, Iowa**, for compliance with the Dubuque County Engineering regulations and have found said plat to be acceptable.

County Engineer of Dubuque County, Iowa

CITY OF DUBUQUE ZONING ADVISORY COMMISSION

Dubuque, Iowa _____, 2020

The foregoing plat of the **Derby Grange Subdivision No. 5, Dubuque County, Iowa**, being within the 2 mile jurisdiction of the corporate limits of the City of Dubuque is hereby approved by the Dubuque Planning and Zoning Advisory Commission and approval of said plat by the City Council of the City of Dubuque, Dubuque County, Iowa is here by recommended.

City of Dubuque Zoning Advisory Commission

Chairperson

CITY COUNCIL APPROVING PLAT

Dubuque, Iowa _____, 2020

The undersigned, _____, Mayor and _____, Clerk of the City of Dubuque, Dubuque County, Iowa do hereby certify that the foregoing plat of **Derby Grange Subdivision No. 5, Dubuque County, Iowa**, as appears heretofore has been filed in the Office of the City Clerk of Dubuque, Iowa and that the City Council of the City of Dubuque, Iowa approves said plat.

Roy D. Buol - Mayor

Kevin S. Firnstahl - City Clerk

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared Roy D. Buol and Kevin S. Firnstahl, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dubuque, Iowa; that the seal affixed to the foregoing instrument is the Corporate seal of the City of Dubuque, Iowa, and that said instrument was signed and sealed on behalf of the said City of Dubuque, Iowa, by authority of the City Council of said city, and the said Roy D. Buol and Kevin S. Firnstahl acknowledged the execution of said instrument to be the voluntary act and deed of said City of Dubuque, Iowa, by it voluntary executed.

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

DUBUQUE COUNTY PLANNING AND ZONING

Dubuque, Iowa _____, 2020

The forgoing plat of **Derby Grange Subdivision No. 5, Dubuque County, Iowa**, is hereby approved by the Dubuque County Planning and Zoning Commission and approval of said plat by the County Board of Supervisors is hereby recommended.

Dubuque County Planning & Zoning Commission

Chairperson

DUBUQUE COUNTY BOARD OF SUPERVISORS

Dubuque, Iowa _____, 2020

The Dubuque County Board of Supervisors of the County of Dubuque, Iowa, do hereby certify that the foregoing plat of **Derby Grange Subdivision No. 5, Dubuque County, Iowa**, has been filed in the office of the County Board of Supervisors and that by Resolution No. _____ the Dubuque County Board of Supervisors have reviewed and approved said plat.

Chairperson

Attest _____
Dubuque County Auditor

COUNTY AUDITOR

Dubuque, Iowa

The forgoing plat was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 2020. We approve of the subdivision name or title to be recorded.

County Auditor of Dubuque County, Iowa

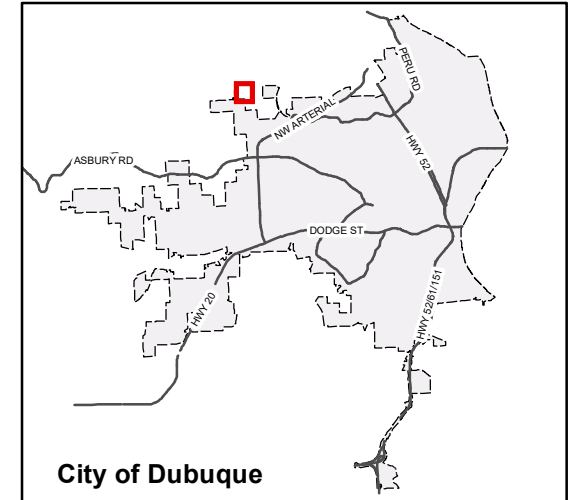
COUNTY RECORDER

Dubuque, Iowa

The forgoing plat has been received by the Dubuque County Recorder this _____ day of _____, 2020

County Recorder of Dubuque County, Iowa


Vicinity Map



Applicant: Dave Schneider

Location: East of Herod Ln, North of Derby Grange Rd.

Proposal: To approve Final Plat of Derby Grange No. 5.

 Subject Property

 City Limits

0 75 150 300
Feet



1:3,000





TO: Zoning Advisory Commission

FROM: Travis Schrobilgen, Assistant Planner

DATE: August 25, 2020

RE: Final Plat of Derby Grange Subdivision No. 5

INTRODUCTION

The submitted Final Plat subdivides Lot 2 in Derby Grange No. 2 and Lot B in Derby Grange No. 3 for a total of 13.55 acres into Lots 1, 2, 3, 4 and 5 in the Derby Grange Subdivision. The property is located in Dubuque County within the City's 2-mile jurisdiction and is being reviewed jointly by the City of Dubuque and Dubuque County. The subject property is currently zoned County R-3 Residential.

DISCUSSION

The plat as proposed will result in three, 1.0 acre lots, one, 1.01 acre lot and one, 9.54 acre lot. All lots have the required amount of frontage, exceed the minimum required lot area and have utility easements as required. The submitted Final Plat complies with the City of Dubuque's subdivision regulations contained in the Unified Development Code.

The subdivision is intended to be used for single-family homes.

RECOMMENDATION

Planning staff recommends the Zoning Advisory Commission review the Final Plat of Derby Grange No. 5 and recommend approval as submitted.

Enclosure

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

RESOLUTION NO. -20

**A RESOLUTION APPROVING THE FINAL PLAT OF SURVEY:
DERBY GRANGE SUBDIVISION NO. 5, DUBUQUE COUNTY, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Survey: Derby Grange Subdivision No. 5, Dubuque County, Iowa that is within the City's 2-mile extra-territorial jurisdiction; and

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

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

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

Section 1. That the Plat of Survey: Derby Grange Subdivision No. 5, Dubuque County, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat of Survey.

Passed, approved and adopted this 21st day of September, 2020.

By: _____
Roy D. Buol, Mayor

ATTEST:

By: _____
Kevin S. Firnstahl, City Clerk

**City of Dubuque
City Council Meeting**

Consent Items # 7.

ITEM TITLE: Pre-Annexation Agreement - Derby Grange Subdivision, Ronald J & Mary E Breitbach

SUMMARY: City Manager recommending approval of a Pre-Annexation Agreement with Ronald J. and Mary E. Breitbach in conjunction with a request for approval of the Plat of Survey for 14.5 acres located at Lot 2 in Derby Grange No. 2 and Lot B Derby Grange No. 3.

SUGGESTED DISPOSITION: **RESOLUTION** Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and Ronald J. and Mary E. Breitbach
Suggested Disposition: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

Description

Breitbach Pre-Annexation Agreement-MVM Memo
Staff Memo
Map Pre-Annexation
Pre-Annexation Agreement
Covenant Assessment of Costs of Improvements
Covenant Pertaining to Water Service
Resolution

Type

City Manager Memo
Staff Memo
Supporting Documentation
Supporting Documentation
Supporting Documentation
Supporting Documentation
Resolutions



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Pre-Annexation Agreement - Ronald J. and Mary E. Breitbach

DATE: September 15, 2020

Planning Services Manager Wally Wernimont is requesting City Council approval of a Pre-Annexation Agreement with Ronald J. and Mary E. Breitbach in conjunction with a request for approval of the Plat of Survey for 14.5 acres located at Lot 2 in Derby Grange No. 2 and Lot B Derby Grange No. 3, which is within two miles of the City of Dubuque corporate limits.. As part of approving the Plat of Survey, a Pre-Annexation Agreement must be signed as established by the City's Fringe Area Development Standards of the Unified Development Code. There is no plan to annex the property at this time.

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


Michael C. Van Milligen

MCVM:jh
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodmann, Assistant City Manager
Cori Burbach, Assistant City Manager
Wally Wernimont, Planning Services Manager

TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Manager 

SUBJECT: **Pre-annexation Agreement** – Ronald J. and Mary E. Breitbach

DATE: September 14, 2020

INTRODUCTION

This memo transmits for City Council review and approval, a pre-annexation agreement with Ronald J. and Mary E. Breitbach, property owner, in conjunction with request for approval of a Plat of Survey, Dubuque County, Iowa. The agreement, resolution, and related materials are attached.

DISCUSSION

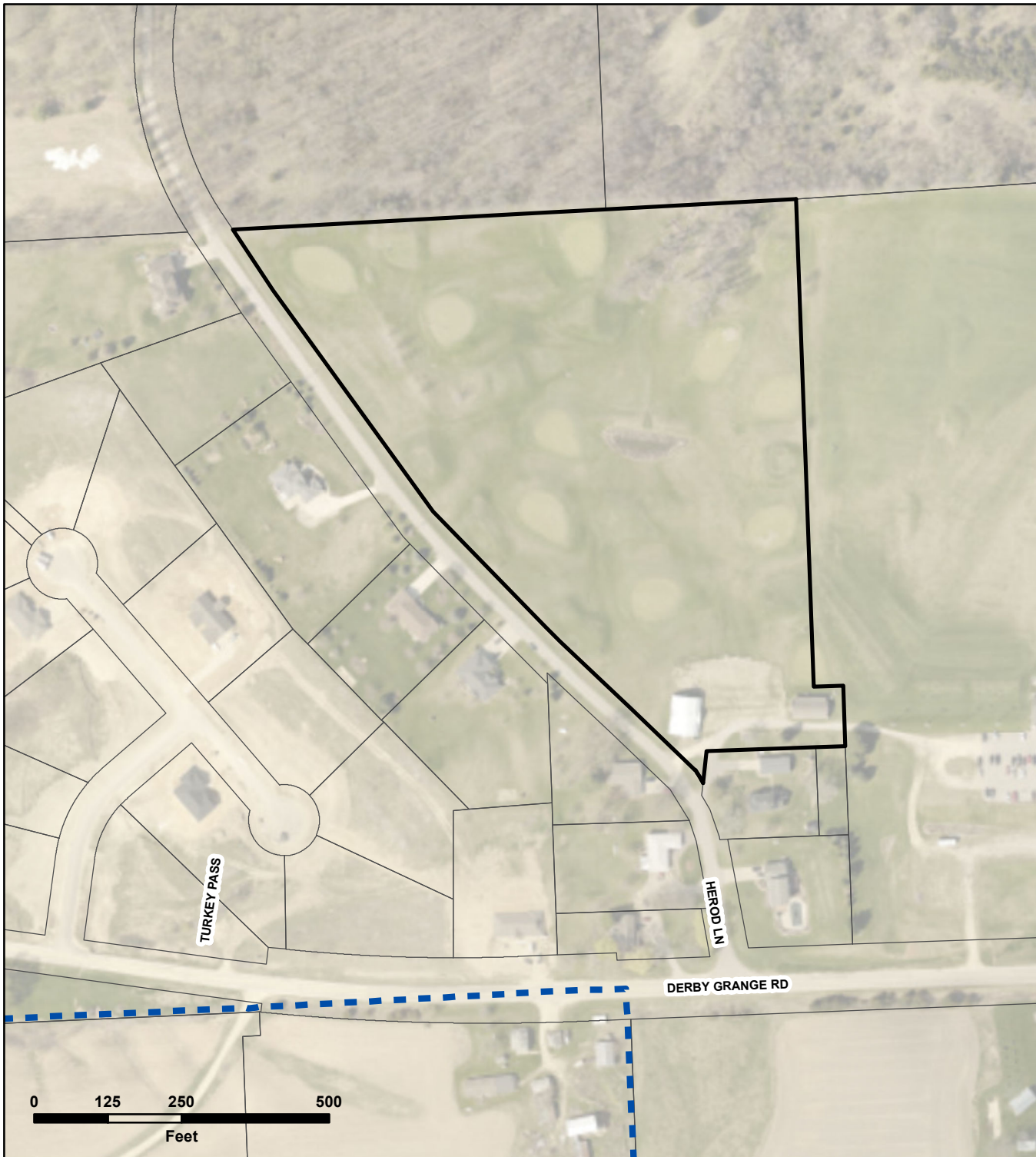
The 14.5 acre subject property is located at Lot 2 in Derby Grange No. 2, and Lot B Derby Grange No. 3 and within two miles of the city of Dubuque corporate limits, and as part of approving of the Plat of Survey, a pre-annexation agreement must be signed as established by the City's Fringe Area Development Standards in Section 11-7. E of the Unified Development Code (UDC). There is no plan to annex the property at this time. In accordance with this requirement, Legal staff has prepared the attached pre-annexation agreement with the standard 10-year transition of the City share of property taxes as an incentive.

RECOMMENDATION

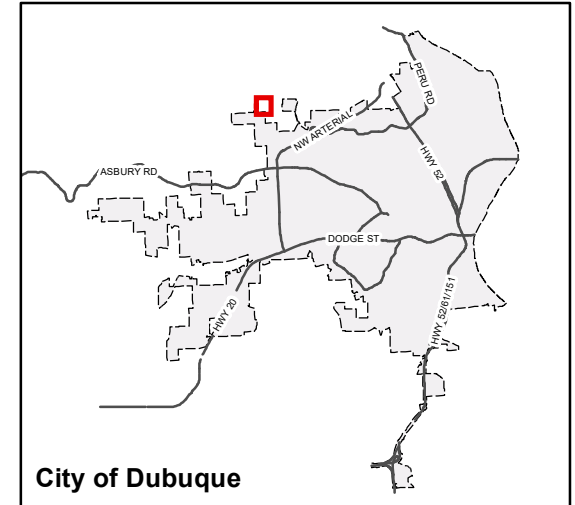
I recommend that the City Council approve the Ronald J. and Mary E. Breitbach Pre-annexation Agreement in accordance with the Fringe Area Development Standards and authorize the Mayor to sign the agreement on behalf of the City of Dubuque.

Attachments

cc: Maureen Quann, Assistant City Attorney
Gus Psihoyos, City Engineer
Denise Ihrig, Water Department Manager



Pre-annexation Map



Applicant: Ron & Mary Breitbach

Location: East of Herod Ln, North of Derby Grange Rd

PIN: 1008403002

Description: Pre-annexation agreement

-  Subject Property
-  Parcels
-  City Limits

DISCLAIMER: This information was compiled using the Dubuque Area Geographic Information System (DAGIS), which includes data created by both the City of Dubuque and Dubuque County. It is understood that, while the City of Dubuque and participating agencies utilized the most current and accurate information available, DAGIS and its suppliers do not warrant the accuracy or currency of the information or data contained herein. The City and participating agencies shall not be held liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.



1:3,000

Prepared by Maureen A. Quann, 300 Main Street, Suite 330 Dubuque, IA 52001 563-589-4381
Return to Kevin S. Firnstahl, 50 West 13th Street, Dubuque, IA 52001 563-589-4120

**PRE-ANNEXATION AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
RONALD J. AND MARY E. BREITBACH**

This Pre-Annexation Agreement (the "Agreement"), dated for reference purposes the _____ day of _____, 2020, is made and entered into by and between the City of Dubuque, Iowa ("City") and Ronald J. and Mary E. Breitbach ("Owner").

Whereas, Owner is the legal owner of real estate legally described as:

**LOT 2 IN DERBY GRANGE NO. 2, AND LOT B DERBY GRANGE NO. 3, ALL IN
DUBUQUE COUNTY, IOWA**

and shown in Exhibit A attached hereto and incorporated herein by reference (the "Real Estate"); and

Whereas, as of the date of this Agreement, the Real Estate is not contiguous to the corporate city limits of the city of Dubuque, but is located within two (2) miles of the corporate limits of the city of Dubuque and constitutes territory which may be annexed by City as provided in Iowa Code Chapter 368; and

Whereas, Owner desires to have the Real Estate annexed by City upon certain terms and conditions as hereinafter set forth; and

Whereas, notice of the proposed annexation shall be given to the parties legally required to be notified pursuant to Chapter 368 of the Iowa Code at the time the Real Estate becomes contiguous to City; and

Whereas, the City Council, after due and careful consideration, has concluded that the annexation of the Real Estate by City on the terms and conditions hereinafter

set forth would further the growth of City, would enable City to control the development of the area and would serve the best interests of City.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1. AGREEMENT PURSUANT TO IOWA CODE CHAPTER 368. This Agreement is made pursuant to and in accordance with the provisions of Iowa Code Chapter 368. The foregoing preambles and recitations are made a part of this Agreement.

SECTION 2. TERM. The term of this Agreement is from the _____ day of _____, 2020 until the annexation of the Real Estate to City is final.

SECTION 3. PETITION FOR ANNEXATION. Owner, upon execution of this Agreement, will submit to the City Clerk a Petition for Annexation of the Real Estate by City, in the form provided in Exhibit B. The City Clerk will file the Petition, submit it to the City Council for consideration at such time and under such circumstances as the City Council deems appropriate, and comply with the requirements of Iowa Code Chapter 368. Pursuant to Iowa Code §368.7(e), upon execution of this Agreement, Owner hereby waives the right to withdraw or rescind the Petition and hereby waives the right to withdraw its consent to the Petition and waives its right to object to annexation.

SECTION 4. ADMINISTRATIVE COSTS. City agrees to pay the administrative costs associated with the annexation of the Real Estate, which includes filing and recording costs.

SECTION 5. TRANSITION OF CITY SHARE OF PROPERTY TAXES. City agrees that the resolution approving the annexation application shall provide for the transition for the imposition of City taxes against the Real Estate. The Real Estate shall be entitled to the following partial exemption from taxation for City taxes for a period of ten (10) years following the final order of the City Development Board, if such annexation requires approval by the City Development Board, after the exhaustion of any and all appeals from the action of the Board by any person or the expiration of the time within which such appeals may be brought, approving the voluntary annexation of the property shown on Exhibit A:

1. For the first and second year, seventy-five percent (75%).
2. For the third and fourth year, sixty percent (60%).
3. For the fifth and sixth year, forty-five percent (45%).
4. For the seventh and eighth year, thirty percent (30%).
5. For the ninth and tenth year, fifteen percent (15%).

SECTION 6. CITY WATER SERVICES.

6.1 Upon annexation, Owner, Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate will obtain City water services to the Real Estate.

6.2 If Owner, Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, obtain water services from a rural water provider prior to annexation, Owner must use City water services to provide water to the property upon annexation. For provision of such future City water services to the Real Estate, the Owner, the Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, shall be fully bound, jointly and severally, to pay City the sum of any and all amounts City is required to pay as compensation to the rural water service provider for losses resulting from annexation of all or any part of the Real Estate by City and such amounts as City may be required or reasonably agrees to pay the rural water service provider as a settlement for resolution of any claims, disputes, objections, protests or litigation related to or arising out of City providing water service to all or any part of the Real Estate, following annexation of the Real Estate to City.

6.3 If Owner obtains City water services prior to annexation, Owner will pay the regular City water rate paid by all other City residents for such services.

6.4 If Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate own, operate, and maintain a private well or water system to supply water to the Real Estate, Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate will be allowed to keep, maintain, and replace such well or water system indefinitely upon annexation, if Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so. However, such a pre-existing well will be allowed for non-potable water only. Potable water will be provided by City water services. All connections supplied with City water from City water mains must be exclusively supplied with City water and cannot intermingle or connect with existing wells or private water systems, unless expressly approved by the City Manager in limited special circumstances.

SECTION 7. OTHER CITY SERVICES.

7.1 Upon annexation, Owner, Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate will for provision of future construction of street paving, curbs and guttering, storm sewers, water mains, sanitary sewer mains, bicycle paths, sidewalks, or any other improvement authorized by state law by means of City awarded contracts to be paid by special assessments to be levied against the Real Estate, Owner agrees that by execution of this Agreement, Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate, and each of them, shall pay and are bound to pay City, the costs of the aforesaid improvements assessed to the Real Estate, by action of the City Council, after

notice of hearing as provided by Iowa Code Section 384.50, the provisions of Iowa Code Section 384.38 notwithstanding.

7.2 It is City's current policy that Owner may elect, at the time of annexation, to dedicate any streets on the Real Estate to the City, or to maintain any streets on the Real Estate as private streets. If Owner maintains as private streets, City will not make or require improvements to bring private streets to City standards. If Owner wishes to dedicate streets to the City, streets must be brought to City standards at Owner's expense. Such policy is subject to change and may no longer be in effect at the time of annexation.

7.3 Upon annexation, City of Dubuque Code of Ordinances Section 13-2-3 states that the owner of any house, building, or property used for occupancy, employment, recreation, or other purposes situated in City and abutting any street, alley, right of way, or easement in which there is now located, or may in the future be located, within two hundred feet (200') of the nearest property line thereof, a public sanitary sewer of the City, is required at the owner's expense to connect such facilities directly with the public sanitary sewer, in accordance with City standards within three hundred sixty-five (365) days. If, at the time of annexation, the nearest property line of the Real Estate is within two hundred feet (200') of a public sanitary sewer, Owner, Owner's heirs, successor or assigns, including but not limited to the future owners of the Real Estate will be required to connect to such public sanitary sewer. However, Owner, Owner's heirs, successors or assigns will not be required to connect to the public sanitary sewer if construction plans for an existing private onsite sewage treatment and disposal system are available, the system meets the provisions of state laws and regulations, and the system received a construction permit from the city manager prior to installation.

However, no private onsite sewage treatment and disposal system will be permitted to operate for more than fifteen (15) years from its installation, unless otherwise determined by the city manager pursuant to standards adopted by the city manager. If the city manager determines at any time that the system is no longer adequate, connection to the public sanitary sewer must be made.

City Code of Ordinances Section 13-2-3 is subject to change and may no longer be in effect at the time of annexation.

7.4 If Owner is able and elects to receive public sanitary sewer services from the City prior to annexation, Owner will pay the regular City sanitary sewer rate paid by all other City residents for such services.

SECTION 8. BINDING AGREEMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assignees and shall be recorded with the Real Estate and will apply to any subsequent plats and/or subdivisions of the Real Estate.

SECTION 9. EFFECT OF INVALID PROVISION. If any provision of the Agreement is held invalid, such invalidity shall not affect any of the other provisions contained herein.

SECTION 10. DEFAULT.

10.1 Failure by Owner to substantially observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement constitutes an Event of Default.

10.2 Whenever any Event occurs and is continuing, City may take any one or more of the following actions after giving written notice by City to Owner of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Owner does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend any part of or all of its performance under this Agreement until it receives assurances from Owner, deemed adequate by City, that Owner will cure its default and continue its performance under this Agreement;
- (2) City may cancel and rescind this Agreement;
- (3) Owner will reimburse City for all amounts expended by City in connection with the Agreement, and City may take any action, including any legal action it deems necessary, to recover such amounts from Owner;
- (4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

SECTION 11. NOTICES. Any notice to be delivered pursuant to the terms of the Agreement shall be delivered or mailed by certified mail, return receipt requested, to the respective parties at the following addresses:

If to City: City of Dubuque
 City Clerk
 50 West 13th Street
 Dubuque, Iowa 52001

If to Owner: Ronald J. and Mary E. Breitbach
 13233 Derby Grange Road
 Dubuque, IA 52002-1006

SECTION 12. COUNCIL APPROVAL. This Agreement is subject to final approval of the City Council of Dubuque, Iowa in its sole discretion.

CITY OF DUBUQUE, IOWA

ATTEST:

By: _____
Roy D. Buol, Mayor

By: _____
Kevin S. Firnstahl, City Clerk

On this _____ day of _____, 2020, before me, a Notary Public in and for said state, personally appeared Roy D. Buol and Kevin S. Firnstahl known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

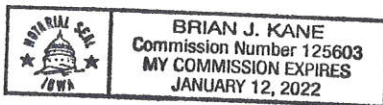
My Commission expires _____

OWNER

By: 
Ronald J. Breitbach

By: 
Mary E. Breitbach

On this 28th day of AUGUST, 2020, before me, a Notary Public in and for said state personally appeared Ronald J. and Mary E. Breitbach known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.




Notary Public in the State of Iowa

My Commission expires 1-12-2022

ATTACHMENTS

EXHIBIT A: Legal Description and Map of Area to be Annexed
EXHIBIT B: Petition for Annexation

**LOT 2 IN DERBY GRANGE NO. 2, AND LOT B DERBY GRANGE NO. 3, ALL IN DUBUQUE
COUNTY, IOWA**

ArcGIS Web Map



8/18/2020, 2:00:43 PM

☐ Tax Parcels

1:4,000

A number line with two scales. The top scale is labeled in miles (mi) and has major tick marks at 0, 0.03, 0.06, and 0.1. The bottom scale is labeled in kilometers (km) and has major tick marks at 0, 0.04, 0.08, and 0.16. There are 8 equal intervals between 0 and 0.1 on the mile scale, and 4 equal intervals between 0 and 0.16 on the kilometer scale. Each interval on the mile scale represents 0.015 miles, and each interval on the kilometer scale represents 0.04 kilometers.

Earl, Inc., Dubuque County, Iowa

Web AppBuilder for ArcGIS ES
© Dubuque County GIS

**EXHIBIT B
PETITION FOR ANNEXATION**

DATE FILED _____

TO: Mayor and City Council of the City of Dubuque, Iowa
Board of Supervisors, Dubuque County, Iowa

The Petitioners Respectfully States Under Oath:

1. That the Petitioners are the sole owners of record of the following legally described land hereinafter to as the "Real Estate". See attached Exhibit A: Legal Description and Plat of Annexation. The Real Estate is further identified as parcel number _____.
2. The Real Estate is not situated within the limits of any municipality, but is contiguous to the City of Dubuque, Iowa. See attached Exhibit A: Legal Description and Plat of Annexation.

The Petitioners Respectfully Request:

1. That the above-described Real Estate be annexed to the City of Dubuque by resolution of the Mayor and City Council of the City of Dubuque, Iowa, pursuant to Chapter 368 of the Code of Iowa.
2. That such other action may be taken as is appropriate in the premises.

We, the Petitioners, hereby state that the preceding statements and all statements made in supplementary material, and all attached documents submitted by me are true and correct.

We, the Petitioners, hereby acknowledge that pursuant to Iowa Code § 368.7(e), and upon execution of the attached Pre-Annexation Agreement, Petitioners hereby waive the right to withdraw or rescind this Petition and hereby waive the right to withdraw consent to this Petition and waive the right to object to annexation.

Signed on this 28th day of AUGUST, 2020

Karl J. Bunt
13233 Derby Grange Rd
Dubuque IA 52002

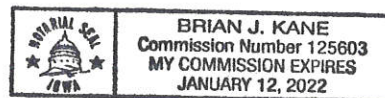
Telephone: 563-542-5568

Mary E Bunt
13233 Derby Grange Rd
Dubuque IA 52002

Telephone: 563-663-0042

Subscribed and sworn before me this 28th day of AUGUST, 2020

Brian J. Kane
Notary Public



ATTACHMENTS:

- EXHIBIT B-1: Legal Description and Map of Area to be Annexed
EXHIBIT B-2: Pre-Annexation Agreement


EXHIBIT B-1
LEGAL DESCRIPTION AND MAP OF AREA TO BE ANNEXED

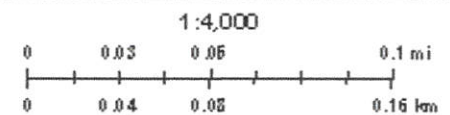
**LOT 2 IN DERBY GRANGE NO. 2, AND LOT B DERBY GRANGE NO. 3, ALL IN DUBUQUE
COUNTY, IOWA**

ArcGIS Web Map



8/18/2020, 2:00:43 PM

 Tax Parcels



Carl, Inc., Dubuque County, Iowa

Web AppBuilder for ArcGIS
© Dubuque County GIS

EXHIBIT B
PRE-ANNEXATION AGREEMENT

(Insert fully executed pre-annexation agreement here)

Prepared by Maureen A. Quann, 300 Main Street, Suite 330 Dubuque, IA 52001 563-589-4381
Return to Kevin S. Firnstahl, 50 West 13th Street, Dubuque, IA 52001 563-589-4120

COVENANT ASSESSMENT OF COSTS OF IMPROVEMENTS

THIS COVENANT AND AGREEMENT, made and entered into effective the _____ day of _____, 2020, between the City of Dubuque, Iowa (hereinafter called "City"), and Ronald J. and Mary E. Breitbach (hereinafter called "Owner"), its heirs, successors and assigns,

WITNESSES:

WHEREAS, the aforesaid Owner has applied to the City for approval of a subdivision plat of an area of land described as follows ("the Real Estate"):

LOT 2 IN DERBY GRANGE NO. 2, AND LOT B DERBY GRANGE NO. 3, ALL IN DUBUQUE COUNTY, IOWA

WHEREAS, said land is within two (2) miles of the City, subject to the jurisdiction of the City for plat approval.

NOW, THEREFORE, the parties hereto agree that:

1. This agreement is made for the purpose of meeting the subdivision regulations and plat approval requirements of the City for approval of the subdivision plat of the Real Estate.
2. In anticipation of the possibility that the City may at some time deem it to be in the public interest to cause construction of street paving, curbs and guttering, storm sewers, water mains, sanitary sewer mains, bicycle paths, sidewalks, or any other improvement authorized by state law by means of city awarded contracts to be paid by special assessments to be levied against the Real Estate, the Owner does hereby covenant and agree that by execution of this instrument Owner, its heirs, successors and assigns, including purchasers of the Real Estate, and each of them, shall pay and are bound to pay to the City, the costs of the aforesaid improvements assessed to the Real Estate, by action of the governing body for the City, after notice of hearing as

provided by section 384.50 Code of Iowa, the provisions of 384.38 Code of Iowa notwithstanding.

3. It is understood and agreed that if and when the governing body of the City conducts a hearing on a proposed resolution or necessity to assess public improvement costs to the Real Estate, the Owners of the Real Estate may then appear before the governing body of the City and be heard.

The foregoing provisions encumber the Real Estate described as:

**LOT 2 IN DERBY GRANGE NO. 2, AND LOT B DERBY GRANGE NO. 3, ALL IN
DUBUQUE COUNTY, IOWA**

4. This covenant and agreement shall be filed for record in the office of the Dubuque County Recorder and all covenants, agreements, promises and representations herein stated shall be deemed to be covenants running with the Real Estate and shall endure and be binding on the parties hereto, their mortgagees, lienholders, successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants and filed as provided by law. The City shall have the right to file a claim to continue its interest in these covenants.

5. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

6. It is City's current policy that Owner may elect, at the time of annexation, to dedicate any streets on the Real Estate to City, or to maintain any streets on the Real Estate as private streets. If Owner maintains as private streets, City will not make or require improvements to bring private streets to City standards. Such policy is subject to change and may no longer be in effect at the time of annexation.

7. Upon annexation, City of Dubuque Code of Ordinances Section 13-2-3 states that the owner of any house, building, or property used for occupancy, employment, recreation, or other purposes situated in City and abutting any street, alley, right of way, or easement in which there is now located, or may in the future be located, within two hundred feet (200') of the nearest property line thereof, a public sanitary sewer of the City, is required at the owner's expense to connect such facilities directly with the public sanitary sewer, in accordance with City standards within three hundred sixty-five (365) days. If, at the time of annexation, the nearest property line of the Real Estate is within two hundred feet (200') of a public sanitary sewer, Owner, Owner's heirs, successor or assigns, including but not limited to the future owners of the Real Estate will be required to connect to such public sanitary sewer. However, Owner, Owner's heirs, successors or assigns will not be required to connect to the public sanitary sewer if construction plans for an existing private onsite sewage treatment and disposal system are available, the system meets the provisions of state laws and regulations, and the system received a construction permit from the city manager prior to installation.

However, no private onsite sewage treatment and disposal system will be permitted to operate for more than fifteen (15) years from its installation, unless otherwise determined by the city manager pursuant to standards adopted by the city manager. If the city manager determines at any time that the system is no longer adequate, connection to the public sanitary sewer must be made.

City Code of Ordinances Section 13-2-3 is subject to change and may no longer be in effect at the time of annexation.

8. If Owner is able and elects to receive public sanitary sewer services from the City prior to annexation, Owner will pay the regular City sanitary sewer rate paid by all other City residents for such services.

Executed by the respective signatories effective the date first above written.

CITY OF DUBUQUE, IOWA

ATTEST:

By: _____
Roy D. Buol, Mayor

By: _____
Kevin S. Firnstahl, City Clerk

On this _____ day of _____, 2020, before me, a Notary Public in and for said state, personally appeared Roy D. Buol and Kevin S. Firnstahl known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

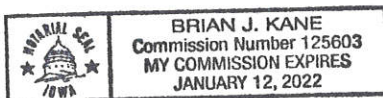
My Commission expires _____

OWNER

By: Ronald J. Breitbach
Ronald J. Breitbach

By: Mary E. Breitbach
Mary E. Breitbach

On this 28th day of AUGUST, 2020, before me, a Notary Public in and for said state personally appeared Ronald J. and Mary E. Breitbach known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.



Brian J. Kane
Notary Public in the State of Iowa

My Commission expires 1-12-2022

Prepared by Maureen A. Quann, 300 Main Street, Suite 330 Dubuque, IA 52001 563-589-4381
Return to Kevin S. Firnstahl, 50 West 13th Street, Dubuque, IA 52001 563-589-4120

COVENANT PERTAINING TO WATER SERVICE

THIS AGREEMENT, made and entered into effective the _____ day of _____, 2020, between the City of Dubuque, Iowa (hereinafter called "City"), and Ronald J. and Mary E. Breitbach (hereinafter called "Owners"), their heirs, successors and assigns,

WITNESSES:

WHEREAS, the aforesaid Owner has applied to the City for approval of a subdivision plat of an area of land described as follows ("the Real Estate"):

LOT 2 IN DERBY GRANGE NO. 2, AND LOT B DERBY GRANGE NO. 3, ALL IN DUBUQUE COUNTY, IOWA

WHEREAS, said land is within two (2) miles of the City, subject to the jurisdiction of the City for plat approval and for authorization of rural water service; and,

WHEREAS, Owner may desire to receive rural water service for the land being platted.

NOW, THEREFORE, the parties hereto agree that:

1. If the Owner of the Real Estate legally described above, the Owner's heirs, successors and assigns, including but not limited to, the future owners of the Real Estate, disconnects from City water and obtains such services from a rural water provider prior to annexation of the Real Estate, or obtains water service, sanitary sewer service, or both services from a rural water provider prior to annexation, the Owner, the Owner's heirs, successors, and assigns, including but not limited to future owners of the Real Estate shall be and are hereby fully bound, jointly and severally, to pay to the City the sum of any and all amounts that the City is required to pay as compensation to the rural water provider for losses resulting from annexation of all or any part of the Real Estate by the City and such amounts as the City may be required or reasonably agree to pay the rural water provider as a settlement for resolution of any claims, disputes,

objections, protests or litigation related to or arising out of the City providing water service or sanitary sewer service to all or any part of the Real Estate, following annexation of the Real Estate to the City.

2. This covenant and agreement shall be filed for record in the office of the Dubuque County Recorder and all covenants, agreements, promises, and representations hereinstated shall be deemed to be covenants running with the Real Estate and shall endure and be binding on the parties hereto, their mortgagees, lienholders, successors and assigns, for a period of twenty-one (21) years from the date of the recording of these covenants, unless claims to continue any interest in the covenants are filed as provided by law. The City shall have the right to file a claim to continue its interest in these covenants.

3. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

4. If Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate own, operate, and maintain a private well or water system to supply water to the Real Estate, Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate will be allowed to keep, maintain, and replace such well or water system indefinitely upon annexation, if Owner, Owner's heirs, successors and assigns, including but not limited to the future owners of the Real Estate choose to do so. However, such a pre-existing well will be allowed for non-potable water only. Potable water will be provided by City water services. All connections supplied with City water from City water mains must be exclusively supplied with City water and cannot intermingle or connect with existing wells or private water systems, unless expressly approved by the City Manager in limited special circumstances.

Executed by the respective signatories effective the date first above written.

CITY OF DUBUQUE, IOWA

ATTEST:

By: _____
Roy D. Buol, Mayor

By: _____
Kevin S. Firnstahl, City Clerk

On this ____ day of _____, 2020, before me, a Notary Public in and for said state, personally appeared Roy D. Buol and Kevin S. Firnstahl known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in the State of Iowa

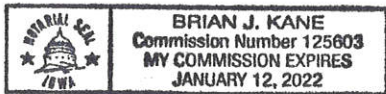
My Commission expires _____

OWNER

By: [Signature]
Ronald J. Breitbach

By: [Signature]
Mary E. Breitbach

On this 28th day of AUGUST, 2020, before me, a Notary Public in and for said state personally appeared Ronald J. and Mary E. Breitbach, known to me to be the person(s) named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.



[Signature]
Notary Public in the State of Iowa

My Commission expires 1-12-2022

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

RESOLUTION NO. -20

**APPROVING A PRE-ANNEXATION AGREEMENT BETWEEN THE CITY OF
DUBUQUE, IOWA AND RONALD J. AND MARY E. BREITBACH**

Whereas, Ronald J. and Mary E. Breitbach, the owner of the following described property in Dubuque County, Iowa (the Property) have submitted to the City Council of the city of Dubuque an application for voluntary annexation of the Property to the City of Dubuque:

LOT 2 IN DERBY GRANGE NO. 2, AND LOT B IN DERBY GRANGE NO. 3, ALL
IN DUBUQUE COUNTY, IOWA

Whereas, Ronald J. and Mary E. Breitbach has entered into a Pre-annexation Agreement with the City of Dubuque, a copy of which is attached hereto governing the future annexation of the Property; and

Whereas, the Property is not subject to an existing annexation moratorium; and

Whereas, the Property does not include any state or railroad property; and

Whereas, Iowa Code Section 368.7 authorizes the voluntary annexation of property in Dubuque County, Iowa and the extension of city limits by voluntary annexation; and

Whereas, the annexation of the Property is consistent with the Comprehensive Plan of the City of Dubuque, necessary for the future orderly growth and development of the City of Dubuque, and will promote efficient and cost-effective extension of municipal services; and

Whereas, the City Council finds that the annexation of the Property is in the public interest.

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

Section 1. The Pre-annexation Agreement by and between Ronald J. and Mary E. Breitbach and the City of Dubuque is hereby approved.

Passed, approved and adopted this 21st day of September 2020.

By: _____
Roy D. Buol, Mayor

ATTEST:

By: _____
Kevin S. Firnstahl, City Clerk

**City of Dubuque
City Council Meeting**

Consent Items # 8.

ITEM TITLE: Acceptance of University Ave. and Grandview Ave. Roundabout
SUMMARY: City Manager recommending acceptance of the improvements for the University Avenue and North Grandview Avenue Roundabout Intersection Improvement Project, as completed by Eastern Iowa Excavating and Concrete, LLC.

RESOLUTION Accepting the University Avenue and North Grandview Avenue Roundabout intersection Improvement Project and authorizing the payment to the contractor

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

ATTACHMENTS:

Description

University and North Grandview Avenue Roundabout
Acceptance-MVM Memo

Staff Memo

Resolution

Engineer's Cert

Type

City Manager Memo

Staff Memo

Resolutions

Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: University Avenue and North Grandview Avenue Roundabout Intersection Improvement Project
CIP No. 3002724, Iowa DOT Project No. STP-A-2100 (689)--86-31

DATE: September 15, 2020

City Engineer Gus Psihoyos is recommending acceptance of the improvements for the University Avenue and North Grandview Avenue Roundabout Intersection Improvement Project, as completed by Eastern Iowa Excavating and Concrete, LLC, in the final contract amount of \$1,342,408.35, which is a 6.7% increase from the original contract amount of \$1,257,852.18. The additional cost was due to higher than anticipated asphalt replacement required at the mid-town transfer, the addition of flag poles and additional driveway replacement at the fire station. A short limestone retaining wall was added to address potential steep slopes next to the sidewalk in the SW corner of the intersection. There was a pavement thickness incentive payment made as required per IDOT specifications.

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


Michael C. Van Milligen

MCVM:jh
Attachment

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: September 15, 2020

RE: University Avenue and North Grandview Avenue Roundabout Intersection Improvement Project
CIP No. 3002724, Iowa DOT Project No. STP-A-2100 (689)--86-31

INTRODUCTION

The purpose of this memorandum and attached resolution is about the acceptance of the improvements for the University Avenue and North Grandview Avenue Roundabout Intersection Improvement.

BACKGROUND

In July of 2016, the City received bids for this intersection and the intersection at Loras Boulevard and North Grandview Avenue to be signalized intersections.

These proposed signalized intersection improvements were recommended by the East/West Corridor Study that was formally adopted by the City Council in February 2012.

Because of the positive feedback and the successful operational performance of the new Grandview-Delhi-Grace Roundabout, Engineering staff considered the possibility of modifying the proposed signalization project to include a roundabout at the University Avenue and North Grandview Avenue Intersection. There were several issues that needed to be overcome before a roundabout could be considered including potential funding.

City staff discussed the potential revised roundabout concept with the Iowa DOT first. District 6 Local Systems Engineer was supportive of the potential project change and consulted with the Office of Traffic and Safety, who also supported the concept.

To fund the proposed project, the City pursued grant funding from various sources including an DMATS STBG Grant, Iowa Clean Air Attainment Program (ICAAP) Grant and Traffic Safety Funds Grant (TSF). The City was successful in acquiring funding for this project from all three listed funding sources.

DISCUSSION

The project provided for construction of a roundabout at the intersection of University Avenue and North Grandview Avenue. Engineering staff worked with MSA/Ourston on the design of the proposed roundabout. MSA/Ourston is a well-respected roundabout design firm that has been involved in the design of hundreds of roundabouts in the United States. MSA/Ourston is one of two consulting firms in Iowa that the DOT uses for peer reviews on roundabout designs. MSA/Ourston designed the alignment and profile for the roundabout to make sure it properly addresses sight distance and speed concerns at the roundabout. The roundabout is designed to operate with vehicles traveling around 15 mph through the roundabout.

Engineering staff used the design model developed by MSA/Ourston to develop the rest of the construction documents with specific attention to pedestrian access, including ADA issues, lighting, construction phasing, utility impacts and business access in the area. Some the physical elements of the roundabout include:

- 9" doweled PCC pavement to facilitate larger vehicles and accommodate construction phasing.
- A colored concrete truck apron to allow oversized vehicles to get through the roundabout when needed. Most vehicles (including buses) will not need to use the surmountable truck apron. There is an apron across from Fire Station No. 4 for turning and backing into the driveway.
- Four (4) LED street lights to provide lighting at street intersections and cross walks for good visibility at night.
- Directional signage to alert drivers to the operation of the roundabout and to alert them to pedestrian crossing areas.
- Deflecting splitter islands which divert the traffic so vehicles slow down and are able to easily blend into the circular traffic pattern.
- Recycled Purlington brick accents along the edges of the project to pay respect to the former brick streets in the area.
- Pedestrian access ramps that are ADA compliant will be installed.
- A Jule Bus pull off lane for the relocated Mid-Town Transfer Station and related sidewalk and lighting improvements. The Jule Mid-Town Transfer Station is relocated from North Grandview Avenue south of the intersection to North Grandview Avenue north of the intersection adjacent to Allison-Henderson Park.

The project also included some utility improvements. These include the replacement of 6" and 12" watermain, replacement of 8" sanitary sewer, manholes, replacement of storm sewer, replacement of two fire hydrants, and the installation of electrical and fiber optic conduit.

The University Avenue and North Grandview Avenue Roundabout Intersection Improvement was completed by Eastern Iowa Excavating and Concrete, LLC of Cascade, Iowa in the final contract amount of \$1,342,408.35 which is a 6.7% increase from the original contract amount of 1,257,852.18. The additional cost to the project was due to higher than anticipated asphalt replacement required at the mid-town transfer, the addition of flag poles and additional driveway replacement at the fire station. A short

limestone retaining wall was added to address potential steep slopes next to the sidewalk in the SW corner of the intersection. There was a pavement thickness incentive payment made as required per IDOT specifications.

RECOMMENDATION

I recommend that the City Council accept the improvements and authorize the payment of the contract amount of \$1,342,408.35 to Eastern Iowa Excavating and Concrete, LLC for the University Avenue and North Grandview Avenue Roundabout Intersection improvement.

BUDGET IMPACT

The project cost for the University Avenue and North Grandview Avenue Roundabout Intersection improvement project is summarized below:

Description	Award	Final
Construction Contract	\$ 1,257,852.18	\$ 1,342,408.35
Contingency (10%)	116,298.00	0.00
Engineering Design and Administration	120,000.00	154,521.71
Total Construction Costs	\$ 1,494,150.18	\$ 1,496,930.06

The project funding is summary as follows:

CIP No.	Fund Description	Fund Amount
3002724	Iowa DOT TSF Grant	\$ 500,000.00
3002724	Iowa DOT ICAAP Grant	264,842.00
3002724	DMATS STBG Grant	200,000.00
3002724	Grandview/University Roundabout	445,053.84
7401405	Watermain Replacements	87,034.22
Total Project Funding		\$ 1,496,930.06

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution to accept the improvements and to authorize the payment of the contract amount of \$1,342,408.35 to Eastern Iowa Excavating and Concrete, LLC for the University Avenue and North Grandview Avenue Roundabout Intersection Improvement Project.

Prepared by: Jon Dienst, P.E.

cc: Bob Schiesl, Assistant City Engineer
 Nate Kieffer, PLS
 John Klostermann, Public Works Director
 Renee Tyler, Transportation Services Manager
 Denise Ihrig, Water Department Manager

RESOLUTION NO. -20

**ACCEPTING THE UNIVERSITY AVENUE AND NORTH GRANDVIEW AVENUE
ROUNDBOUT INTERSECTION IMPROVEMENT PROJECT AND AUTHORIZING
THE PAYMENT TO THE CONTRACTOR**

WHEREAS, the Public Improvement Contract for the University Avenue and North Grandview Avenue Roundabout Intersection Improvement Project (the Project) has been completed by the contractor, Eastern Iowa Excavating & Concrete, LLC (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is \$1,342,408.35;

WHEREAS, the Contractor has previously been paid \$1,319,045.95, leaving a balance of \$23,362.40; and

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

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

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

Section 2. The Director of Finance and Budget is hereby directed to pay the balance of the retainage of \$23,362.40 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved and adopted this 21st day of September 2020.

Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl, CMC, City Clerk

CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE UNIVERSITY AVENUE AND NORTH GRANDVIEW AVENUE ROUNDABOUT INTERSECTION IMPROVEMENT PROJECT

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the University Avenue and North Grandview Avenue Roundabout Intersection Improvement Project has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$1,496,930.06.

Dated this 15th day of September 2020.



Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the _____ day of _____, 2020.

Kevin S. Firnstahl, CMC, City Clerk

CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF THE UNIVERSITY AVENUE AND NORTH GRANDVIEW AVENUE ROUNDABOUT INTERSECTION IMPROVEMENT PROJECT

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the University Avenue and North Grandview Avenue Roundabout Intersection Improvement Project has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$1,496,930.06.

Dated this 15th day of September 2020.



Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 15th day of September, 2020.



Kevin S. Firnstahl, CMC, City Clerk

**City of Dubuque
City Council Meeting**

Consent Items # 9.

ITEM TITLE: 245 W 1st Street - 1st Amendment
SUMMARY: City Manager recommending approval of a First Amendment to Grant Agreement between the City of Dubuque and Montana House, LLC to redevelop property at 245 W. 1st Street.

RESOLUTION Approving the First Amendment to Grant Agreement between the City of Dubuque, Iowa and Montana House, LLC
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

Description

245 W 1st Street 1st Amendment to Grant Agreement-
MVM Memo
Staff Memo
First Amendment
Resolution

Type

City Manager Memo
Staff Memo
Supporting Documentation
Resolutions



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: First Amendment to Grant Agreement between the City of Dubuque and Montana House, LLC to Redevelop Property at 245 W 1st Street

DATE: September 16, 2020

Economic Development Director Jill Connors recommends City Council approval of a First Amendment to Grant Agreement between the City of Dubuque and Montana House, LLC to redevelop property at 245 W. 1st Street.

The Grant Agreement requires Montana House, LLC to complete the minimum improvements in substantial conformity with the scope and scale described in Grant Recipient's application to the program, and the Design Letter. Due to additional architectural discovery and availability of materials, an amended Design Letter with modifications to the storefront, necessary egress, and window requirements has been provided by Assistant Planner Chris Happ Olson.

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


Michael C. Van Milligen

MCVM:jh
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodman, Assistant City Manager
Cori Burbach, Assistant City Manager
Jill M. Connors, Economic Development Director



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

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: **First Amendment to Grant Agreement between the City of Dubuque and Montana House, LLC to Redevelop Property at 245 W 1st Street**

DATE: September 14, 2020

INTRODUCTION

This memorandum presents for City Council consideration and action the attached resolution approving a First Amendment to Grant Agreement between the City of Dubuque and Montana House, LLC.

BACKGROUND

The City and Montana House, LLC entered into a Grant Agreement dated April 6, 2020 for façade improvements including rehabilitation of doors and windows for the property at 245 W 1st Street.

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

DISCUSSION

The Grant Agreement requires Montana House, LLC to complete the minimum improvements in substantial conformity with the scope and scale described in Grant Recipient's application to the program, and the Design Letter. Due to additional architectural discovery and availability of materials, Montana House, LLC has requested an amended Design Letter. Assistant Planner Chris Happ Olson has provided an amended Design Letter with modifications to the storefront, necessary egress, and window requirements.

A First Amendment has been prepared which designates the minimum improvements shall be in conformity with the amended Design Letter.

RECOMMENDATION/ ACTION STEP

I respectfully request City Council approval of the attached resolution approving the First Amendment to Grant Agreement between the City of Dubuque, Iowa and Montana House, LLC.

**FIRST AMENDMENT
TO
GRANT AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
MONTANA HOUSE, LLC**

This First Amendment to Development Agreement, dated for reference purposes the ____ day of _____, 2020, is made and entered into by the City of Dubuque, Iowa, a municipality (City), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as amended (the Urban Renewal Act), and Montana House, LLC (Grant Recipient).

Whereas, City and Grant Recipient previously entered into a Grant Agreement dated April 6, 2020 (the Grant Agreement); and

Whereas, City and Grant Recipient desire to amend the Grant Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual terms and covenants contained herein, City and Grant Recipient agree as follows:

1. Section 1.1 of the Grant Agreement is hereby amended to read as follows:

1.1 Required Minimum Improvements. Grant Recipient shall improve the Development Property as follows:

Façade improvements including rehabilitation of doors and windows

(the "Minimum Improvements"). The Minimum Improvements shall be completed in substantial conformity with the scope and scale described in Grant Recipient's application to the program, and the Amended Design Letter attached hereto.

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

CITY OF DUBUQUE, IOWA

MONTANA HOUSE, LLC

By: _____
Roy D. Buol, Mayor

By: _____
Sam Murley, Owner

AMENDED DESIGN LETTER



Planning Services Department
City Hall - 50 West 13th Street
Dubuque, IA 52001-4845
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org

MEMORANDUM

TO: Jill Connors, Economic Development Director
FROM: Chris Happ Olson, Assistant Planner *CHO*
SUBJECT: Façade Grant Amendment: 245-249 W. 1st Street – the Montana House
DATE: September 3, 2020

Introduction

This memorandum is an amendment to the previous design review letter provided on April 3, 2020 for work funded with a Façade Grant for the property located at 245-249 W. 1st Street – the historic Montana House.

Background

The previously mentioned design review letter stands. All specifications remain in place, unless expressly addressed in this memorandum.

NO CHANGES TO PREVIOUS LETTER

#2 Window Design
#3 Window Color
#4 Ghost Signs
#7 Mortar

MODIFICATIONS TO PREVIOUS LETTER

#1 Storefront:

Materials: All wood or substitute wood materials at the storefront level must be smooth, non-textured, and painted. Imperfections of existing historic material are acceptable.

Historic wood lintel/beam: The lintel/beam that runs the entire width of the storefronts, below the Montana House ghost sign, is wood and shall be maintained and not covered with aluminum or another material.

Design: The historic arch transom windows, recessed from the storefront at planes from approximately 6-10", must be maintained in appearance. That

includes 1) installation of transoms, bulkheads and plate glass windows at the same recessed plane and 2) either restoring or replacing those transoms with units that are the same size, design, style and profile as the original. Making their plane consistent across the storefronts and entrances is acceptable. The height of the bulkhead is dictated to accommodate the sprinkler service at the west side of the storefront, therefore it is at slightly taller elevation than was original. The original angled bulkheads (along the recessed entrances) remain and are at the historic height. The owner may choose to retain that height or make it consistent with the new bulkhead height at the storefront. As historic doors to the storefront are not extant, newer, simpler aluminum frame glass doors are acceptable.

Historic wood columns: Columns are still intact and functional, and shall remain and be retained with their modest, decorative veneer (an approximate 1" thick trim piece on the front). Repair or replacement of that trim with the same size, detail, profile, material and finish is acceptable.

#5 Necessary Egress: The fire escape was approved for removal, as it is no longer functional. Remaining anchor points should be conservatively repaired with an appropriately soft mortar as previously described in #7 of the original design letter.

#6 Bricked in windows or doors: Any bricked in windows or doors (along the west façade or the first floor of the north façade) are allowable because of relevant code restrictions (as in the west façade) or lack of use (as in the north façade). They must be recessed from the plane of the façade. See the original letter for appropriate treatment.

ADDITIONS TO PREVIOUS LETTER

This letter acknowledges the air conditioning condenser units as being in a location on the roof which favorably minimizes their view from the public right of way.

Requirements

The project, if done in accordance with the described scope of work and drawings will meet the applicable guidelines and standards and is recommended for approval in terms of design review. Any deviation from the approved scope of work must be reviewed and approved by the Economic Development and Planning Services Departments prior to initiation. **It is the property owner's responsibility to read and understand the terms of approval as well as ensure compliance with the project requirements. It is the property owner's responsibility to obtain the necessary building permits prior to starting work. It is the property owner's responsibility to ensure all contractors understand and properly execute all expectation of the project. Failure to comply with the approved scope of work will result in forfeiture of all funding.**

APPENDIX:

- Proposed storefront design: "1st Street Building Drawing" dated 9/3/2020



PROJECT:

DATE

09 - 01 - 20

PAGE

1 OF 1

Prepared by: Jill Connors, Economic Development, 50 W. 13th Street, Dubuque IA 52001, 563 589-4393
Return to: Jill Connors, Economic Development, 50 W. 13th Street, Dubuque IA 52001, 563 589-4393

RESOLUTION NO. ____-20

APPROVING THE FIRST AMENDMENT TO GRANT AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND MONTANA HOUSE, LLC.

WHEREAS, the City of Dubuque (City) and Montana House, LLC (Grant Recipient) previously entered into a Grant Agreement dated April 20, 2020 for the redevelopment of 245 W 1st Street in the City of Dubuque, Iowa (the Project); and

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

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

Section 1. That the First Amendment to Grant Agreement between the City of Dubuque, Iowa and Montana House, LLC, a copy of which is attached hereto, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the First Amendment to Grant Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the First Amendment to Grant Agreement as herein approved.

Passed, approved and adopted this 21st day of September, 2020.

Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl, City Clerk

**City of Dubuque
City Council Meeting**

Consent Items # 10.

ITEM TITLE: 2021 DDTF Grant Subrecipient Funds
SUMMARY: City Manager recommending acceptance of the 2021 Dubuque County Law Enforcement Task Force Grant, with the City of Dubuque as a subrecipient which will provide partial funding for one Dubuque Drug Task Force narcotics investigator.
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Approve

ATTACHMENTS:

Description	Type
2021 Dubuque Drug Task Force Grant-MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Award Document	Staff Memo



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2021 Dubuque County Law Enforcement Task Force Grant, Subrecipient Funds

DATE: September 9, 2020

Chief of Police Mark Dalsing recommends City Council acceptance of the 2021 Dubuque County Law Enforcement Task Force Grant, with the City of Dubuque as a subrecipient, in the amount of \$31,650, which will provide partial funding for one Dubuque Drug Task Force narcotics investigator. The \$10,550 match will be made via budgeted funds already in place for the Drug Task Force investigator position.

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


Michael C. Van Milligen

MCVM:jh
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodmann, Assistant City Manager
Cori Burbach, Assistant City Manager
Mark M. Dalsing, Chief of Police

MEMORANDUM

September 4, 2020

TO: Michael C. Van Milligen
City Manager

FR: Mark M. Dalsing
Chief of Police

RE: 2021 Dubuque County Law Enforcement Task Force Grant, Subrecipient Funds

INTRODUCTION:

The purpose of this memorandum is to request City Council consideration for the approval of the 2021 Dubuque County Law Enforcement Task Force Grant, with the City of Dubuque as a subrecipient.

BACKGROUND:

The Governor's Office of Drug Control Policy (ODCP), under the Byrne-Justice Assistance Grant Program (JAG), provides financial assistance to support a broad range of activities to prevent and control drug-related crime and to improve the criminal justice system. The JAG program places an emphasis on violent crime, drug offenses, and serious offenders. This funding is applied for annually by the Dubuque County Sheriff's Office and is submitted by the Dubuque Drug Task Force.

DISCUSSION:

Each year, Dubuque County participates with the Edward Byrne Memorial Justice Assistance Grant program, allowing the Dubuque Drug Task Force (DDTF) to obtain funds used to support wages and benefits for one county narcotics investigator, and one police department narcotics investigator. The Dubuque Drug Task Force completed an application earlier this year, outlining their intentions for the funds. Again, this year, Dubuque County received funding in support of Dubuque Drug Task Force investigative activities.

The one-year award amount is \$63,300 with a 25% match of \$21,100, for a total of \$84,400. The funds are split evenly between the Dubuque County Sheriff's Department and the Dubuque Police Department and are used for personnel wages and benefits.

RECOMMENDATION:

As a subrecipient, The Dubuque Police Department will receive partial funding for one narcotics investigator, in the amount of \$31,650 with a match of \$10,550 in support of DDTF investigative activities. The match will be made via budgeted funds already in place for the DDTF investigator position. I recommend City Council accept the subrecipient award amount.

ACTION REQUESTED:

City Council acceptance of \$31,650, with a match of \$10,550, as a subrecipient of a Dubuque County Justice Assistance Grant award for fiscal year 2021.

IOWA BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

Governor's Office of Drug Control Policy
Pape State Office Bldg., 5th Floor
215 E. 7th Street, Des Moines, Iowa 50319 (515) 725-0300

JAG CFDA #16.738

Grantee: Dubuque County Board of Supervisors 770 Iowa St. Dubuque, Iowa 52001-4865	Grant #18-JAG- 343653 Grant Period: July 1, 2020 - June 30, 2021 Federal: \$63,300 Match: \$21,100 Total: \$84,400	
ODCP Contact: Dennis Wiggins 515/725-0311		
Legal Applicant: David Baker	Program Director: Gary Pape E-mail: gpape@dbqcosheriff.com	
<p><i>This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.</i></p> <p style="text-align: center;">SPECIAL CONDITIONS</p> <p>Law enforcement personnel funded in whole or in part with these grant funds will complete Department of Justice required online (internet-based) task force training. All task force members are required to complete this training once during the life of this award, or once every four years. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Officers should use the preauthorization code QX6S4 when completing the course.</p> <p>Project activity funded through this award will comply with all state and federal laws and guidelines. Projects are referred to PATC with questions regarding the appropriate expenditures of state forfeitures.</p>		
In witness wherefore, the parties hereto have executed this grant the day and year specified below.		
SIGNATURES/DATES		
_____ Legal Applicant/Date	_____ Program Director/Date	_____ ODCP Administrator/Date

**City of Dubuque
City Council Meeting**

Consent Items # 11.

ITEM TITLE: 2021 GTSB Grant Funds

SUMMARY: City Manager recommending acceptance of the 2021 Iowa Department of Public Safety, Governor's Traffic Safety Bureau Grant funds in the amount of \$34,350 to be used to support traffic related overtime enforcement, training related travel and equipment, to include three preliminary breath test intoximeters.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Approve

ATTACHMENTS:

Description	Type
2021 Iowa Governor's Traffic Safety Bureau Grant-MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Agreement Copy	Staff Memo



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2021 Iowa Governor's Traffic Safety Bureau (GTSB) Grant Funds

DATE: September 9, 2020

Chief of Police Mark Dalsing recommends City Council acceptance of the 2021 Iowa Department of Public Safety, Governor's Traffic Safety Bureau Grant funds in the amount of \$34,350 to be used to support traffic related overtime enforcement, training related travel and equipment, to include three preliminary breath test intoximeters. There is no match required.

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


Michael C. Van Milligen

MCVM:jh
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodmann, Assistant City Manager
Cori Burbach, Assistant City Manager
Mark M. Dalsing, Chief of Police

MEMORANDUM

September 8, 2020

TO: Michael C. Van Milligen
City Manager

FR: Mark M. Dalsing
Chief of Police

RE: 2021 Iowa Governor's Traffic Safety Bureau (GTSB) Grant Funds

INTRODUCTION:

The purpose of this memorandum is to request City Council consideration for the approval of the 2021 Iowa Department of Public Safety, Governor's Traffic Safety Bureau Grant funds.

BACKGROUND:

Each state is required to have a highway safety program directed by guidelines of the National Highway Traffic Safety Administration (NHTSA). The Iowa Governor's Traffic Safety Bureau (GTSB) is a subdivision of the Iowa Department of Public Safety and fulfills this requirement. The GTSB administers the State of Iowa's allocation of federal highway safety funds. The mission of the GTSB is to identify traffic safety issues and, through partnerships with city, county, state, and local organizations, develop and implement strategies to reduce deaths and injuries on Iowa's roadways using federally-funded grants to improve traffic safety in the State of Iowa.

DISCUSSION:

Each year, the Dubuque Police Department participates with the Iowa Department of Public Safety, Governor's Traffic Safety Bureau (GTSB) to obtain funds used to support traffic enforcement. The department completed an application earlier this year, outlining their intentions for the funds. Again this year, the Dubuque Police Department received funding.

The one-year award is \$34,350, with no match. The grant funding period is 10/01/20 – 9/30/21. The funds will be used to support traffic related overtime enforcement, training related travel, and equipment, to include three (3) preliminary breath test intoximeters (PBT's).

RECOMMENDATION:

The Dubuque Police Department will receive funding in support of traffic enforcement activities in the amount of \$34,350. I recommend City Council accept the award amount.

ACTION REQUESTED:

City Council acceptance of \$34,350 as a recipient of a Department of Public Safety, Iowa Governor's Traffic Safety Bureau grant fund.

**GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY**

CONTRACT NUMBER: State and Community Highway Safety Grant
PAP 21-402-M0AL, Task 05-00-00

ISSUING AGENCY: DPS/Governor's Traffic Safety Bureau

PROJECT CONTRACTOR: Dubuque Police Department

PROJECT BUDGET: Highway Safety Funded Amount: \$34,350.00

AGENCY/LAW/SOURCE: National Highway Traffic Safety Administration (NHTSA)
Public Law 114-94, Section 402

DUNS # 09-310-5302

Submit Reimbursement Claims To:

Brandi Thompson, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248

Issue Payment To:

Dubuque Police Department
PO Box 875
Dubuque, Iowa 52001

Submit Reports To:

Brandi Thompson, Program Administrator
Governor's Traffic Safety Bureau
215 East 7th Street, 3rd Floor
Des Moines, Iowa 50319-0248
515-725-6124, FAX 515-725-6133

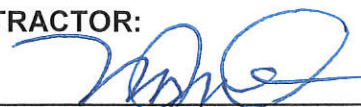
Transmit Contract Information To:

Captain Scott Crabill
Dubuque Police Department
770 Iowa Street
Dubuque, Iowa 52001
563-589-4410, FAX 563-589-4497

The Contractor agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2021 Highway Safety Plan, State and Community Highway Safety Grant 21-402-M0AL, Task 05-00-00, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 114-94 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

IN WITNESS THEREOF, the parties hereto have executed this contract on the day and year last specified below.

CONTRACTOR:

By  _____

Date: 09/08/2020

ISSUING AGENCY:

By  _____
Patrick J. Hoyer, Bureau Chief

Date: 08-21-2020

Effective Date: 10/01/20

Expiration Date: 09/30/21

SPECIAL CONDITIONS

Article 1.0 Identification of Parties. This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the Dubuque Police Department (hereinafter referred to as Contractor).

Article 2.0 Statement of Purpose.

WHEREAS, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

WHEREAS, the DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Section 402 of the Fixing America's Surface Transportation Act, as amended, and

WHEREAS, the Contractor has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

THEREFORE, the parties hereto do agree as follows:

Article 3.0 Area Covered. The Contractor will perform all the work and services required under this Contract in connection with and respecting the following areas:

City of Dubuque, Iowa and other jurisdiction(s) authorized by a shared enforcement agreement.

Article 4.0 Reports and Products. The Contractor will submit the following reports and products:

- 4.1 A Claim for Reimbursement form, documentation and, if applicable, an Equipment Accountability Report form for reimbursement within 90 days of the expense being paid by the Contractor with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2021.
- 4.2 A cumulative final report due November 1, 2021 covering accomplishments of Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Contractor.
- 4.4 A copy of all audit reports within 30 days of completion of said audit.
- 4.5 Monthly activity reports due the 15th of the following month on forms provided by the DPS/GTSB that quantify project activities as well as total departmental effort.

Article 5.0 Designation of Officials.

- 5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.
- 5.2 Contractor Designee, Chief Mark Dalsing, is designated to approve in writing, on behalf of the Contractor, the Claim for Reimbursement and any negotiated changes in this Contract.

Article 6.0 Key Personnel. The Contractor hereby assigns the duties and responsibilities of project administration to Captain Scott Crabill, representing the Contractor in this agreement.

Article 7.0 Time of Performance. The services of the Contractor will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

Article 8.0 Modification of General Conditions. None.

Article 9.0 Additional Special Conditions.

- 9.1 Expense Documentation. The Contractor will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the Claim and, for equipment, the Equipment Accountability Report as supplied by the DPS/GTSB.
- 9.2 Policies and Procedures. The Contractor will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 402 of the Fixing America's Surface Transportation Act, and the Iowa Administrative Code, Section 661, Chapter 20.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
 - b. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
- 9.4 Debarred, Suspended and Ineligible Status. The Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Contractor will immediately notify the DPS/GTSB if the Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended and Ineligible Contractors by a federal entity.
- 9.5 Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes 23 CFR 1300.31.
 - a. *Title.* Except as provided in paragraphs (e) and (f) of this section, title to equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 will vest upon acquisition in the State or its subrecipient, as appropriate, subject to the conditions in paragraphs (b) through (d) of this section.
 - b. *Use.* All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists.
 - c. *Management and disposition.* Subject to the requirements of paragraphs (b), (d), (e), and (f) of this section, States and their subrecipients and contractors shall manage and dispose of equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 in accordance with State laws and procedures.
 - d. *Purchases and dispositions.* Contractors shall receive prior written approval for all in-car camera purchases and any equipment purchases over \$5,000

from GTSB by submitting a quote from the vendor for the equipment to verify the acquisition price. GTSB will determine if further approval is required from NHTSA based on the acquisition price on the quote. Claims for equipment submitted by the Contractor must match the quote exactly which was approved by GTSB. GTSB considers equipment purchased using federal funds to have a useful life expectancy of at least a 5 years minimum unless documentation is provided to the contrary.

- 1) Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more shall be subject to the following requirements:
 - i. Purchases shall receive prior written approval from GTSB and NHTSA. Failure to secure prior approval will result in the contractor being responsible for the cost of the equipment purchase; retroactive approval from NHTSA is not an option.
 - ii. Dispositions shall receive prior written approval from NHTSA unless the equipment has exceeded its useful life as determined by GTSB policy.
- 2) Equipment with a useful life of more than one year and an acquisition cost of less than \$5,000 shall be subject to the following requirements:
 - i. Dispositions shall be reported to GTSB.
 - ii. Equipment destroyed during its useful life shall be replaced by the department. The department will notify GTSB of the date the equipment was rendered unusable and the replacement information to include: manufacturer, date equipment was received, serial number and a photo with serial number.

e. *Right to transfer title.* The Regional Administrator may reserve the right to transfer title to equipment acquired under this part to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:

- 1) The equipment shall be identified in the grant or otherwise made known to the State in writing;
- 2) The Regional Administrator shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 2 CFR parts 200 and 1201.

f. *Federally-owned equipment.* In the event a State or its subrecipient is provided federally-owned equipment:

- 1) Title shall remain vested in the Federal Government;
- 2) Management shall be in accordance with Federal rules and procedures, and an annual inventory listing shall be submitted by the State;
- 3) The State or its subrecipient shall request disposition instructions from the Regional Administrator when the item is no longer needed for highway safety purposes.
- 4) DPS/GTSB does not allow equipment purchased using federal funds to be sold without written prior approval from GTSB.

9.6 Nondiscrimination - The Contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*) and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office

and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), that prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects; (j) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), which broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not; (k) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing (and 49 CFR parts 37 and 38); (l) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; (m) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency that guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100); (n) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (o) the requirements of any other nondiscrimination statute(s) which may apply.

- 9.7 Buy America Act. The Contractor will comply with the provisions of the Buy America Act (23 U.S.C. 313) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.
- 9.8 Political Activity (Hatch Act). The Contractor will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. As such, the Contractor will not subcontract with any agency to conduct DPS/GTSB contract-related activities.
- 9.9 Lobbying Restrictions. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g.,

"grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

9.10 Federal Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers) including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

9.11 Prohibition on Using Grant Funds to Check for Helmet Usage. The Contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Article 10.0 Conditions of Payment.

10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Contractor by the DPS/GTSB for any item of work or service will be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Contractor by the DPS/GTSB for all work and services required under this Contract will not exceed \$34,350.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.

10.2 Claim for Reimbursement. All payments to the Contractor will be subject to the DPS/GTSB's receipt of a Claim and documentation. If claiming equipment, an Equipment Accountability Report must also be submitted. The Contractor must perform services and receive merchandise between the effective dates of the contract and pay for expenses prior to submitting the claim for reimbursement. A Claim will be submitted on a form provided by the DPS/GTSB. No payments will

be made if required reports are more than two months past due unless approved by the DPS/GTSB Director.

10.3 Receipt of Federal Funds.

- a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.
- b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Contractor under the same provisions, terms and conditions as the original Contract.
- c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Contractor will be payment for services rendered prior to termination.

10.4 Non-Performance Termination. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Contractor or its subcontractor under the provisions of this contract. The Contractor and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

10.5 The Contractor will arrange for a single audit to be performed in accordance with 2 CFR 200 when, as a non-federal entity, the Contractor receives \$750,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.600 applies to State & Community Highway Safety Grants. A copy of the audit report will be submitted to the DPS/GTSB within thirty (30) days after the completion of the audit.

Article 11.0 Statement of Work and Services. The Contractor will perform in a satisfactory and proper manner, as determined by the DPS/GTSB the following work and services:

11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and the DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.

- 11.2 The Contractor will absorb all costs not contained in this contract.
- 11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.
- 11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of the DPS/GTSB.
- 11.5 The Contractor will comply with all requirements contained within the Policies and Procedures Manual of the DPS/GTSB.
- 11.6 All documents relative to fiscal claims will be maintained in the Contractor's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
 - a. Officers to conduct 699 hours of directed overtime enforcement.
- 11.8 Contract activities:
 - a. Conduct 699 overtime hours of high visibility traffic enforcement with a maximum effort directed at occupant restraint, impaired driving and excessive speed violations during times and at locations identified as high-risk, including at least two special traffic enforcement projects, one of which will be conducted at night and one a multi-jurisdictional project.
 - b. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors.
 - c. Conduct and publicize results of two observational occupant protection surveys during March and August.
 - d. Purchase three DPS-approved preliminary breath testers (PBT) and utilize for impaired driving-related traffic enforcement.
 - e. Participate in traffic safety training with prior DPS/GTSB approval and submit a trip report within two weeks following any out-of-state travel. All travel reimbursement will be made at State of Iowa approved rates.
- 11.9 Key dates:
 - a. By November 15, 2020 and the 15th of each subsequent month through October 15, 2021, submit a monthly report as specified in Article 4.5.
 - b. By July 31, 2021, receive three PBTs as specified in Article 11.8(d).
 - c. By August 10, 2021, submit claim for expenses incurred through June 30, 2021.
 - d. By November 1, 2021, submit an annual report as specified in Article 4.2.
 - e. By November 15, 2021, submit final claim for reimbursement.
- 11.10 Objective/performance measures:
 - a. At least 699 hours of overtime enforcement conducted and all overtime and agency traffic enforcement contacts reported showing a sustained effort based on past performance.
 - b. Two special traffic enforcement projects completed and results reported.

- c. Twelve public information activities conducted and reported.
- d. Two occupant protection surveys completed and results publicized.
- e. Three PBTs purchased and utilized.
- f. At least one Officers attended DPS/GTSB approved training and a trip report submitted if travel out-of-state.

Article 12.0 Project Budget.

	<u>Highway Safety Funds</u>
Personal Services	
Directed overtime enforcement	\$ 32,000.00
Training-related travel	\$ 1,000.00
Equipment	
Three PBTs	<u>\$ 1,350.00</u>
TOTAL	\$ 34,350.00

**City of Dubuque
City Council Meeting**

Consent Items # 12.

ITEM TITLE: IEDA Contract 15-DF-034 Closeout

SUMMARY: City Manager submitting documents informing the City that the terms of a Business Assistance Contract from the Iowa Economic Development Authority to Cottingham & Butler Insurance Services, Inc. have been satisfied, and the contract has been closed out by the State.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File

ATTACHMENTS:

Description	Type
Cottingham & Butler Close Out of Business Assistance Contract with IEDA-MVM Memo	City Manager Memo
Staff Memo	Staff Memo
IEDA Closeout Letter	Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Close Out of Business Assistance Contract 15-DF-034 for Cottingham & Butler Insurance Services, Inc.

DATE: September 11, 2020

Economic Development Director Jill Connors recommends the City Council receive and file documents informing that the terms of a Business Assistance Contract from the Iowa Economic Development Authority to Cottingham & Butler Insurance Services, Inc. have been satisfied, and the contract has been closed out by the State.

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


Michael C. Van Milligen

MCVM:jh
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodmann, Assistant City Manager
Cori Burbach, Assistant City Manager
Jill M. Connors, Economic Development Director



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

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Close Out of Business Assistance Contract 15-DF-034 for Cottingham & Butler Insurance Services, Inc.

DATE: September 15, 2020

INTRODUCTION

The purpose of this memorandum is to inform the Manager and City Council that the terms of a Business Assistance Contract from the Iowa Economic Development Authority (IEDA) to Cottingham & Butler Insurance Services, Inc. (C&B) have been satisfied, and the contract has been closed out by the State.

BACKGROUND

IEDA administers a High-Quality Jobs program which provides qualifying businesses assistance to off-set some of the costs incurred to locate, expand or modernize an Iowa facility. This flexible program includes loans, forgivable loans, tax credits, exemptions and/or refunds. IEDA offers this program to promote growth in businesses, which employ Iowans in jobs defined as high-quality by state statute.

To be eligible, companies must meet wage threshold requirements and provide a sufficient benefits package to all full-time employees, including health and dental coverage.

In 2015, C&B applied for this type of business assistance from the State of Iowa for the expansion of its operations and addition of well-paid jobs, with the support of the City of Dubuque and the East Central Intergovernmental Association (ECIA)

On February 20, 2015, IEDA approved Contract 15-DF-034 with the following award:

C&B was eligible for a \$600,000 High Quality Jobs Program Loan (\$300,000 of which was forgivable if the contract requirements were met) and \$305,000 in training fund reimbursement for 90 jobs. The Company contributed \$485,000 in capital to the project. The required local match was met with a \$150,000 loan from ECIA.

DISCUSSION

C&B was required to maintain 520 full-time equivalent (FTE) jobs of which 311 were to be High Quality Job threshold FTEs. At the End of Maintenance Period, the Business had 836 FTEs of which 575 were High Quality Job threshold FTE jobs. The qualified employees were paid at least \$22.06 per hour.

C&B has met the job-creation requirements as stipulated, and the Iowa Economic Development Authority has informed the City that the contract has been closed out.

RECOMMENDATION/ ACTION STEP

I recommend the Council receive and file the documents from the Iowa Economic Development Authority closing out Business Assistance Contract 15-DF-034.

July 27, 2020

Mr. Timothy Berns, CFO
Cottingham & Butler Insurance Services, Inc.
800 Main Street
Dubuque, IA 52001

RE: Project Maintenance Closeout – Cottingham & Butler Insurance Services, Inc.
Contract Number – 15-DF-034

Dear Mr. Berns:

It is my pleasure to congratulate you on successfully maintaining your job obligations through the maintenance period regarding the above referenced project. The Authority's review of payroll documents indicates that the job maintenance requirement has been met.

In summary:

1. The Project Completion Date was February 28, 2018 with a Project Maintenance Date of February 28, 2020.
2. The Business was required to maintain 520 full-time equivalent (FTE) jobs of which 311 were to be qualified FTEs. At the End of Maintenance Date, the Business had 836 FTEs of which 575 were qualified FTE jobs. The qualified employees were paid at least \$22.06 per hour.
3. Cottingham & Butler met the Sufficient Benefits requirement.

Since all project activities have been completed and verified, the Authority has closed this project file. The Authority has determined that the job maintenance requirement has been satisfied. The IEDA hereby forgives the Forgivable Loan. Cottingham & Butler decided to accept the \$300,000 of Forgivable Loan at the End of Project Maintenance Period. Please contact Kristi Steil at IEDA for instructions on collecting the award. Kristi's contact information is 515-348-6167 and kristi.steil@iowaeda.com.

We would like to express our thanks to you for your assistance in monitoring and closing out this project. We look forward to working with you on future economic development projects. Please do not hesitate to contact me at 515-348-6165 or benton.quade@iowaeda.com should you have any questions.

Sincerely,



Benton Quade
Project Manager
Compliance Team

Cc: Mayor Roy Buol, City of Dubuque
IEDA Compliance File
IEDA Accounting

**City of Dubuque
City Council Meeting**

Consent Items # 13.

ITEM TITLE:	Fiscal Year 2020 Street Finance Report		
SUMMARY:	City Manager recommending approval of the City of Dubuque's Fiscal Year 2020 City Street Financing Report and authorize filing with the Iowa Department of Transportation.		
	RESOLUTION Approving the City of Dubuque Fiscal Year 2020 City Street Financing Report		
SUGGESTED DISPOSITION:	Suggested Disposition: Receive and File; Adopt Resolution(s)		
<u>ATTACHMENTS:</u>			
Description			Type
MVM Memo			City Manager Memo
Staff Memo			Staff Memo
Resolution			Resolutions
Fiscal Year 2020 Street Finance Report			Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Fiscal Year 2020 City Street Financing Report.

DATE: September 8, 2020

Director of Finance and Budget Jennifer Larson recommends the City Council approve the City of Dubuque's Fiscal Year 2020 City Street Financing Report and authorize filing with the Iowa Department of Transportation.

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


Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Teri Goodmann, Assistant City Manager
Gus Psihoyos, City Engineer
Jennifer Larson, Director of Finance and Budget
Cassie Ross, Assistant Director of Finance



TO: Mike Van Milligen, City Manager

FROM: Jennifer Larson, Director of Finance and Budget

SUBJECT: Fiscal Year 2020 City Street Financing Report.

DATE: September 8, 2020

INTRODUCTION

The purpose of this memorandum is to request that the City Council adopt a resolution approving the City of Dubuque's Fiscal Year 2020 City Street Financing Report.

DISCUSSION

The Code of Iowa, Chapter 312, Section 14, provides for the submission of an annual City Street Finance Report to the Iowa Department of Transportation by September 30, 2020. Failure of the City to submit this report on a timely basis results in the State withholding Road Use Tax Funds allocated to the City until compliance is achieved.

RECOMMENDATION

I recommend adoption of the enclosed resolution approving the attached annual report and authorize filing with the Iowa Department of Transportation.

cc: Gus Psihoyos, City Engineer
Cassie Ross, Assistant Director of Finance

RESOLUTION NO.

APPROVING THE CITY OF DUBUQUE FISCAL YEAR 2020 CITY STREET FINANCING REPORT

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

Section 1. That the City Street Finance Report for the period of July 1, 2019, to June 30, 2020, is hereby approved and that the City Clerk is hereby authorized and directed to file said report with the Iowa Department of Transportation.

Passed, approved and adopted this 21st day of September 2020.

Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl, City Clerk

Street Finance Report for Dubuque 2020

Expenses	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Salaries - Roads/Streets	\$324,557	\$1,103,445			\$402,340		\$1,830,342
Benefits - Roads/Streets	\$103,779	\$355,670			\$135,548		\$594,997
Training & Dues	\$14,556	\$12,707					\$27,263
Building & Grounds Maint. & Repair		\$84,378					\$84,378
Road Beautification		\$786,460					\$786,460
Vehicle & Office Equip Operation and Repair	\$7,330	\$72,736					\$80,066
Operational Equipment Repair	\$105	\$243,781			\$5,049		\$248,935
Other Utilities	\$2,659	\$5,991					\$8,650
Other Maintenance and Repair	\$443	\$24,326			\$4,280		\$29,049
Engineering	\$3,360				\$73,611		\$76,971
Insurance	\$5,341	\$143,617					\$148,958
Janitorial		\$6,181			\$96		\$6,277
Medical		\$1,516					\$1,516
Printing	\$1,389	\$3,003					\$4,392
Rents & Leases	\$1,263	\$19,983					\$21,246
Other Professional Services	\$3,895	\$78,273			\$27,010		\$109,178
Other Contract Services		\$9,257			\$2,325		\$11,582
Minor Equipment Purchases		\$18,453					\$18,453
Office Supplies	\$2,476	\$5					\$2,481
Operating Supplies	\$1,292	\$118,326			\$6,668		\$126,286
Postage & Safety	\$363	\$692			\$3,062		\$4,117
Other Supplies		\$5,268					\$5,268
Vehicles		\$59,765			\$567,498		\$627,263
Heavy Equipment		\$73,825					\$73,825
Office Equipment	\$1,087	\$159,148					\$160,235
Other Capital Equipment		\$31,733			\$52,798		\$84,531
Land Purchase					\$44,326		\$44,326
Right-of-Way		\$500			\$546,004		\$546,504
Bridges & Culverts					\$11,310		\$11,310
Street - New Roadway					\$775,270		\$775,270

Street Finance Report for Dubuque 2020

Street - Capacity Improvement					\$354,696		\$354,696
Street - Preservation					\$1,228,701		\$1,228,701
Street - Safety/Environment					\$268,392		\$268,392
Other Capital Outlay		\$521,727			\$126,230		\$647,957
Principal Payment				\$502,904			\$502,904
Interest Payment				\$157,821			\$157,821
Transfer Out		\$462,469	\$118,961		\$475,614		\$1,057,044
Street Lighting		\$814,873			\$22,489		\$837,362
Traffic Control/Safety	\$763,965	\$116,820			\$277,529		\$1,158,314
Snow Removal		\$1,345,815					\$1,345,815
Depreciation & Building Utilities		\$94,207					\$94,207
Street Cleaning		\$653,080					\$653,080
Total	\$1,237,860	\$7,428,030	\$118,961	\$660,725	\$5,410,846	\$0	\$14,856,422

Street Finance Report for Dubuque 2020

Revenues	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Levied on Property	\$1,065,020						\$1,065,020
Other Taxes (Hotel, LOST)					\$2,880,386		\$2,880,386
Interest			\$978		\$30,676		\$31,654
Rents & Leases					\$18,720		\$18,720
Federal Grants					\$1,033,006		\$1,033,006
State Revenues - Road Use Taxes		\$7,408,566					\$7,408,566
Other State Grants - IDOT					\$142,803		\$142,803
Local Contributions					\$175,112		\$175,112
Assessments			\$108,462				\$108,462
Contributions	\$20,057				\$147,504		\$167,561
Sale of Property & Merchandise		\$211,083					\$211,083
Transfer In	\$152,783	\$33,683		\$348,614	\$521,964		\$1,057,044
Total	\$1,237,860	\$7,653,332	\$109,440	\$348,614	\$4,950,171	\$0	\$14,299,417

Street Finance Report for Dubuque 2020

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2012B	\$5,275,000	\$375,000	\$138,425	\$277,500	\$102,434	\$4,900,000
2012E	\$2,410,000	\$220,000	\$59,700	\$77,506	\$21,032	\$2,190,000
2017A	\$6,165,000	\$1,240,000	\$184,950	\$95,682	\$14,271	\$4,925,000
2018A	\$4,635,000	\$335,000	\$128,850	\$52,216	\$20,084	\$4,300,000

Street Finance Report for Dubuque 2020

Description	Model Year	Usage Type	Cost	Purchased Status
Ford F350	2017	Purchased	\$58,757	No Change
John Deere Lawn Tractor	2016	Purchased	\$27,100	No Change
John Deere 6247 Endloader	2007	Purchased	\$136,108	No Change
Chevrolet 4WD 12,000 GVW Dump	2013	Purchased	\$58,695	No Change
John Deere Wheel Loader	2000	Purchased	\$118,750	No Change
Cimline Crack Saw	1990	Purchased	\$2,381	No Change
Silverado 4WD 12,000 GVW Dump w/snow Equipment	2013	Purchased	\$58,695	No Change
Freightliner Dump Truck with Combo Box	2016	Purchased	\$136,215	No Change
John Deere Wheel Loader - 644K	2012	Purchased	\$220,000	No Change
Atlas Copco Air Compressor	2009	Purchased	\$10,351	No Change
International Dump Truck w/Combo Box	2013	Purchased	\$106,699	No Change
Freightliner Single Axle Dump Truck	2016	Purchased	\$124,039	No Change
Target Pro 65 III Concrete Saw	1998	Purchased	\$8,927	No Change
Townmaster Trailer	1993	Purchased	\$5,481	No Change
Sullivan Air Compressor	2015	Purchased	\$14,097	No Change
Freightliner 213,500 GVW	2017	Purchased	\$90,634	No Change
John Deere Wheel Loader 624K	2015	Purchased	\$214,000	No Change
International Tandem Dump Truck	2012	Purchased	\$110,675	No Change
Ford F450 4WD	2002	Purchased	\$29,585	Traded
Ford F550 4WD	2020	Purchased	\$59,765	New
Cimline Crack Sealer	2000	Purchased	\$18,931	No Change
Ford F550 Crew Cab	2019	Purchased	\$126,316	No Change
Trailer King Trailer	1985	Purchased	\$2,836	No Change
Ingersoll Rand Roller	1991	Purchased	\$3,210	No Change
JD Skid loader	2019	Purchased	\$63,650	No Change
John Deere Lawn Tractor X758	2017	Purchased	\$10,850	No Change
Elgin Whirlwind Sweeper	2010	Purchased	\$177,010	No Change
Elgin Pelican P Dual Sweeper	2013	Purchased	\$189,459	No Change
John Deere Tractor	2010	Purchased	\$79,360	No Change
Freightliner Tandem Dump Truck with Henderson Combo Dump Box	2017	Purchased	\$203,122	No Change
International Vac/Flusher Unit	1998	Purchased	\$124,756	No Change
M2106 Freightliner with Schwarze Sweeper	2015	Purchased	\$190,315	No Change
International 7400 w/loadal	2013	Purchased	\$131,251	No Change
Gorman Rupp 10" Trash Pump	2004	Purchased	\$35,720	No Change
B&B Trailer	2008	Purchased	\$5,585	No Change

Street Finance Report for Dubuque 2020

Catepillar	2008	Purchased	\$277,632	No Change
B&B Trailer	2017	Purchased	\$6,400	No Change
B&B Trailer	2017	Purchased	\$8,050	No Change
Ver-mac Sign Board	2019	Purchased	\$13,150	No Change
Morrison Speed Screed	2018	Purchased	\$8,991	No Change
Honda Generator	1993	Purchased	\$1,360	No Change
John Deere 323E Skid-Steer	2014	Purchased	\$63,327	No Change
Ingersoll Rand Roller	2002	Purchased	\$5,356	No Change
Huszvarna 30" Pavement Saw	2009	Purchased	\$21,970	No Change
John Deere Backhoe Loader	2008	Purchased	\$71,880	No Change
John Deere Motor Grader	2010	Purchased	\$194,335	No Change
Dynapac CC122 12 Series	2005	Purchased	\$25,842	No Change
Ford Pickup Truck	2017	Purchased	\$34,280	No Change
Chevrolet Pickup Truck	2012	Purchased	\$29,328	No Change
John Deere Gator	2019	Purchased	\$7,532	No Change
Sewer Easement Machine	2009	Purchased	\$38,783	No Change
John Deere 625i Gator	2014	Purchased	\$10,671	No Change
Portable Jet/Root Cutter	2000	Purchased	\$8,595	No Change
Honda 3" Trash Pump	2003	Purchased	\$1,197	No Change
Gorman Rupp 6" Trash Pump	1985	Purchased	\$11,595	No Change
Godwin 4" Trash Pump	2006	Purchased	\$18,782	No Change
Ford Hi-Cube Van 2/ CCTV Equip	2007	Purchased	\$99,000	No Change
PECO Manhole Cutter	1998	Purchased	\$13,260	No Change
Tsrumi-6" trash pump	2014	Purchased	\$15,794	No Change
CH&S - 6" Trash Pump	1999	Purchased	\$13,846	No Change
Chevrolet 3500 Sewer Rodder Silverado	2009	Purchased	\$76,593	No Change
International 7500 SFA 6X4	2007	Purchased	\$194,618	Traded
International HV607 SBA w/ Vactor	2020	Purchased	\$344,080	New
Jet Flusher Truck / Pipe Cleaner	2014	Purchased	\$207,490	No Change
Ford F350	2008	Purchased	\$31,360	Traded
3500 HD Dodge Ram	2019	Purchased	\$28,500	New
Caterpillar Asphalt Roller	2010	Purchased	\$48,575	No Change
Freightliner Dump Truck	2017	Purchased	\$166,764	No Change
International HV607EX type Distributor	2020	Purchased	\$154,707	New
International W/Rosco Distributor	1998	Purchased	\$60,795	Traded
Atlas Copco Air Compressor	2003	Purchased	\$7,819	No Change

Street Finance Report for Dubuque 2020

Freightliner w/Henderson Combo Dump Box	2020	Purchased	\$115,909	No Change
Sullivan D185PJD Air Compressor	2014	Purchased	\$9,517	No Change
Freightliner Bucket Truck	2009	Purchased	\$137,049	No Change
John Deere Wheel Loader Forks Attachment	2010	Purchased	\$5,433	No Change
Freightliner Tandem Dump Truck w/combo Box	2016	Purchased	\$136,215	No Change
Dynapac Vibratory Asphalt Roller	2019	Purchased	\$23,390	No Change
John Deere Backhoe /Loader	2010	Purchased	\$82,318	No Change
John Deere Backhoe Loader	2007	Purchased	\$67,754	Sold
H&H Trailer GT20	2014	Purchased	\$6,175	No Change
John Deere 410L	2020	Purchased	\$72,500	New
Freightliner 108 SD	2020	Purchased	\$141,470	New
John Deere 85G Excavator	2018	Purchased	\$125,900	No Change
John Deere endloader 624K	2009	Purchased	\$129,292	No Change
Freightliner Single Axle Dump Truck	2016	Purchased	\$124,039	No Change
International Tandem Dump Truck	2012	Purchased	\$110,675	No Change
Freightliner Single Axle Dump Truck	2016	Purchased	\$124,039	No Change
International 7400 w/combo box	2013	Purchased	\$106,699	No Change
Freightliner Dump Truck	2017	Purchased	\$166,558	No Change
Freightliner Dump Truck	2017	Purchased	\$166,764	No Change
International Dump Truck	2010	Purchased	\$104,775	Traded
Reversible Plate Compactor	2016	Purchased	\$7,600	No Change

Street Finance Report for Dubuque 2020

Project Description	Contract Price	Final Price	Contractor Name
22nd Street from White Street to Central Avenue & Kaufmann Avenue from Central Avenue to Francis Street. Length = 615 ft.	\$2,349,054	\$2,524,027	Portzen Construction
Central Avenue from 9th to 21st Streets Resurfacing. Length = 3915 ft.	\$1,335,857	\$1,225,558	River City Paving
Jackson Street from 11th to 12th Street - Reconstruction. Length = 300 ft	\$235,688	\$260,849	Drew Cook and Sons Excavating
Right turn lane on Pennsylvania Avenue at the NW Arterial (IA32). Length = 350 ft.	\$340,575	\$367,787	Midwest Concrete

Street Finance Report for Dubuque 2020

Summary	General Fund Streets (001)	SpecialRevenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Begining Balance	-\$1,038,721	\$4,476,613	-\$9,286	-\$304,404	-\$449,299		\$2,674,903
Expense	\$1,237,860	\$7,428,030	\$118,961	\$660,725	\$5,410,846		\$14,856,422
Revenue	\$1,237,860	\$7,653,332	\$109,440	\$348,614	\$4,950,171		\$14,299,417
Ending Balance	-\$1,038,721	\$4,701,915	-\$18,807	-\$616,515	-\$909,974		\$2,117,898

Resolution Number:

Execution Date:

Signature:

**City of Dubuque
City Council Meeting**

Consent Items # 14.

ITEM TITLE: Authorizing Resolution Naming Stecklein Acting Dir of Transportation Services

SUMMARY: City Manager recommending approval of resolutions appointing Acting Director of Transportation Services Russell Stecklein as an active delegate to make decisions with the FTA and IDOT on behalf of the City of Dubuque.

RESOLUTION Authorizing the Director of Transportation Services file applications with the Federal Transit Administration, an Operating Administration of the United States Department of Transportation, for Federal Transportation Assistance authorized by 49 U.S.C. Chapter 53 Title 23 United States Code and other Federal statutes administered by the Federal Transit Administration

RESOLUTION Authorizing the Director of Transportation Services file applications with the Iowa Department of Transportation – Office of Public Transit.

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

ATTACHMENTS:

Description	Type
Authorizing Resolutions Naming Stecklein-MVM Memo	City Manager Memo
staff memo	Staff Memo
Resolution FTA	Resolutions
Resolution IDOT	Resolutions



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Authorizing Resolutions Naming Russell Stecklein Acting Director of Transportation Services

DATE: September 15, 2020

Director of Transportation Services Renee Tyler has tendered her resignation effective September 18, 2020. Per Federal Transportation Administration (FTA) and Iowa Department of Transportation (IDOT) rules, resolutions are required to allow the incoming director to act on behalf of the Mayor and the City of Dubuque with respect to the administration of FTA and IDOT grants and filings.

Renee Tyler recommends City Council approval of resolutions appointing Acting Director of Transportation Services Russell Stecklein as an active delegate to make decisions with the FTA and IDOT on behalf of the City of Dubuque.

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


Michael C. Van Milligen

MCVM:jh
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodman, Assistant City Manager
Cori Burbach, Assistant City Manager
Renee Tyler, Director of Transportation Services
Russell Stecklein, Acting Director of Transportation Services



Masterpiece on the Mississippi

Dubuque



2007★2012★2013
2017★2019

Purchased from IOWA DOT State Contract

TO: Mike Van Milligen, City Manager

FROM: Renee Tyler, Director of Transportation Services

SUBJECT: Authorizing Resolutions Naming Russell Stecklein Acting Director of Transportation Services

DATE: September 14, 2020

INTRODUCTION

Current Director of Transportation Services, Renee Tyler has tendered her resignation effective Sept. 18, 2020. Per Federal Transportation Administration (FTA) and Iowa Department of Transportation (IDOT) rules resolutions are required to allow the incoming Director to act on behalf of the Mayor and the City of Dubuque with respect to the administration of FTA and IDOT grants and filings.

DISCUSSION

Attached is a resolution that will appoints Russell Stecklein as an active delegate to make decisions for the Jule on behalf of the City of Dubuque.

RECOMMENDATION

Transfer authority to Russell Stecklein as described on the attached resolution effective September 21, 2020.

Cc: Russell Stecklein, Field Operations Supervisor
Jacob Ironside, Transportation Services Analyst

RESOLUTION NO.

AUTHORIZING THE DIRECTOR OF TRANSPORTATION SERVICES FILE APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53 TITLE 23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION.

Whereas, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project; and

Whereas, the grant or cooperative agreement for Federal Financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost; and

Whereas, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

Whereas, the Mayor may authorize a designee to execute and file applications to the Federal Transit Administration on behalf of the City of Dubuque; and

Whereas, Russell Stecklein has been appointed as the Acting Director of Transportation Services, effective September 21, 2020.

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

Section 1. The Mayor of the City of Dubuque has authorized Russell Stecklein the Acting Director of Transportation Services, to serve as designee to execute and file application for Federal assistance on behalf of the City of Dubuque d.b.a. The Jule Transit with the Federal Transit Administration for Federal Assistance authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.

Section 2. The Mayor of the City of Dubuque or his/her designee (i.e. Director of Transportation Services) is authorized to execute and file with its application the annual certification and assurances and other documents the Federal Transportation Administration requires before awarding a Federal grant or cooperative agreement.

Section 3. The Mayor of the City of Dubuque or his/her designee (i.e. Director of Transportation Services) is hereby authorized and directed to execute said grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest his signature.

Passed, approved and adopted this ____ day of September, 2020.

Roy D Buol, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

RESOLUTION NO.
AUTHORIZING THE DIRECTOR OF TRANSPORTATION SERVICES FILE APPLICATIONS WITH THE IOWA DEPARTMENT OF TRANSPORTATION – OFFICE OF PUBLIC TRANSIT.

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

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

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

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

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

Section 1. That Russell Stecklein, Acting Director of Transportation Services, is authorized to on behalf of the City Council, to apply for financial assistance and to enter into related contract(s) with the Iowa Department of Transportation.

Passed, adopted and approved this _____ day of _____, 2020.

Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl, CMC, City Clerk

**City of Dubuque
City Council Meeting**

Consent Items # 15.

ITEM TITLE: Snow Removal and Ice Control RFB Award 2020_2022
SUMMARY: City Manager recommending approval to award the winning bids for snow removal for the City's sidewalks, ramps and surface lots that are managed by the Parking Division to Skyline Construction, TriState Paving Services, and Dan Arensdorf Construction, Inc.
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Approve

ATTACHMENTS:

Description	Type
Award of 2020-2022 Snow Removal and Ice Control-MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Bid Responses	Supporting Documentation

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Award of 2020-2022 Snow Removal
DATE: September 15, 2020

Director of Transportation Services Renee Tyler recommends City Council approval to award the winning bids for snow removal for the City's sidewalks, ramps and surface lots that are managed by the Parking Division as follows:

- The award for snow and ice removal for surface lots and ramps to Skyline Construction, TriState Paving Services and Dan Arensdorf Construction, Inc.
- The award for sidewalk snow removal and ice control to Skyline Construction.

Four responses were received to the City's snow and ice Request for Bid. The Request for Bid locks in cost for snow and ice removal for two winter seasons (years) with the option to extend the rates for an additional two more years. The recommended awards for the Request for Bid average 20% less than the 2019-2020 awards.

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


Michael C. Van Milligen

MCVM:jh
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodmann, Assistant City Manager
Cori Burbach, Assistant City Manager
Renee Tyler, Director of Transportation Services



TO: Mike Van Milligen, City Manager

FROM: Renee Tyler, Director of Transportation Services

SUBJECT: Award of 2020-2022 Snow Removal

DATE: September 14, 2020

BACKGROUND:

This memo is asking to award the winning bids for snow removal for the City's sidewalks, ramps and surface lots that are managed by the Parking Division.

DISCUSSION:

The City's Parking Division manages and maintains 19 surface lots and 7 ramps along with the adjacent sidewalks that boarder the perimeter of these properties. Parking outsources snow and ice removal responsibilities for these properties.

A snow and ice Request for Bid (RFB) was opened on August 24, 2020. The RFB submissions were due September 11, 2020. Four vendors responded to the RFB, they were Skyline Construction, TriState Paving Services, Dan Arensdorf Construction, Inc. and Stephen Lawn and Snow Services, Inc. Skyline Construction, TriState Paving Services, and Dan Arensdorf Construction, Inc. bid on the surface lots and ramps. Stephen Lawn and Snow Services, Inc. and Skyline Construction bid on sidewalks.

BUDGET IMPACT:

The RFB locks in cost for snow and ice removal for two winter seasons (years) with the option to extend the rates for an additional two more years. The recommended awards for this RFB average 20% less than the 2019-2020 awards.

REQUESTED ACTION:

I ask Council's approval to award the bid for snow and ice removal for surface lots and ramps to Skyline Construction, TriState Paving Services, and Dan Arensdorf Construction, Inc. The recommendation for sidewalk snow removal and ice control goes to Skyline Construction. An excel spreadsheet showing the bids is attached.

Council is asked to approve this recommendation during the September 21st council meeting. Transportation Services will then work with Legal on the execution of the contract for these vendors.

Cc: Jenny Larson, Director of Finance & Budget
Tony Breitbach, Purchasing & Contracts Coordinator
Russell Stecklein, Acting Director of Transportation Services
Justin Harris-Davis, Operations Supervisor

RAMPS	SNOW TRI STATE	ICE PAVING		SNOW ARENSDORF	ICE		SNOW SKYLINE
5 FLAGS	\$320	\$125.00	\$445	\$300.00	\$75.00	\$375.00	\$500.00
INTERMODAL	\$400	\$125.00	\$525	\$300.00	\$75.00	\$375.00	\$500.00
CENTERAL	\$350.00	\$150.00	\$500	\$300.00	\$100.00	\$400.00	\$500.00
LOCUST	\$400.00	\$200.00	\$600	\$300.00	\$150.00	\$450.00	\$500.00
IOWA ST	\$400	\$250.00	\$650	\$300.00	\$200.00	\$500.00	\$500.00
PORT OF DBQ	\$400.00	\$180.00	\$580	\$280.00	\$120.00	\$400.00	\$250.00
5 TH ST	400	200	\$600	\$300.00	\$100.00	\$400.00	\$500.00
LOTS	TRI STATE	PAVING		ARENSDORF			SKYLINE
10@ELM	\$100.00	\$100.00	\$200	\$120.00	\$120.00	\$240.00	\$180.00
11@ELM	\$210.00	\$100.00	\$310	\$220.00	\$120.00	\$340.00	\$180.00
12@ELM	\$210.00	\$100.00	\$310	\$220.00	\$120.00	\$340.00	\$180.00
18@ELM	\$210.00	\$100.00	\$310	\$220.00	\$120.00	\$340.00	\$180.00
4@CENTERAL	\$182.00	\$100.00	\$282	\$180.00	\$50.00	\$230.00	\$180.00
5@MAIN	\$245.00	\$100.00	\$345	\$225.00	\$75.00	\$300.00	\$200.00
5@BELL	\$235.00	\$220.00	\$455	\$220.00	\$200.00	\$420.00	\$200.00
9@BLUFF	\$210.00	\$100.00	\$310	\$180.00	\$50.00	\$230.00	\$180.00
9@ELM	\$210.00	\$100.00	\$310	\$230.00	\$100	\$330.00	\$180.00

BLUFF@11	\$220.00	\$100.00	\$320	\$180.00	\$50.00	\$230.00	\$180.00
BLUFF@12	\$220.00	\$100.00	\$320	\$180.00	\$50.00	\$230.00	\$180.00
BLUFF@5	\$240.00	\$150.00	\$390	\$190.00	\$100.00	\$290.00	\$180.00
CENTRAL@ 12	\$275.00	\$150.00	\$425	\$250.00	\$100.00	\$350.00	\$180.00
HISTORIC FEDERAL	\$125.00	\$100.00	\$225	\$100.00	\$50.00	\$150.00	\$180.00
ICE HARBOR LOT	\$225.00	\$100.00	\$325	\$180.00	\$50.00	\$230.00	\$180.00
LOUCUST @3RD	\$220.00	\$100.00	\$320	\$180.00	\$50.00	\$230.00	\$180.00
MAIN @ 3RD LOT	\$225.00	\$100.00	\$325	\$180.00	\$50.00	\$230.00	\$180.00
PORT LOTS	\$400.00	\$340.00	\$740	\$280.00	\$280.00	\$560.00	\$250.00
WASHINGTON ROW	\$210.00	\$100.00	\$310	\$280.00	\$250.00	\$530.00	\$180.00

SNOW AND ICE REMOVAL 2020

ICE		SNOW	ICE
		STEFFANS	

		NO BID	NO BID
\$150.00	\$650.00	NO BID	NO BID

\$150.00	\$650.00	NO BID	NO BID
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\$150.00	\$650.00	NO BID	NO BID
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\$150.00	\$650.00	NO BID	NO BID
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\$250.00	\$750.00	NO BID	NO BID
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\$200.00	\$450.00	NO BID	NO BID
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\$150.00	\$650.00	NO BID	NO BID
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STEFANS

\$65.00	\$245.00	NO BID	
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\$65	\$245.00	NO BID	
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\$65.00	\$245.00	NO BID	NO BID
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\$65.00	\$245.00	NO BID	NO BID
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\$65.00	\$245.00	NO BID	NO BID
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\$65.00	\$265.00	NO BID	NO BID
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\$275.00	\$475.00	NO BID	NO BID
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\$65.00	\$245.00	NO BID	NO BID
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\$65.00	\$245.00	NO BID	NO BID
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\$65.00	\$245.00	NO BID	NO BID
\$65.00	\$245.00	NO BID	NO BID
\$150.00	\$330.00	NO BID	NO BID
\$150.00	\$330.00	NO BID	NO BID
\$65.00	\$245.00	NO BID	NO BID
\$75.00	\$255.00	NO BID	NO BID
\$65.00	\$245.00	NO BID	NO BID
\$65.00	\$245.00	NO BID	NO BID
\$200.00	\$450.00	NO BID	NO BID
\$65.00	\$245.00	NO BID	NO BID

ICE PRICE
GOOD
FOR 2 YEARS

SNOW AND ICE RFP 2020

SIDEWALKS	SNOW TRI STATE	ICE	SNOW ARENSDORF	ICE	SNOW SKYLINE
10@ELM	NO BID		NO BID		\$157.50
11@ELM	NO BID		NO BID		\$76.50
12@ELM	NO BID		NO BID		\$76.50
18@ELM	NO BID		NO BID		\$76.50
5@BLUFF	NO BID		NO BID		\$76.50
11@BLUFF	NO BID		NO BID		\$76.50
9@BLUFF	NO BID		NO BID		\$76.50
12@BLUFF	NO BID		NO BID		\$76.50
3@MAIN	NO BID		NO BID		\$76.50
3@LOUCUST	NO BID		NO BID		\$76.50
4@CENTRAL	NO BID		NO BID		\$76.50
5@BELL	NO BID		NO BID		\$157.50
5@MAIN	NO BID		NO BID		\$76.50
5TH RAMP	NO BID		NO BID		\$157.50
CENTRAL RAMP	NO BID		NO BID		\$157.50
FIVE FLAGS RAMP	NO BID		NO BID		\$157.50
INTERMODAL RAMP	NO BID		NO BID		\$157.50
IOWA ST RAMP	NO BID		NO BID		\$157.50
LOUCST RAMP	NO BID		NO BID		\$157.50
WASHINGTON ROW	NO BID		NO BID		\$157.50

ICE		SNOW	ICE	
		STEFFANS		
\$100.00	\$257.50	\$168.00	\$100.00	\$268.00
	\$0.00			\$0.00
\$55.00	\$131.50	\$100.00	\$65.00	\$165.00
	\$0.00			\$0.00
\$55.00	\$131.50	\$100.00	\$35.00	\$135.00
	\$0.00			\$0.00
\$30.00	\$106.50	\$100.00	\$35.00	\$135.00
	\$0.00			\$0.00
\$60.00	\$136.50	\$100.00	\$65.00	\$165.00
	\$0.00			\$0.00
\$55.00	\$131.50	\$100.00	\$65.00	\$165.00
	\$0.00			\$0.00
\$75.00	\$151.50	\$100.00	\$65.00	\$165.00
	\$0.00			\$0.00
\$30.00	\$106.50	\$100.00	\$35.00	\$135.00
	\$0.00			\$0.00
\$30.00	\$106.50	\$100.00	\$35.00	\$135.00
	\$0.00			\$0.00
\$30.00	\$106.50	\$100.00	\$35.00	\$135.00
	\$0.00			\$0.00
\$60.00	\$136.50	\$100.00	\$65.00	\$165.00
	\$0.00			\$0.00
\$85.00	\$242.50	\$168.00	\$95.00	\$263.00
	\$0.00			\$0.00
\$30.00	\$106.50	\$100.00	\$35.00	\$135.00
	\$0.00			\$0.00
\$100.00	\$257.50	\$168.00	\$100.00	\$268.00
	\$0.00			\$0.00
\$90.00	\$247.50	\$168.00	\$100.00	\$268.00
	\$0.00			\$0.00
\$100.00	\$257.50	\$168.00	\$100.00	\$268.00
	\$0.00			\$0.00
\$90.00	\$247.50	\$168.00	\$100.00	\$268.00
	\$0.00			\$0.00
\$90.00	\$247.50	\$168.00	\$100.00	\$268.00
	\$0.00			\$0.00
\$90.00	\$247.50	\$168.00	\$100.00	\$268.00

**City of Dubuque
City Council Meeting**

Consent Items # 16.

ITEM TITLE: Proposed License Agreement between City of Dubuque and ImOn Communications, LLC

SUMMARY: City Manager recommending approval of a License Agreement with ImOn Communications to co-locate critical City technology infrastructure at the ImOn Communication Network Operations Center.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Approve

ATTACHMENTS:

Description	Type
ImOn Communications License Agreement-MVM Memo	City Manager Memo
Proposed License Agreement between City of Dubuque and ImOn Communications, LLC Memo to the City Manager	Staff Memo
ImOn Co-location Agreement	Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proposed License Agreement Between City of Dubuque and ImOn Communications, LLC

DATE: September 15, 2020

The City of Dubuque's technology assets and services have grown significantly, as has the City's reliance on them for day-to-day operations. Presently the majority of those assets are dependent upon hardware located in the basement of the City Hall Annex, a location neither designed for such a task nor adequately resilient for assuring operational capacity and security as the City system continues to grow. In researching options City staff determined that the traditional approach of a purpose-built facility would entail a cost of hundreds of thousands of dollars to the City budget, prompting staff to explore alternatives.

Staff reached out to the multiple Telecommunications Companies and Internet Service Providers that had entered into Master Shared Service Agreements with the City to determine if there would be a less costly option using a public/private collaboration. While multiple options were reviewed, only one appeared to meet all technical and operational, capacity and scalability requirements of the City. That option was potential co-location at the ImOn Communications Network Operations Center located at 332 W. 8th Street.

Information Services Manager Chris Kohlmann, Civil Engineer II Dave Ness and Sustainable Innovation Consultant David Lyons recommend City Council approval of a License Agreement with ImOn Communications to co-locate critical City technology infrastructure at the ImOn Communication Network Operations Center.

ImOn Communications has an existing Master Shared Services Agreement with the City. As part of such Agreements, the City retains the option of offsetting its costs of a sharing arrangement against obligations incurred by Agreement partners. In this case the costs of a five year license to co-locate (at a monthly cost of \$1,300) will be off-set against the existing obligations that ImOn Communications will have to the City for co-location of its equipment at or within City facilities. In addition, the City will avoid the costs of security, power and maintenance it would have for the equipment should it be located at a City owned/managed facility.

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


Michael C. Van Milligen

MCVM:jh

Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodmann, Assistant City Manager
Cori Burbach, Assistant City Manager
Dave Ness, Civil Engineer II
Chris Kohlmann, Information Services Manager
David Lyons, Sustainable Innovation Consultant



TO: Michael C. Van Milligen, City Manager

FROM: Dave Ness, Civil Engineer II
Chris Kohlmann, Information Services Manager
David Lyons, Sustainable Innovation Consultant

SUBJECT: Proposed License Agreement between City of Dubuque and ImOn Communications, LLC

DATE: September 15, 2020

INTRODUCTION

The purpose of this memo is to request approval of a License Agreement with ImOn Communications to co-locate critical City technology infrastructure.

BACKGROUND

The City of Dubuque's technology assets and services have grown significantly, as has the City's reliance on them for day-to-day operations. Presently the majority of those assets are dependent upon hardware located in the basement of the City Hall Annex, a location neither designed for such a task nor adequately resilient for assuring operational capacity and security as the City system continues to grow. In researching options City staff determined that the traditional approach of a purpose-built facility would entail a cost of hundreds of thousands of dollars to the City budget, prompting staff to explore alternatives.

Staff reached out to the multiple Telecommunications Companies and Internet Service Providers that had entered into Master Shared Service Agreements with the City to determine if there would be a less costly option using a public/private collaboration. While multiple options were reviewed, only one appeared to meet all technical and operational, capacity and scalability requirements of the City. That option was potential co-location at the ImOn Communications NOC (Network Operations Center) located at 332 W. 8th Street.

DISCUSSION

City staff reached out to ImOn Communications who was open to the concept of sharing space and acknowledged that they had sufficient capacity to house City equipment as well as grow as needs may dictate.

Additional discussions occurred and a site visit was conducted. The following was the consensus of the City team on co-location at this site:

- It would provide the highest level of resiliency to the City, including equipment that could operate the City's critical layer 2 which is the data link layer. Layer 2 is where data packets are encoded and decoded into actual bits. It is the protocol layer that enables the transfer of data between adjacent network nodes in a network segment, such as a local or wide area network. It would also accommodate layer 3 network platform needs. Layer 3 is responsible for all data packet forwarding between intermediate routers,
- The facility was completely scalable to anticipated future City needs.
- The facility's monitored operations center and physical security and oversight would be superior to any other options identified.

BUDGET IMPACT

ImOn Communications has an existing Master Shared Services Agreement with the City. As part of such Agreements, the City retains the option of offsetting its costs of a sharing arrangement against obligations incurred by Agreement partners. In this case the costs of a five year license to co-locate (at a monthly cost of \$1,300) will be off-set against the existing obligations that ImOn Communications will have to the City for co-location of its equipment at or within City facilities. In addition, the City will avoid the costs of security, power and maintenance it would have for the equipment should it be located at a City owned/managed facility.

RECOMMENDATION AND ACTION REQUESTED

It is the opinion of City staff that the proposed License Agreement to co-locate City technology infrastructure at the ImOn Communication NOC provides the City with the most resilient, scalable, secure and cost-effective option to assure Dubuque's technology assets and services remain available to support day-to-day operations. We would request your review and your recommendation of approval to the Dubuque City Council.

c.c. Crenna Brumwell, City Attorney
Barry Lindahl, Senior Counsel
Steve Brown, Project Engineer

**LICENSE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
IMON COMMUNICATIONS. LLC**

This License Agreement (the "Agreement") dated for reference purposes the ____ day of _____, 20__ by and between the City of Dubuque, Iowa, (the "City") and ImOn Communications, LLC, located at 101 3rd Avenue, SW, Cedar Rapids, Iowa 52404 ("ImOn"). The City and ImOn may be collectively referred to as the "Parties," or individually as a "Party." This Agreement will take effect on the date of the last signature of the Parties.

WHEREAS, ImOn leases space in a building owned by the Dubuque Museum of Art located at 332 W. 8th Street in Dubuque, Iowa, (the "Building") that includes a secured area that houses certain ImOn telecommunications infrastructure assets (the "Facility"); and

WHEREAS, the City desires to use some rack space located within this Facility to reduce its operating costs, thereby providing improved telecommunications services to the citizens of Dubuque, and ImOn agrees to grant to the City a license to access the Facility and use such rack space, according to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein, and other good consideration, the adequacy of which is acknowledged, the Parties agree as follows:

1. SERVICES and ACCESS. During the term and any renewal of this Agreement (defined in Section 5), ImOn shall provide certain Services and access to the ImOn Facility as set forth in Exhibit 1, which is attached to and incorporated by reference into this Agreement.
2. PAYMENT. The City agrees to pay the applicable charges set forth in Exhibit 1. ImOn will send a monthly invoice for all applicable charges and taxes, and the City shall timely pay such invoice in full by the Due Date. If the City fails to timely pay such invoice, ImOn may, in its sole discretion, do one or more of the following: discontinue Services and/or terminate the City's access to the Facility. Any invoice amount that remains unpaid after fifteen (15) days following the payment Due Date shall be subject to a late payment charge equal to the lesser of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, which will accumulate monthly until all amounts are paid in full.
3. EQUIPMENT AND CROSS-CONNECTIONS.
 - a. The City shall have the option of providing its own hardware, software and ancillary equipment necessary to provide its services, including servers, switches, routers, telecommunications and/or other data equipment and cabling (collectively, "City Equipment"), provided that such City Equipment complies with ImOn's policies and practices for installation, weight, power, security and heat requirements. The City shall also provide, upon request,

information regarding its systems, rack/cabinet layout, network equipment, and cross-connection diagrams. The City shall be required to either use ImOn for the installation of the City Equipment or obtain ImOn's prior approval of the City's choice of contractors and/or staff to complete the installation.

It is specifically understood that compliance with hardware warranty and software license requirements are the sole responsibility of the City. It is understood and agreed that the City shall not be entitled to make any construction changes or material alterations to the ImOn Facility, including any cabling or power supplies for the City Equipment, without obtaining ImOn's prior written approval. ImOn reserves the right to perform and manage any construction or material alterations within its Facility ("Co-location Area") at ImOn's customary rates for such Services.

b. Upon obtaining ImOn's prior written approval, the City may cross-connect its equipment within in its cabinets to equipment located in different cabinets so long as these cabinets are owned by the City or provided to the City as agreed to in writing. Failure to obtain ImOn's prior approval of any cross-connection shall constitute a material breach of this Agreement, and ImOn may pursue any legal or equitable remedy available to it, including, without limitation, either the immediate removal of such impermissible cross-connection or the immediate termination or suspension of the rights granted in this Agreement without any liability to ImOn. ImOn shall control and direct any and all installation and other work relating to the establishment of the cross- connections. The City shall compensate ImOn for the cross-connection and interconnection products and services at ImOn's customary rates.

4. CONFIDENTIALITY.

a. Scope: Both Parties acknowledge that in the negotiation and performances of this Agreement and the obligations of the Parties, each may receive Confidential or Proprietary Information of the other. "Confidential or Proprietary Information" is defined as all information, materials, data and documents, in whatever form, relating to either party which is not generally available to the general public which has been made available to the other and specifically marked or verbally identified in the case of verbal information as "confidential" or "proprietary" by either Party. The foregoing obligations shall apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate the confidential nature thereof. Notwithstanding the foregoing, "Confidential or Proprietary Information" does not include any information which:

- i. Was known to the receiving party prior to receipt under this Agreement, as demonstrated by the receiving party's records; or
- ii. Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving party; or

- iii. Has been or is disclosed, without restrictions on disclosure, to the receiving party by a third party having the legal right to disclose the same or to a third party by the disclosing party; or
- iv. Is independently developed by an employee, consultant, or agent of the receiving party without access to the information as received under this Agreement; or
- v. The receiving party is obligated to produce as a result of a court order or other legal process, provided that the disclosing party has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy; or
- vi. Is determined by the City Attorney to be a non-confidential public record under Iowa law.

b. Covenants of Confidentiality and Nondisclosure: Upon written request of a disclosing party, the receiving party shall return all information disclosed in written or tangible form, and the receiving party shall destroy all their copies, excerpts or notes made by it which contain any portions of the information unless otherwise provided for by the Parties. All rights and responsibilities under this Section shall survive termination of this Agreement for a period of two (2) years. The Parties agree to use commercially reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used by the receiving party with its own Confidential or Proprietary Information. Except as required by this Agreement or to perform this Agreement, both Parties will not (i) make any use of such material that is Confidential or Proprietary Information or that could constitute competition with the disclosing party in the State of Iowa, nor (ii) disclose such information to any third party without prior written authorization from the disclosing party. Each party shall (i) limit dissemination of the information received by it to those of its employees, agents and consultants whose duties reasonably justify the need for access to such information and who are subject to obligations of secrecy and limited use commensurate in scope with this Agreement, and (ii) take appropriate measures to assure that its employees, agents and consultants who receive or have access to such information, as contemplated above, observe and comply with all of the terms and provisions of, and each such party's obligations under, this Agreement. No other right or license to use the information is granted under this Agreement.

c. Acknowledgement: The City agrees that ImOn's methodology, service processes, and pricing is the sole and exclusive property of ImOn, and shall treat them as Confidential and Proprietary Information.

d. Notwithstanding the foregoing, the City shall notify ImOn in writing of any public request for disclosure of ImOn's information within five (5) business days after such request and ImO shall have ten (10) business days to take such action as ImOn deems appropriate to prevent such disclosure. In the event ImOn fails to take any such action, the City shall be authorized to disclose the requested information without any liability of any kind to ImOn.

5. TERM and RENEWAL and TERMINATION. This Term and any subsequent renewal(s)

of this Agreement shall be mutually agreed to by the Parties as set forth in Exhibit 1. Either Party may terminate this Agreement upon the material breach by a Party and, upon written notice of such alleged breach, a failure to cure such material defect within 15 days of receipt of such breach notice.

6. DEFAULT; REMEDIES UPON DEFAULT. The following non-exclusive list shall constitute some of the events of default; the City fails to pay amounts owed to ImOn when due, or the City is in material breach of this or any other Agreement with ImOn. In addition to any other rights granted to either Party herein, in the event the City fails to pay amounts owed to ImOn, or otherwise perform its obligations under this Agreement, ImOn shall have the right, in its discretion, to suspend, or terminate, services pursuant to this Agreement and such suspension will not be considered a default. Should the City breach the terms of this Agreement, resulting in termination, the City shall remain obligated to pay ImOn for monthly recurring charges set forth in Exhibit 1 for the remainder of the Term of the Agreement, and the Parties agree that the City's continued obligation to ImOn for the recurring charges constitutes fair and adequate liquidated damages for the City's breach of the Agreement, in addition to any other legal or equitable remedies available to ImOn. Recurring fees described in Exhibit 1 shall continue to accrue and be payable by the City, notwithstanding ImOn's exercise of its right to terminate or suspend Services. In addition to the foregoing, and without limiting any other remedies available to ImOn, in the event of the City's failure to make timely payment for fees and charges pursuant to the terms of this Agreement, ImOn shall be entitled to seek all appropriate legal action(s) to resolve any unpaid amounts owed to ImOn. ImOn may also proceed at law or in equity with any remedy provided by this Agreement or by law for the recovery of charges described in Exhibit 1 or for termination of this Agreement because of the City's default in its performance.

7. EMINENT DOMAIN OR DAMAGE TO THE IMON FACILITY. In the event of a taking of all or any portion of the ImOn Facility by eminent domain, or similar governmental power, so as to prevent ImOn's performance of this Agreement, then this Agreement may be deemed terminated by ImOn in its sole and absolute discretion as of the date of such taking, and the fees and charges paid or to be paid by the City for future services shall be adjusted accordingly. If the building in which the ImOn Facility is located is damaged by fire or other casualty, then ImOn shall give notice to the City of such damage as quickly as practical under the circumstances and if ImOn is unable to provide Services as a result of the damage, which determination shall be made in ImOn's sole and absolute discretion, then this Agreement may be terminated by ImOn as of the date of such determination, and the fees and charges paid or to be paid by the City for future Services shall be adjusted accordingly. Under no circumstances shall ImOn have any obligation to repair or replace equipment provided by the City. If ImOn is unable to complete the repair of its Facility following fire or other damage within a reasonable period of time under the circumstances, the City shall have the option to terminate this Agreement, which option shall be the sole remedy available to the City against ImOn. The City shall have no claim against ImOn for the value of the unexpired term of this Agreement or any

claim or right to any portion of the amount that might be awarded as a result of such condemnation.

8. LIMITED WARRANTIES AND REPRESENTATIONS. ImOn warrants and represents that it will deliver its Services in a professional and reasonable manner, but MAKES NO OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, including any warranties of MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, EFFORT TO ACHIEVE PURPOSE, QUALITY, ACCURACY, NON-INFRINGEMENT, QUIET ENJOYMENT OR TITLE. In no event will ImOn, or its officers, directors, employees or affiliates, or any entity contracting with ImOn for facilities, equipment, or services used by the City under this Agreement, collectively or individually, be liable to the City for special or consequential, or similarly designated damages, or loss of profits in contract, whether or not the possibility of such damages has been disclosed in advance or could have been reasonably foreseen by ImOn or the City,

9. ACCEPTABLE USE. The City is required to review and adhere to any applicable Acceptable Use Policy of ImOn for the applicable Services. ImOn reserves the right to amend the Acceptable Use Policy for operational performance, security, safety, and other applicable requirements.

10. INDEMNIFICATION.

a. The City shall indemnify, defend and hold ImOn and all of its affiliates, agents, consultants, employees, subcontractors, shareholders, directors and officers harmless from and against any and all actions, claims, court costs, damages, demands, expenses, liabilities, losses or penalties, including reasonable attorney fees (collectively "Claims") arising out of, regarding or relating directly or indirectly to, (a) Claims by ImOn's customers or clients resulting from negligence or intentional conduct caused by the City in breach of this Agreement, or (b) Claims for personal injuries or property damage which result from any negligence or intentional conduct of the City.

b. ImOn shall indemnify, defend and hold harmless the City, its officers, and employees from and against any and all claims of any kind arising out of or related to ImOn's negligence in the performance of this Agreement.

11. INSURANCE.

a. During the Term of this Agreement, ImOn shall maintain and provide to City proof of: (i) Comprehensive general liability insurance with a combined single limit per occurrence of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, including death, and property damage liability, including coverage extensions for blanket contractual liability, personal injury liability and products and completed operations liability and (ii) "All risk" property insurance covering all of ImOn's equipment and any other property of ImOn located in

the Facility. ImOn shall look solely to its own insurance in the event of any damage or loss to such equipment or other property. The City and its officers, directors, employees and affiliates shall have no liability for losses to any ImOn Equipment, and ImOn acknowledges the same.

b. Any equipment or other property kept or maintained by the City at ImOn's Facility shall be insured solely by the City for the full replacement value of such equipment or property and shall look solely to its own insurance in the event of any damage or loss to such equipment or other property. ImOn and its officers, directors, employees and affiliates shall have no liability for losses to any City Equipment, and the City acknowledges the same.

c. ImOn acknowledges that the City is a member of the Iowa Communities Assurance Pool. The City shall provide ImOn evidence of its coverages and as long as the City continues such membership, ImOn acknowledges that the coverages provided by such membership satisfy the requirements of this section in all respects.

12. NO REAL PROPERTY INTEREST. The City acknowledges that it has only a license to occupy a portion of the ImOn Facility and that it has not been granted any real property interest in or to such portion or facilities, or the building in which the Facility is located. The City further agrees that neither this Agreement nor any interest or right created herein shall be assigned, mortgaged, subleased, sublicensed, encumbered or otherwise transferred by the City except as expressly permitted herein. The City further agrees that no part of the ImOn Facility may be used or occupied by any entity (including any affiliated entity) other than the City without ImOn's advance written consent. Violations of this Section shall be a material breach of this Agreement.

13. GENERAL PROVISIONS.

a. Force Majeure. ImOn shall not be responsible for failure or delay in delivery of any Service, if caused by an act of God or public enemy, war, terrorism, government acts, regulations or orders, fire, flood, embargo, quarantine, epidemic, labor stoppages or other disruptions, accident, unusually severe weather or other cause similar or dissimilar, beyond the control of the defaulting party.

b. Independent Contractors, Assignment & Delegation. The Parties are independent contractors under this Agreement. Except as expressly set forth herein, neither Party has the authority to, and each Party agrees that it shall not, directly or indirectly contract any obligations of any kind in the name of or chargeable against the other Party without such Party's prior written consent. Neither Party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld, delayed or conditioned. It shall not be unreasonable for either Party to withhold, delay or condition consent to any assignment if (a) either Party is in breach or threatened breach of this Agreement, (b) the proposed assignor will not agree in a separate writing to the terms of this Agreement, or (c) the proposed assignor is not at least as

equally qualified and experienced as either the City or ImOn as the case may be, in the sole opinion of the person from whom consent is required. Nothing in this Agreement is to be construed as an assignment or grant of any right, title or interest in any trademark, service mark, copyright, design or trade dress, trade name, patent right or other intellectual or industrial property right owned by either Party.

c. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered, if delivered personally, three business days after being mailed by registered or certified mail (postage prepaid, return receipt requested) or one business day after being sent by overnight courier (providing proof of delivery), to the Parties at the addresses listed in this Agreement.

d. Entire Agreement, Amendment and Waiver. This Agreement, together with the attached Exhibit(s), contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment by both Parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Headings are for convenience only and are not intended to be substantive provisions of the Agreement.

e. Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Iowa applicable to agreements made and to be performed wholly within such jurisdiction without regard to conflicts of laws principles. Each of the Parties hereby irrevocably and unconditionally consents to submit to the jurisdiction of the courts of the State of Iowa and of the United States of America, in each case located in the State of Iowa, County of Dubuque, for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and further agrees that service of any process, summons, notice or document by U.S. registered mail to its respective address set forth in this Agreement shall be effective service of process for any litigation brought against it in any such court.

f. Attorney's Fees and Costs. In the event any Party to this Agreement takes legal action to enforce the terms of this Agreement, any Party determined to be in violation of this Agreement agrees to pay the reasonable attorney fees and other costs and expenses incurred by the Party not in violation of this Agreement.

g. Dispute Resolution. The Parties will make good-faith efforts to resolve any dispute between the Parties. Upon written notice of such dispute, each Party will appoint a senior level executive to meet and resolve the dispute. If the dispute is not resolved within ten (10) business days after such written notice, or a longer period as agreed to in writing by the Parties, either

Party may pursue further legal action.

Authorized representatives of each Party have executed this Agreement.

City of Dubuque, Iowa	ImOn Communications, LLC
By: _____	By: _____
Name: _____	Name: Patrice Carroll
Title: _____	Title: President and CEO
Date: _____	Date: _____

EXHIBIT 1 – CO-LOCATION TERMS

Co-location Address: 332 West 8th Street, Dubuque, Iowa 52001

Scope of Services provided by ImOn:

- Co-location facilities in an appropriate, secure and environmentally-controlled area
- Provider space for two racks provided by City
- Standard power is AC at 120 volts with 20 amps
- Power is not UPS-protected and includes a generator backup

Additional protected (or non-protected power) is available upon request and will incur additional charges

Will provide System power-down and power-up service at request of the City subject to the applicable labor rate.

Escorted access to City Equipment for service by the City's authorized representatives is subject to the applicable labor rate as follows:

- Non-emergency access upon five (5) business days' notice available during normal business hours
- Emergency access as soon as reasonably possible upon notice and notice may be provided 7 x 24 to ImOn. The City of Dubuque should contact ImOn at 563-239-9150.

Additional technical services provided by ImOn outside the scope of these Services described above are available to the City upon request, and as mutually agreed upon by the Parties to this Agreement.

The City shall be responsible for:

- All City hardware and software
- Installation, maintenance and support of all City hardware and software
- Hardware and software upgrades as needed
- Monitoring and maintenance system resources for adequate operation

Term for Co-Location Site: Five years commencing on October 1, 2020

Renewal Term: Following expiration of the initial Term, this Agreement shall automatically renew for an additional five years, unless either Party provides 180 day written notice prior to the then termination date or terminates this Agreement in accordance with the other terms and conditions set forth herein.

Charges:

- Recurring Charge: \$ _1300__ per month
- Non-recurring Charges: \$ _500__ for applicable initial electrician charges
- Monthly recurring and non-recurring charges include co-location space, facilities, and standard power provided by ImOn as defined and agreed to with the City.
- Cross-connections to third parties permitted only upon written ImOn consent.
- If granted, then the following cross-connection charge applies:
\$ _200__ per month per facility for fiber cross-connects

Labor Rates:

	Hourly Rate
Business Hours Monday-Friday 8 am – 5 pm	\$120.00
Minimum 1 hour	
Holidays and all other non-business hours.	\$180.00
Minimum 2 hours	

Authorized representatives of each Party have executed this **Exhibit 1**.

City of Dubuque, Iowa	ImOn Communications, LLC
By: _____	By: _____
Name: _____	Name: Patrice Carroll
Title: _____	Title: President and CEO
Date: _____	Date: _____

**City of Dubuque
City Council Meeting**

Consent Items # 17.

ITEM TITLE: Proposed Amendments to Master Co-location and Shared Services Agreement Between the City of Dubuque and Unite Private Network

SUMMARY: City Manager recommending approval of four amendments to an existing Master Co-Location and Shared Services Agreement with Unite Private Network.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Approve

ATTACHMENTS:

Description	Type
Unite Private Network Amendments to Master Co-Location and Shared Services Agreement-MVM Memo	City Manager Memo
Proposed Amendments to Master Co-location and Shared Services Agreement Between the City of Dubuque and Unite Private Network Mewmo to the City Manager	Staff Memo
UPN USCC DT Agreement	Supporting Documentation
UPN USCC JFK and South Agreements	Supporting Documentation
UPN USCC West Agreement	Supporting Documentation
UPN Verizon Key West Agreement	Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proposed Amendments to Master Co-Location and Shared Services Agreement Between the City of Dubuque and Unite Private Network

DATE: September 15, 2020

Information Services Manager Chris Kohlmann, Civil Engineer II Dave Ness and Sustainable Innovation Consultant David Lyons recommends approval of four amendments to an existing Master Co-Location and Shared Services Agreement with Unite Private Network. Approving the proposed amendments will reduce City of Dubuque costs for maintaining and expanding its broadband capacity for City and citizen needs by \$384,455.

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


Michael C. Van Milligen

MCVM:jh
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodman, Assistant City Manager
Cori Burbach, Assistant City Manager
Chris Kohlmann, Information Services Manager
Dave Ness, Civil Engineer II
David Lyons, Sustainable Innovation Consultant



TO: Michael C. Van Milligen, City Manager

FROM: Chris Kohlmann, Information Services Manager
Dave Ness, Civil Engineer II
David Lyons, Sustainable Innovation Consultant

SUBJECT: Proposed Amendments to Master Co-location and Shared Services Agreement Between the City of Dubuque and Unite Private Network

DATE: September 15, 2020

INTRODUCTION

The purpose of this memo is to request approval of four amendments to an existing Master Agreement and Project Statement in place between the City of Dubuque and Unite Private Network (UPN.)

BACKGROUND

In 2016 the City of Dubuque undertook its Broadband Acceleration Initiative. The Initiative focuses on public/private collaborations and includes a comprehensive strategy to reduce the cost and time required for broadband expansions in Dubuque. One effort within that strategy is the use of “Master Agreements”, where an overall legal, structural and financial relationship is established between the City and broadband providers and approved by City Council. Project Statements carried out pursuant to that Master Agreement can then be quickly considered and approved.

In 2017 the City of Dubuque and UPN entered into a Master Co-location and Shared Services Agreement to accelerate the deployment of new broadband capacity in Dubuque. The initial Project Statements under that collaboration have gone well and all anticipated value to the City is being received.

DISCUSSION

UPN would like to undertake four additional projects that would provide broadband capacity and support for enhanced telephony services in Dubuque. The project would involve the construction and sharing of certain conduit assets. The market value for these collaborations to both City and UPN would be \$384,455.

BUDGET IMPACT

There is no negative budgetary impact to the approval of the proposed additional projects. Approving these proposed amendments will reduce City costs for maintaining and expanding its broadband capacity for City and citizen needs by \$384,455.

RECOMMENDATION AND ACTION REQUESTED

These amendments to the existing Master Co-location and Shared Services Agreement with Unite Private Network support Dubuque's Broadband Acceleration Initiative and reduce the cost to City of providing a state-of-the-art fiber optic infrastructure. We would respectfully request your approval and recommendation to City Council.

c.c. Crenna Brumwell, City Attorney Barry Lindahl
Senior Counsel Kerry Bradley, Engineering
Steve Brown, Project Engineer

**Amendment to Master Co-location and Shared Services Agreement between
Unite Private Network and City of Dubuque**

Pursuant to the Master Co-locations and Shared Services Agreement between City of Dubuque (City) and Unite Private Network (UPN) effectively dated November 16, 2017 and attached hereto, the Parties hereby agree to the following PROJECT STATEMENT:

Narrative description of co-location and service sharing:

- City will allow UPN access to and use of certain presently unused conduit, further defined in Exhibit A attached hereto, for purposes of providing broadband communication services and support to the community of Dubuque.
- UPN is responsible for obtaining all permits required from Federal, State or Local government including but not limited to Department of Transportation, Corps of Engineers, Dept. of Natural Resources and Railroads, for work on the conduit.
- City shall have the right of prior review and approval of any repairs, restoration, relocations, improvements, enhancements and maintenance of the conduit and fiber contained therein proposed by UPN.
- Any additional conduit and fiber capacity available or added, other than that which is specifically designated for UPN shall be considered City assets and its future use controlled by the City.
- During the term of this Project Statement UPN will have the responsibility to manage and maintain the conduit and fiber therein, including but not limited to the following:
 - ✦ UPN shall provide physical assets and management services to City of Dubuque for its needs as it relates to this conduit and as further defined in Exhibit A attached hereto.
 - ✦ If UPN incurs costs associated with future fiber repairs, fiber restoration or fiber relocation City will reimburse UPN for a percent of such costs on a pro-rata basis based on the proportionate utilization of the conduit by City
 - ✦ Each party will notify the other if it detects any problems that may interrupt service. UPN contact is 866-963-4237. City contact is Dave Ness, City Engineering, dness@cityofdubuque.org (563) 589-1722.

Co-location or service site: The co-location and/or service site for this PROJECT STATEMENT is generally described as below and as further shown in Exhibit 1:

Shared service activity, repair, restoration, relocations, improvements and enhancements of such facilities as follows:

- NE corner of intersection of W 13th Street and Washington Street to SW corner of intersection of W 13th Street and White Street.

- SW corner of intersection of W 13th Street and White Street to SW corner of intersection of White Street and Loras Blvd.
- SW corner of White Street and Loras Blvd to the SW corner of the intersection of Loras Blvd and Alta Vista Street.
- SW corner of the intersection of Loras Blvd and Alta Vista Street to the SW corner of the intersection of Alta Vista Street and University Avenue.
- SW corner of the intersection of Alta Vista Street and University Avenue to SE corner of intersection of University Avenue and Delhi Street.
- SE corner of intersection of University Avenue and Delhi Street to NE corner of the intersection of Delhi Street and W 5th Street.
- NE corner of the intersection of Delhi Street and W 5th Street to NE corner of the intersection of W 5th Street and College Street.
- NW corner of the intersection of W 5th Street and College Street to NE corner of intersection of College Street and W 3rd Street.
- NE corner of intersection of College Street and W 3rd Street to approximately 1525 West 3rd Street.
- SW corner of intersection of University Avenue and Alta Vista Street to SE corner of intersection of University Avenue and Hill Street.
- SE corner of intersection of University Avenue and Hill Street to NE corner of intersection of Bryant Street and Highway 20 Dodge Street.
- NE corner of intersection of Bryant Street and Highway 20 Dodge Street to SE Corner of the intersection of Bluff Street and Jones Street .
- SE Corner of the intersection of Bluff Street and Jones Street to SE corner of the intersection of Jones Street and Locust Street.
- SE corner of the intersection of Jones Street and Locust Street to NW corner of the intersection of Charter Street and Harrison Street.
- NW corner of the intersection of Charter Street and Harrison Street to the SE corner of the intersection of Locust Street and Southern Avenue.
- SE corner of the intersection of Locust Street and Southern Avenue to the SW corner of the intersection of Grandview Avenue and Highway 61/151.

Scope of shared service to be provided by City to UPN:

- Access to and non-exclusive use of approximately 9830 linear feet of lined conduit.
- Access and non-exclusive use of approximately 8565 linear feet of unlined conduit.

Scope of shared service to be provided by UPN to CITY:

- UPN will line 8565 linear ft of City conduit.
- UPN will install approximately 5465 linear feet of 7-way conduit for the City at a cost of \$10 per linear foot or actual costs per linear foot, whichever is less.

Charges and Payment Terms:

As estimated the total costs to City in implementing services to UPN is \$111,635:

- License of lined conduit (9830 lf X \$7 = \$68,810)
- License of unlined conduit (8565 lf X \$5 = \$42,825)

As estimated the total costs to UPN in implementing services to Dubuque and fulfilling its responsibilities under this Project Statement is \$111,635:

- Installation of 7-way for City (5465 lf X \$10 = 54,650. Invoices shall be provided to City prior to payment deduction being made)
- One time license payment of \$56,985.

The market value provided to City of Dubuque by UPN for this Project Statement is \$111,635

The market value provided to UPN by the City of Dubuque for this Project Statement is \$111,635

There are no additional charges or payment terms required for the implementation of this Project Statement.

Term of Project:

Estimated Start Date: September 15, 2020

20 years from the estimated start date with 5 year extensions at the mutual agreement of the parties.

Project Statement accepted:

Dated: _____

Dated: September 9, 2020

CITY OF DUBUQUE, IOWA

Unite Private Networks

By: _____

Charlene A. White

Michael Van Milligen, Dubuque City Manager

*Listed subcontractors must have on file a Certificate of Insurance meeting the City of Dubuque's current insurance requirements. Preconstruction meetings may be required depending upon project scope. Permits will be issued to the contractor for the work in public right of way at the start of any project statement work. As-builts must be supplied to the City in a format acceptable to the City for inclusion in the City's GIS program.

**Amendment to Master Co-location and Shared Services Agreement between
Unite Private Network and City of Dubuque**

Pursuant to the Master Co-locations and Shared Services Agreement between City of Dubuque (City) and Unite Private Network (UPN) effectively dated November 16, 2017 and attached hereto, the Parties hereby agree to the following PROJECT STATEMENT:

Narrative description of co-location and service sharing:

- City will allow UPN access to and use of certain presently unused conduit, further defined in Exhibit A attached hereto, for purposes of providing broadband communication services and support to the community of Dubuque.
- UPN is responsible for obtaining all permits required from Federal, State or Local government including but not limited to Department of Transportation, Corps of Engineers, Dept. of Natural Resources and Railroads, for work on the conduit.
- City shall have the right of prior review and approval of any repairs, restoration, relocations, improvements, enhancements and maintenance of the conduit and fiber contained therein proposed by UPN.
- Any additional conduit and fiber capacity available or added, other than that which is specifically designated for UPN shall be considered City assets and its future use controlled by the City.
- During the term of this Project Statement UPN will have the responsibility to manage and maintain the conduit and fiber therein, including but not limited to the following:
 - ✦ UPN shall provide physical assets and management services to City of Dubuque for its needs as it relates to this conduit and as further defined in Exhibit A attached hereto.
 - ✦ If UPN incurs costs associated with future fiber repairs, fiber restoration or fiber relocation City will reimburse UPN for a percent of such costs on a pro-rata basis based on the proportionate utilization of the conduit by City
 - ✦ Each party will notify the other if it detects any problems that may interrupt service. UPN contact is 866-963-4237. City contact is Dave Ness, City Engineering, dness@cityofdubuque.org (563) 589-1722.

Co-location or service site: The co-location and/or service site for this PROJECT STATEMENT is generally described as follows:

- First shared service activity, repair, restoration, relocations, improvements and enhancements of facilities generally described as follows and noted in Exhibit 1:
 - Starting at approximately 3900 Pennsylvania Avenue and running to the NW Corner of the intersection of Pennsylvania Avenue and John F. Kenney Road.
 - Starting at the NW Corner of the intersection of Pennsylvania Avenue and John F Kennedy Road and running to W. 32nd Street.
 - Starting at the SE corner of the intersection of NW Arterial and John F. Kennedy Road and running to the NW corner of the intersection of NW Arterial and Highway 20.
 - Starting at the SW corner of the intersection of NW Arterial and Chavenelle and running to the SW corner of the intersection of Chavenelle and Radford Road.

- Second shared service activity, repair, restoration, relocations, improvements and enhancements of facilities generally described as follows and noted in Exhibit 2:
 - Starting at the NW corner of the intersection of Highway 20 and Wacker Drive and running to approximately 850 Wacker Drive
 - Starting at the NW corner of the intersection of Cedar Cross Road and Lake Ridge Drive to approximately 950 Cedar Cross Road

Scope of first shared service to be provided by City to UPN:

- Existing lined conduit totaling 12,940 linear feet as follows:
 - 1120 lf Pennsylvania
 - 4680 lf NWA JFK to Plaza Drive
 - 1340 lf NWA Pennsylvania to Chavenelle
 - 660 lf Chavenelle to DMS
 - 940 lf NWA across RR
 - 4200 lf Chavenelle

- Existing conduit to be lined by UPN totally 11,940 linear feet as follows:
 - 2850 lf on JFK
 - 7560 lf NWA between Plaza Drive and Pennsylvania Avenue
 - 675 lf NWA between DMA and the RR
 - 855 lf NWA between RR and Hwy 20

Scope of first shared service to be provided by UPN to City:

- Installation of 10,110 linear feet of new 7-way duct as follows:

- 2750 lf on Pennsylvania Avenue
- 1340 lf on JFK south of Asbury
- 6020 lf on JFK north of Asbury

Scope of second shared service to be provided by City to UPN:

- Approximately 1200 linear feet of unlined duct supplied by the City to UPN, at \$5.00 a lf = \$6,000.

Scope of second shared service to be provided by UPN to City:

- License payment deducting installation of approximately 250 lf of 7-way conduit, estimated at \$6.00 per lf.

Charges and Payment Terms:

As estimated the total costs to City in implementing services to UPN and fulfilling its responsibilities under this Project Statement is \$ 158,030:

- providing 12,940 linear feet of lined duct @ \$7.00 per lf = \$90,580
- providing 13,140 linear feet of unlined conduit @\$5.00 per lf = \$65,700

As estimated the total costs to UPN in implementing services to City and fulfilling its responsibilities under this Project Statement is \$156,280:

- Payment to City of \$156,280 in license costs deducting the actual costs of providing 10,360 linear feet of new 7-way conduit to city. (Present estimates for this work are \$10 per lf and actual invoices will be supplied to City with UPN's payment to document any deduction).

There are no additional charges or payment terms required for the implementation of this Project Statement.

Term of Project:

Estimated Start Date: September 15, 2020

20 years from the estimated start date with 5 year extensions at the mutual agreement of the parties.

Project Statement accepted:

Dated: _____

Dated: September 9, 2020

CITY OF DUBUQUE, IOWA

Unite Private Networks

By: _____

Chadene A. White

Michael Van Milligen, Dubuque City Manager

*Listed subcontractors must have on file a Certificate of Insurance meeting the Insurance Schedule in the **Master Co-location and Shared Services Agreement**. Preconstruction meetings may be required depending upon project scope. Permits will be issued to the contractor for the work in public right of way at the start of any project statement work. As-builts must be supplied to the City in a format acceptable to the City for inclusion in the City's GIS program.

**Amendment to Master Co-location and Shared Services Agreement between
Unite Private Networks and City of Dubuque**

Pursuant to the Master Co-locations and Shared Services Agreement between City of Dubuque (City) and Unite Private Networks (UPN) effectively dated November 16, 2017 and attached hereto, the Parties hereby agree to the following PROJECT STATEMENT:

Narrative description of co-location and service sharing:

- City will allow UPN access to and use of certain presently unused conduit, further defined in Exhibit A attached hereto, for purposes of providing broadband communication services and support to the community of Dubuque.
- UPN is responsible for obtaining all permits required from Federal, State or Local government including but not limited to Department of Transportation, Corps of Engineers, Dept. of Natural Resources and Railroads, for work on the conduit.
- City shall have the right of prior review and approval of any repairs, restoration, relocations, improvements, enhancements and maintenance of the conduit and fiber contained therein proposed by UPN.
- Any additional conduit and fiber capacity available or added, other than that which is specifically designated for UPN shall be considered City assets and its future use controlled by the City.
- During the term of this Project Statement UPN will have the responsibility to manage and maintain the conduit and fiber therein, including but not limited to the following:
 - ✦ UPN shall provide physical assets and management services to City of Dubuque for its needs as it relates to this conduit and as further defined in Exhibit A attached hereto.
 - ✦ If UPN incurs costs associated with future fiber repairs, fiber restoration or fiber relocation City will reimburse UPN for a percent of such costs on a pro-rata basis based on the proportionate utilization of the conduit by City
 - ✦ Each party will notify the other if it detects any problems that may interrupt service. UPN contact is 866-963-4237. City contact is Dave Ness, City Engineering, dness@cityofdubuque.org (563) 589-1722.

Co-location or service site: The co-location and/or service site for this PROJECT STATEMENT is generally described as follows:

- First shared service activity, repair, restoration, relocations, improvements and enhancements of facilities generally described as follows and noted in Exhibit A:
 - SE corner of Chavenelle Drive and Seippel Road to SW corner of Chavenelle Drive and Radford Road.
 - SW corner of the intersection of Seippel Road and Chavenelle Drive to the NW corner of the intersection of Seippel Road and Old Highway Road.
 - NW Corner of the intersection of NW Arterial and Highway 20 to the SE corner of the intersection of Highway 20 and 3500 Westside Drive.

Scope of shared service to be provided by City to UPN:

- Existing lined conduit totaling 4320 linear feet located on Seippel Road, Chavenelle Drive and Hwy 20 valued at \$7.00 per lf.
- Existing unlined conduit totaling 9,260 linear feet located on Seippel Road, Chavenelle Drive and Hwy 20 valued at \$5.00 per lf .

Scope of shared service to be provided by UPN to City:

- Installation of 2,905 linear feet of 7-way conduit located on Old Highway Road intersection, Seippel Road and Hwy 20 frontage road valued at \$10 per lf.
- Installation of 5000 linear feet of 2 inch conduit on Hwy 20 frontage road valued at \$2 per lf per conduit.

Charges and Payment Terms:

As estimated the total costs to City in implementing services to UPN and fulfilling its responsibilities under this Project Statement is \$ 76,540:

- providing 4,320 linear feet of lined duct @ \$7.00 per lf = \$30,240
- providing 9,260 linear feet of unlined conduit @\$5.00 per lf = \$46,300

As estimated the total costs to UPN in implementing services to City and fulfilling its responsibilities under this Project Statement is \$76,540:

- Installation of 5000 linear feet of 2 inch conduit @ 2.00 per lf per conduit = \$10,000.
- Payment to City of \$66,540 in license costs deducting the actual costs of providing 2905 linear feet of 7-way. (Present estimate is \$29,050 and actual invoices will be supplied to City with UPN's payment to document any deduction).

There are no additional charges or payment terms required for the implementation of this Project Statement.

Term of Project:

Estimated Start Date: September 15, 2020

20 years from the estimated start date with 5 year extensions at the mutual agreement of the parties.

Project Statement accepted:

Dated: _____

Dated: September 9, 2020

CITY OF DUBUQUE, IOWA

Unite Private Networks

By: _____

Charlene A. White

Michael Van Milligen, Dubuque City Manager

*Listed subcontractors must have on file a Certificate of Insurance meeting the City of Dubuque's current insurance requirements. Preconstruction meetings may be required depending upon project scope. Permits will be issued to the contractor for the work in public right of way at the start of any project statement work. As-builts must be supplied to the City in a format acceptable to the City for inclusion in the City's GIS program.

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- City shall have the right of prior review and approval of any repairs, restoration, relocations, improvements, enhancements and maintenance of the conduit and fiber contained therein proposed by UPN.
- Any additional conduit and fiber capacity available or added, other than that which is specifically designated for UPN shall be considered City assets and its future use controlled by the City.
- During the term of this Project Statement UPN will have the responsibility to manage and maintain the conduit and fiber therein, including but not limited to the following:
 - ✦ UPN shall provide physical assets and management services to City of Dubuque for its needs as it relates to this conduit and as further defined in Exhibit A attached hereto.
 - ✦ If UPN incurs costs associated with future fiber repairs, fiber restoration or fiber relocation City will reimburse UPN for a percent of such costs on a pro-rata basis based on the proportionate utilization of the conduit by City
 - ✦ Each party will notify the other if it detects any problems that may interrupt service. UPN contact is 866-963-4237. City contact is Dave Ness, City Engineering, dness@cityofdubuque.org (563) 589-1722.

Co-location or service site: The co-location and/or service site for this PROJECT STATEMENT is generally described as below and as further shown in Exhibit 1:

- Shared service activity, repair, restoration, relocations, improvements and enhancements of such facilities starting at the NW corner of the intersection of Highway 151/61 and Maquoketa Drive to the NE corner of the intersection of Highway 151/61 and Old Davenport Road.

- Shared service activity, repair, restoration, relocations, improvements and enhancements of such facilities starting at the NE corner of the intersection of Highway 151/61 and Digital Drive to approximately 3500 Digital Drive.

Scope of shared service to be provided by City to UPN:

- Access to and non-exclusive use of approximately 7650 linear feet of cable, conduit, manholes, handholds, markers, easements and right-of-way starting at the NW corner of the intersection of Highway 151/61 and Maquoketa Drive to the NE corner of the intersection of Highway 151/61 and Old Davenport Road; and from the intersection of Highway 151/61 and Digital Drive and running to approximately 3500 Digital Drive.

Scope of shared service to be provided by UPN to CITY:

- UPN will line 7050 linear ft of conduit from the NW corner of the intersection of Highway 151/61 and Maquoketa Drive to the NE corner of the intersection of Highway 151/61 and Old Davenport Road.
- UPN will provide the City with approximately 600 linear feet of 7-way conduit starting at the NE corner of the intersection of Highway 151/61 and Digital Drive and running to approximately 3500 Digital Drive.

Charges and Payment Terms:

As estimated the total costs to City in implementing services to UPN is \$38,250:

- Duct license: the NW corner of the intersection of Highway 151/61 and Maquoketa Drive to the NE corner of the intersection of Highway 151/61 and Old Davenport Road ; and the NE corner of the intersection of Highway 151/61 and Digital Drive and running to approximately 3500 Digital Drive.
(7650 lf X \$5 = \$38,250)

As estimated the total costs to UPN in implementing services to Dubuque and fulfilling its responsibilities under this Project Statement is \$38,250:

- Payment of license cost of \$38,250 minus actual constructions costs for installation of City 7-way fiber duct from the NE corner of the intersection of Highway 151/61 and Digital Drive and running to approximately 3500 Digital Drive (estimated at \$6,000 and invoices shall be provided to City prior to payment deduction being made)

The market value provided to City of Dubuque by UPN for this Project Statement is \$ 38,250

The market value provided to UPN by the City of Dubuque for this Project Statement is \$38,250

There are no additional charges or payment terms required for the implementation of this Project Statement.

Term of Project:

Estimated Start Date: September 15, 2020.

20 years from the estimated start date with 5 year extensions at the mutual agreement of the parties.

Project Statement accepted:

Dated: _____

Dated: September 9, 2020

CITY OF DUBUQUE, IOWA

Unite Private Network³

By: _____

Charlene G. White

Michael Van Milligen, Dubuque City Manager

*Listed subcontractors must have on file a Certificate of Insurance meeting the City of Dubuque's current insurance requirements. Preconstruction meetings may be required depending upon project scope. Permits will be issued to the contractor for the work in public right of way at the start of any project statement work. As-builts must be supplied to the City in a format acceptable to the City for inclusion in the City's GIS program.

**City of Dubuque
City Council Meeting**

Consent Items # 18.

ITEM TITLE: GARE Innovation and Implementation Fund Arts and Culture Grant Application

SUMMARY: City Manager recommending acceptance of a grant application submitted on July 19, 2020, to the Government Alliance on Race & Equity (GARE) Innovation and Implementation Fund Arts and Culture Grant program to support planning and outreach related to the Dubuque Renaissance Project.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Approve

ATTACHMENTS:

Description

Type

GARE Innovation and Implementation Fund Arts and Culture Application-MVM Memo

City Manager Memo

Staff Memo

Staff Memo

GARE Innovation and Implementation Arts and Culture_Application

Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: GARE Innovation and Implementation Fund Arts and Culture Application

DATE: September 16, 2020

Arts & Cultural Affairs Coordinator Jenni-Petersen-Brant is requesting City Council acceptance of a grant application submitted on July 19, 2020, to the Government Alliance on Race & Equity (GARE) Innovation and Implementation Fund Arts and Culture Grant program to support planning and outreach related to the Dubuque Renaissance Project.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodmann, Assistant City Manager
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Jenni-Petersen-Brant, Arts & Cultural Affairs Coordinator

TO: Michael C. Van Milligen, City Manager

FROM: Jenni Petersen-Brant, Arts & Cultural Affairs Coordinator

SUBJECT: GARE Innovation and Implementation Fund Arts and Culture Application

DATE: September 16, 2020

INTRODUCTION

The purpose of this memorandum is to seek acceptance of a grant application submitted on 7/19/2020 to the Government Alliance on Race & Equity (GARE) Innovation and Implementation Fund Arts and Culture Grant program to support planning and outreach related to the Dubuque Renaissance Project (the Project).

BACKGROUND

The GARE Innovation and Implementation Fund Arts and Culture Grant program provides flexible resources of up to \$20,000 for local governments to seed projects that are focused on eliminating structural racism. Staff identified this grant program as a potential funding source to support planning and outreach for the Project, being spearheaded by the Accessibility, Engagement, and Inclusion Working Group (Working Group) of the City's Arts & Culture Master Plan.

DISCUSSION

The Project seeks to inspire and connect local arts and culture institutions, venues, and independent artists throughout the community in collaborating to present a series of programs throughout the 2021-22 academic year aimed at empowering and elevating the voices of Artists of Color in our community. The Working Group, the Office of Arts & Cultural Affairs, and Travel Dubuque are partnering to serve as a hub of coordination, promotion, and funding procurement with a sub-committee of the Working Group, including Alanda Gregory, Claudette Carter-Thomas, Jason Neises, John Stewart, and myself, guiding the overall project. The steering committee intends that the Project is adopted as a multidisciplinary, community-wide, race conscious recurring initiative aligning with racial equity goals of the City Council and DEI-related strategies of the City's Arts & Culture Master Plan.

To meet project objectives, the steering committee has prioritized broad community outreach and new audience engagement through direct funding to presenters to support

new and diverse offerings alongside a centralized umbrella marketing campaign in partnership with Travel Dubuque. The steering committee has also identified contracting with an Artist of Color, experienced in social engagement in their artistic practice to serve as a community-based artist-in-residence, as a strategy to achieving desired outcomes.

The GARE Innovation and Implementation Fund Arts and Culture Grant application requests \$18,500 in grant funding with funds to be received and managed by the City's Office of Arts & Culture Affairs. \$12,000 will be regranted through a competitive application process in Spring 2021 to local 501c3 organizations to support activities aligned with Project objectives; \$6,500 will support outreach to engage residents and potential visitors in Project opportunities. GARE funds would also serve as matching funds to leverage in forthcoming funding opportunities towards the estimated \$73,500 budget for the 2021-22 implementation.

BUDGET IMPACT

There is no FY21 budget impact at this time as the City is not required to match the grant award.

Additional private and grant investment is being sought by the steering committee to fully realize the Project's intended scope. The Office of Arts & Cultural Affairs welcomes drafting an FY22 Improvement Package for long-term project support. In addition, the Arts & Cultural Affairs Advisory Commission is considering aligning FY22 Special Projects applications with this initiative.

RECOMMENDATION/ACTION STEP

I respectfully request approval of the GARE Innovation and Implementation Fund Arts and Culture Grant application.

Cc: Jill Connors, Economic Development Director
Kelly Larson, Human Rights Director

Title	0011	07/20/2020
	by Jenni Petersen-Brant in GARE Innovation and Implementation Fund Call for Arts and Culture Proposals	id. 16974552
	jbrant@cityofdubuque.org	

Original submission	07/20/2020
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What is the membership type of the primary applicant?	GARE Associate Member
Name of Jurisdiction	City of Dubuque, Office of Arts & Cultural Affairs
Level of Government	Department/Office
Number of Employees	Up to 500
In your opinion, what are the biggest challenges or most significant tensions around racial inequity in the jurisdiction? Please be as courageously honest as possible in answering this question.	In the early 1990's, Dubuque experienced racial strife that attracted national attention beginning with a cross being burnt next to the garage of an African-American family which caught fire. In the ruins, parts of the cross were found, with the inscription "KKK Lives." Another cross was burned a few weeks later. This was found to be the work of a group of young men who were well known racists - several members already had criminal records. At about the same time, the city embarked on a plan to encourage more minorities to move to the area. Some of the critics tried to stir up fear by telling people that the city was planning on taking a bus to a large city and grab the first 100 African-Americans that they found. In reality, the city was planning on making a recruiting drive to bring African-American professionals to the city. The city's program, and the cross burning polarized the community and had the effect of bringing negative media attention to the city. The problems also attracted the unwelcome attention of hate groups including the Ku Klux Klan which held a rally in downtown Dubuque. Although, we do not experience cross burnings or see hate groups speaking out in the public realm, our African American community is unemployed at a rate 5 times that of our White residents, see a median income that is 1/3 of our White residents, with White residents owning homes at 8 times the rate of African Americans.

Which past efforts or initiatives to address racial inequity have worked or had some success in your jurisdiction?	When it comes to arts and culture, and the work of the City’s Office of Arts and Cultural Affairs, efforts to address racial inequity center on the incorporation of diversity, equity, and inclusion through aspects of the City’s 2016 Arts and Culture Master Plan. Goals and priorities of this plan have created an explicit focus through DEI trainings and reporting required of arts and culture grant recipients, shifting of the rubric of our Special Projects grants to prioritize DEI activities, and the creation of a Master Plan working group dedicated to DEI efforts. Throughout the City, additional successes can be found through the development and funding of Inclusive Dubuque with the Greater Dubuque Community Foundation, funding and partnership with the Dream Center and the Fountain of Youth, the establishment of the Multicultural Family Center through the City’s Leisure Services Department, and countless other programs and initiatives. In recent weeks, Dubuque also experienced the creation of Solidarity, a 105’ by 28’ mural depicted a row of raised clenched fists in varying skin tones featuring letters and symbols spelling out ‘solidarity’. This mural is the first to be painted on a public building and was realized through a collaboration with a local artist, a local non-profit, the City of Dubuque, and 75+ community members who volunteered to paint.
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Based on your own best understanding, please rate the jurisdiction's readiness to take on race-explicit strategies for equity in the arts.	Somewhat ready staff and leadership
--	--

Primary Applicant Website Link	www.cityofdubuque.org/artsandculture
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All Applicants are required to commit AT LEAST ONE team member with some positional power and organizational authority to execute all project components.	Below, please list at least one representative from your team and an alternate in case someone becomes unavailable.
---	--

Team Member Lead: Name	Jenni Petersen-Brant
------------------------	-----------------------------

Team Member Lead: Title	Arts & Cultural Affairs Coordinator
-------------------------	--

Team Member Lead: Racial Identity	Caucasian
-----------------------------------	------------------

Team Member Lead: **jbrant@cityofdubuque.org**
Email

Team Member Lead: **563-690-6059**
Phone Number

Alternate Team
Member: Name **Alanda Gregory**

Alternate Team
Member: Title **DRP Steering Committee Co-Chair**

Alternate Team
Member: Racial
Identity **Black**

Alternate Team
Member: Email **alandagregory11@gmail.com**

Alternate Team
Member: Phone
Number **563-663-3342**

Is there a co-
applicant? **No**

Which of the
following options best
describes the co-
applicant? **n/a**

Please provide the
following information
if the co-applicant is
a government
jurisdiction. **n/a**

Name of Co-
applicant Jurisdiction **n/a**

Co-Applicant Level of
Government **n/a**

Co-Applicant Number
of Employees **n/a**

In your opinion, what are the biggest challenges or most significant tensions around racial inequity in the jurisdiction? Please be as courageously honest as possible in answering this question.

Which past efforts or initiatives to address racial inequity have worked or had some success in your jurisdiction?

Based on your own best understanding, please rate the jurisdiction's readiness to take on race-explicit strategies for equity in the arts.

Somewhat ready staff and leadership

Co-Applicant Website Link

All Applicants are required to commit AT LEAST ONE team member with some positional power and organizational authority to execute all project components.

Below, please list at least one representative from the co-applicant's team and an alternate in case someone becomes unavailable.

Co-Applicant Team Lead: Name

Co-Applicant Team Lead: Title

Co-Applicant Team Lead: Email

Co-Applicant Team Lead: Racial Identity

Co-Applicant Team n/a
Lead: Phone Number

Co-Applicant Team n/a
Alternate: Name

Co-Applicant Team n/a
Alternate: Title

Co-Applicant Team n/a
Alternate: Racial
Identity

Co-Applicant Team n/a
Alternate: Email

Co-Applicant Team n/a
Alternate: Phone
Number

Please provide the n/a
following information
if the co-applicant is
an arts and culture
organization.

Name of Co- n/a
Applicant
Organization

What is the n/a
organization's
mission and 2-3
programmatic
priorities?

Briefly, how does n/a
racial justice relate to
the organization's
mission and
operations?

What disciplines, n/a
genres or areas
does the organization
work in? Select all
that apply.

Which of the n/a
following categories
best describes the
organization's work?
Select all that apply.

How long has the organization been established for?

n/a

What are the the racial demographics of the organization's staff and board?

n/a

What are the gender demographics of the organization's staff and board?

n/a

How many total staff members does the organization have?

n/a

Please select the organization's annual budget.

n/a

Please provide up to two examples of what the organization is currently doing to advance racial equity in its programs or services.

n/a

What is the organization's understanding of cultural equity?

n/a

In your opinion, what are the biggest challenges or most significant tensions around racial inequity in the organization? Please be as courageously honest as possible in answering this question.

n/a

Which past efforts or initiatives to address racial inequity have worked or had some success in your organization?

n/a

Based on your own best understanding, please rate the organization's readiness to take on race-explicit strategies for equity in the arts.

n/a

Co-Applicant Website Link

n/a

All Applicants are required to commit AT LEAST ONE team member with some positional power and organizational authority to execute all project components.

Below, please list at least one representative from the co-applicant's team and an alternate in case someone becomes unavailable.

Co-Applicant Team Lead: Name

n/a

Co-Applicant Team Lead: Organizational Title

n/a

Co-Applicant Team Lead: Racial Identity

n/a

Co-Applicant Team Lead: Contact Email

n/a

Co-Applicant Team Lead: Phone Number

n/a

Co-Applicant Team Alternate: Name

n/a

Co-Applicant Team Alternate: Organizational Title

n/a

Co-Applicant Team Alternate: Racial Identity

n/a

Co-Applicant Team Alternate: Contact Email

n/a

Co-Applicant Team
Alternate: Phone
Number

n/a

Project Proposals **Multi-jurisdictional and/or multi-agency co-applicants should submit answers to the following questions together.**

Provide a description of the project that details a prominent and explicit focus on cultural equity and justice, including the anticipated outcomes, results, and an explanation of which priorities the project meets.

The purpose of the Dubuque Renaissance Project (DRP) is to empower and elevate the voices of Dubuque's African American artists and culture makers by facilitating the development of collaborations and programs among arts organizations, educational institutions, and nonprofits for inclusion in their 2021-22 academic year offerings. DRP will do this by serving as an umbrella project name, with central outreach, marketing, and logistical support coming from the City of Dubuque, Travel Dubuque, the Community Foundation of Greater Dubuque, and a volunteer steering committee; individual organizations and venues throughout the community will plan and host individual programs that highlight Black artists and their stories under the collective Dubuque Renaissance Project. Our goal is to collaborate efforts throughout our community to best 1) increase representation of and build stronger relationships with our artists of color, 2) offer greater opportunities for our communities of color to see themselves on the walls and on the stage of our established cultural institutions to foster deeper and ongoing involvement, 3) inspire new organizations and venues with a mission to provide ongoing representation of artists of color and under served artists to grow, and 4) cultivate an environment and brand that establishes Dubuque as a community welcoming to artists of color. Through a comprehensive, singular marketing effort in collaboration with Travel Dubuque, we also intend to continuing aid in changing Dubuque's narrative. We seek to employ an artist of color (TBD) to serve as a project coordinator as an artist-in-residence who will live and work in our community for 8-12 months in lead up to the launch and initial implementation of DRP programs in August 2021.

A description of how the project is anticipated to use cultural and narrative strategies to advance racial equity.

DRP intends to mirror the historical Harlem Renaissance, a blossoming (c. 1918–37) of African American culture in the United States, particularly in the creative arts, and the most influential movement in African American literary history. DRP is intentionally race-conscious, and focuses on intentional networking among leaders of Dubuque’s arts and cultural organizations, majority of whom are White, with leaders in Dubuque’s Black community. Networking efforts will be initially facilitated by a steering committee made up primarily of Black community members. Dubuque has developed a culture of innovative collaboration in the arts rooted in equity, but we struggle to find leaders and artists of color who trust the process enough to contribute their talents. Dubuque’s small but growing minority population is often overlooked. We will embed an artist-in-residence within under-served neighborhoods to build community development skills and inspire artists to take leadership roles in the existing creative infrastructure. The artist will also connect with city initiatives around housing, self-sufficiency, and public health to demonstrate the potential of creative place making practices in small cities, like ours, and to make those efforts more culturally relevant and engaging for residents of color. The artist-in-residence will work with presenting organizations and venues to provide ongoing perspective from an artist of color regarding outreach and program planning while helping those organizations connect with local artists of color.

Provide a description of how the project resources and centers the needs of communities of color, artists of color and organizations led by and serving people of color.

The leadership team is a majority people of color and explicitly race-conscious. The team is aligned with the City of Dubuque and Inclusive Dubuque’s Inclusion in the Arts working group. Over the next 2 years, we will establish an annual multicultural celebration to inspire arts institutions and local artists to produce programs that connect with the theme; establish an artist-in-residence program to enhance cross-sector initiatives; and train artists and residents of color to do place making work in that connects their work to broader social change. Our community of majority white residents and patrons of arts organizations will experience unexpected programs and find common ground with people of color, contributing to social cohesion. We see this project as an opportunity to partner our white-lead arts and culture organizations with Black-lead social service organizations in deep in meaningful ways. We hope that DRP will serve as an opportunity for trust-building and relationship-development that will eventually provide new opportunities for our communities of color to serve on boards, volunteer, and seek employment with our arts and culture institutions.

Defining characteristics of DRP are:
Interdisciplinary quality - we intend to include programming from all the arts.
It focuses on African American artists, African American involvement, and African American lives. Dubuque unquestionably needs more gender, class, age, sexuality, ability, and racial diversity, and we believe that focusing on Black/White elements of racial diversity will improve our chances of actually moving the needle. Its efforts to keep working to reconceptualize White stereotypes that continue to influence Black people’s relationships to their heritage, each other, and White neighbors.
Openness to multiple interpretations of what constitutes African American artistic expressions of all levels.
Inter-generational efforts.

File Upload	n/a
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A total budget for the project, including identification of items to be funded by the Implementation and Innovation resource.

[GARE_Budget_-_City_of_Dubuque.pdf](#)

Please provide information for all contracted artists, as well as any additional team members who will contribute to this project and their roles.

No contracted artists identified at this time.

DRP Steering Committee

Community Foundation of Greater Dubuque - Jason Neises (White)

Independent Artist - Peggy Jackson (Black), Co-chair

iPhoenix Marketing – Alanda Gregory (Black), Co-chair

Dubuque Community School District - Claudette Carter-Thomas (Black)

Retired, Arts Master Plan Volunteer – Geri Shafer (White)

Travel Dubuque – Taylor Cummings (White)

City of Dubuque - Jenni Petersen-Brant (White)

Retired, University of Dubuque - John Stewart (White)

Anticipated Presenting Organizations to Date

Dubuque County Fine Arts Society

Fly-by-Night Productions, Inc.

Dubuque Chorale

Dubuque Arts Council

Rising Star Theatre Company

Dubuque Main Street

Julien Dubuque International Film Festival

Dubuque Arboretum

Northeast Iowa School of Music

Bell Tower Productions

Dubuque Museum of Art

The Grand Opera House

Dubuque Symphony Orchestra

Dubuque County Historical Society/National Mississippi River Museum and Aquarium

Colts Youth Organization

File Upload

n/a

If there is background information you would like reviewers to have access to, please use the upload feature of the Submittable form. Reviewers will read this additional background information as time allows, so make sure all critical information in.

[**Solidarity_Summer_Sunset_FIINISHED--2.jpg**](#)

GARE Innovation and Implementation Fund Activities and Commitments:

Selected projects will participate in a community of practitioners committed to racially and culturally-equitable and anti-oppressive practices within the group and in government work; these include practices that foster belonging, accountability, awareness of power, transparency and resilient relationships. To this end, we require all key representatives from the projects to:

- participate in a convening, anticipated to be in early 2021**
- Share their projects via blogs and an issue paper**

Our Application Team:

Understands these requirements for Fund participation, and can commit our time to this work.

Is there anything
you'd like to share
with us in terms of
the commitments to
the fund
requirements?

n/a

Do you have any
questions or
concerns about the
GARE Innovation
and Implementation
Fund, Summer 2020
Arts and Culture
Cycle?

n/a

	PROJECTED EXPENSES/FUNDING SOURCES	DESCRIPTION OF EXPENSES AND FUNDING SOURCES
Resident Artist Stipends	\$30,000	8-12 month independent contractor, no benefits
Lodging / Transportation	\$6,000	Living/transportation stipend
Materials (Resident Artist)	\$5,000	Materials for AIR to use in their own personal work
Materials (Community Partners)	\$4,000	Dedicated to purchasing the supplies/materials for community programs
Program Fees (Grants to Community Orgs)	\$12,000	Available to be granted to organizations for new programs that want to work with/engage the resident artist
Program Fees (Community Engagement Trainings)	\$10,000	Available for other consultants/teachers to lead creative placemaking and community engagement training for broader community
Marketing (Resident Artist Program)	\$2,500	To be used to market the residence program and/or events that highlight the personal practice of the resident artist
Marketing (Community Engagement Events)	\$4,000	For comprehensive marketing of participating organizations programs or training sessions
TOTAL ANTICIPATED YEAR #1 PROGRAM COSTS	\$73,500	
TOTAL GARE REQUEST	\$18,500	Covering items highlighted in yellow

**City of Dubuque
City Council Meeting**

Consent Items # 19.

ITEM TITLE:	Four Mounds letter of recommendation-2020 Coronavirus Relief Fund Future Ready Iowa Employer Innovation Fund Grant	
SUMMARY:	City Manager submitting a Letter of Recommendation in support of Four Mounds as a potential recipient of the 2020 Coronavirus Relief Fund Future Ready Iowa Employer Innovation Fund Grant.	
SUGGESTED DISPOSITION:	Suggested Disposition: Receive and File; Approve	
<u>ATTACHMENTS:</u>		
Description	Type	
Letter of Recommendation	Supporting Documentation	

September 15, 2020

Dear Grant Review Committee Members,

I write today in support of Four Mounds as a potential recipient of the 2020 Coronavirus Relief Fund Future Ready Iowa Employer Innovation Fund Grant. My support of Four Mounds is ongoing as they play an essential role in our community through their HEART Build Dubuque Program.

For over 17 years, the HEART (Housing, Education, and Rehabilitation Training) Youth program has worked with students at risk of dropping out of high school in partnership with the city. They rehabilitate distressed properties from the inside out into single family homes that are sold to first-time homebuyers. Students not only learn valuable, marketable skills associated with carpentry, but essential soft skills. HEART students have rehabilitated 37 homes in Dubuque's disconnected neighborhoods and completed more than 50 community service projects—many for City parks or community nonprofits. HEART has invested more than \$2 million into Dubuque's urban core.

HEART's successful youth model serves as the foundation for adult programming through Four Mounds and advances key City Goals and Priorities. Additionally, Four Mounds is a high priority on the Policy Agenda, as their work aligns with Dubuque's goals in the following ways:

Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity

HEART Build Dubuque is building workforce development and economic vibrancy through restoration projects that revitalize and invest in our urban core. The program is positively impacting downtown economic prosperity through holistic education and hands-on training in historic restoration trades and more. It is creating jobs and opportunities for adults who are unemployed, underemployed, and who have been incarcerated.

Vibrant Community: Healthy & Safe

Four Mounds HEART Build Dubuque contributes to a vibrant community. Their team holistically and individually addresses participants' needs from food and transportation, to brain health and life skills mentoring. Projects completed in Dubuque's downtown invest in dilapidated buildings and neglected neighborhoods. These projects build neighborhood and community pride, which translates into further investment and safe neighborhoods.

Livable Neighborhoods & Housing: Great Place to Live

HEART Build Dubuque is transforming distressed properties and buildings into homes typically sold to first-time homebuyers. Because of the addition of their adult program, their teams are working on the fourth home in partnership the City, and soon will begin their fifth project in one year.

Sustainable Environment: Preserving and Enhancing Natural Resources

As the last remaining intact gentleman's farm in Iowa, and with 100 acres of rare natural resources, Four Mounds has always been dedicated to preserving and enhancing the natural resources at the site. In the past year, they hosted a summit with Native American/Indigenous People to ensure the protection of prehistoric burial mounds. Additionally, their HEART Build Dubuque transitional pathway program provides education for participants at the site in ecological restoration, work on the gardens and trails, and more.

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

By working to recruit and attract community members who are frequently underserved, the HEART Build Dubuque program is a critical partner in building equity in Dubuque. They continue to strive in partnering to serve more people and enhance their program.

IMAGINE DUBUQUE

As a partner in enacting the Imagine Dubuque Comprehensive Plan, HEART Build Dubuque Program Director Becky Bodish will serve as a Coordinator for the plan under the Social + Cultural Vibrancy category with a focus on expanding programming to train additional local workers in preservation-related building trades under Green Buildings and Historic Preservation.

Four Mounds provides an essential service for not only building the workforce in Dubuque, but for restoring people and neighborhoods in the process. As the representative for the City of Dubuque, I highly recommend them as an award recipient. I look forward to a continued partnership with Four Mounds as their work continues to transform lives.

Please feel free to contact me with questions.

Sincerely,



Michael C. Van Milligen

City Manager

**City of Dubuque
City Council Meeting**

Consent Items # 20.

ITEM TITLE: Citizen Petition from UnmaskDBQ
SUMMARY: Citizen Petition from UnmaskDBQ requesting immediate termination of the mask mandate [Face Covering Ordinance].
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File

ATTACHMENTS:

Description

UnmaskDBQ Citizen Petition

Type

Supporting Documentation



UNMASK DBQ

UNMASK AMERICA

For Dubuque City Council Sept 21, 2020 meeting

UnMask DBQ hereby presents 560 Citizens and Merchants

Requiring the immediate termination of the unlawful mask mandate
by the Council.

Received this 9/16/20 day of Sept. 2020 by the Dubuque City Clerk

City Clerk's Office
Dubuque, IA

20 SEP 16 AM 9:45

RECEIVED

The residents of the City of Dubuque Iowa hereby resolve that the Mayor and City Council have overstepped their authority have broken their oath to stand by the constitution, have failed to protect our Liberty, and abused their power by their institution of the unlawful mask mandate. We hereby require the immediate TERMINATION of the current mask mandate by the Council.

The residents of the City of Dubuque Iowa hereby resolve that the Mayor and City Council have overstepped their authority..... have broken their oath to stand by the Constitution, have failed to protect our Liberty, and abused their power by their institution of the unlawful mask mandate. We hereby require the immediate TERMINATION of the current mask mandate by the Council.

NAME	ADDRESS	DATE
Brittini Danner	Brittini Danner 26384 320 th St, Bellevue, IA 52031	9/14/20
Derryck Kingery	Bardsley Street monroeville, IA	9/14/20
Jaden Thole	24191 274 th St LaMotte, IA	9/14/20
Phil Bull	12522 W. 85 th Ln. Peoria, AZ	9-14-20
Kacy P. Wote	24191 274 th St. LaMotte, IA 52054	9/14/2020
Sally A. Lapke	32877 258 th Ave LaMotte, IA	9-14-2020
Mya Dinn	26384 320 th St Bellevue, IA	9-14-20
Thomas E. Eke	32877 258 th Ave LaMotte, IA	9-15-20
Danell Clasen	413 Union St LaMotte, IA	9-15-20
Mich Clasen	25219 200 th St Bellevue, IA	9-15-20
Wendy Berg	26861 320 th St Bellevue, IA	9-15-20
Christopher Rock	10850 Key West Dr Dubuque, IA	9/15/20
Trenda Cruse	24947 215 th Ave Bernad, IA	9-15-2020
Phil Bull	23427 Bellevue Creek Rd LaMotte, IA	9/15/2020
Dan F. Kula	40805 150 th St Bellevue, IA	9-15-2020
Kurt O. Kula	15629 407 th Ave Bellevue, IA	9-15-2020
St. K	14795 407 th Ave Bellevue, IA	9-15-2020
Mark Till	7707 Hwy 62 Maquoketa, IA	9-15-2020
Wade Schwager	26917 216 th St Bellevue, IA	9-15-2020
Phil Bull	25544 216 th Ave LaMotte, IA	9-15-2020
Phil Bull	415 Pine St LaMotte, IA	9-15-2020
Wendy Berg	100 So. 1 st Main LaMotte, IA	9-15-2020
Austin Horne	320 th N 14 th St Bellevue, IA	9-15-2020
Steve Cooper	37444 230 th Ave LaMotte, IA	9-15-2020
Kurt O. Kula	23031 384 th Street LaMotte, IA	9-15-2020
Wendy Berg	12679 East Rd Zwingie, IA	9-15-2020
Rich G. Cruse	24947 215 th Ave Bernad, IA	9-15-2020

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NAME	ADDRESS	DATE
Bob Schnee	4392 Peru Rd.	9-11-2020
LuAnn Keller	18543 Emburywood L [#] 4	9/11/20
LISA Kelly	484 EDITH	9/11/20
Jeff Keller	480 W32 nd	9/11/20
Don Gabriel	2100 Jackson	9/11/20
Bryan Stelken	2935 Timberline	9-11-20
Kenneth Schmidt	2601 Windsor Ave	9-11-20
Brian	3740 Bullock	9-11-20
Donna Bink	2330 CRISBY	9-11-20
Tommy	2518 Washington	9-11-20
Marty Loo	2265 CHANEY #5	9-11-20
Tom Hall	855 Kaufmann	9-11-20
By Laflay	46 Niagara	9-11-20
MARK Kohn	10696 MIDDLE Rd	9-11-20
Jessica Hennings	11696 Middle Rd	9-11-20
Brian Simon	1825 Garfield Ave	9-11-20
Jennifer Simon	1825 Garfield Ave	9-11-20
Reta McCarty	855 Kaufmann	9-11-20
Scot Binkel	19033 Rainbow Ct.	9-11-2020
Greg Link	3720 Pennsylvania Ave APT 669	9-11-20

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NAME	ADDRESS	DATE
Dan J. Zepinski	3050 POWERS CT	9/11/20
Gen Wolff	2020 Rockdale Rd	9/11/20
Doug Wolff	2020 Rockdale Rd	9/11/20
Ryan V. H.	2215 Carter Rd.	9/11/20
Greg Mohr	1397 O'HAGER	9/11/20
Tim K. Hammer	35793 Oakliffe	9-11-20
Ryan K. Krieger	2518 Windan	9/11/20
Neil B.	2256 Julian Dr.	9-11-20
Steve Trapp	1695 Kathy Drive	9-11-2020
Jim Henneman	1329 1st Street SW	9-11-20
Garbus	886 Harker Pub In	9-11-20
ED Blm (Dylan Blanchard)	1844 HANSEL DR	9-11-20
or Hls	10429 Key West Dr	9-11-2020
Ross Mayne	1704 GARFIELD	9-11-20
Jeff Allen	781 Cleveland Ave	9-11-20
Joe Durgonek	731 BASTEN RD ED, IL	9-11-20
Jeff Fox	1911 GARFIELD AVE DAD	9-11-20
Alex H.	1210 Savanna Drive	9-11-20
Sammy Blendsey	1911 Garfield	9-11-20
Rob	5420 Sherrill Rd	9/1/20

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NAME	ADDRESS	DATE
Mike Zahr	2640 Rosewood Dr	9-11-2020
Al Weidenbacher	3257 Sheridan	9-11-20
Amy Weidenbacher	3257 Sheridan Rd 52001	9-11-20
Casey Kohl	418 Valeria St.	9-11-20
CHRIS KOHN	1535 MT. PLEASANT	9-11-20
Daryl Packard	251 RT 35N E Dubuque	9-11-20
Bob Schmidt	16817 RT 52N	9-11-20
Donna Schmidt	16817 RT 52N	9-11-20
Steve Moore	21495 Hartelmann Rd Sherrill	9/11/20
Nellie Moore	21495 Hartelmann Sherrill	9/11/20
John Nunn	17104 NORTHERN HILLS	DUB, IA 9/11/20
Rick Kray	2215 Rhomburg	9-11-20
Matt Hennings	1907 Windsor	9-11-20
Bob Balk	3413 Waller	9-11-20
Gregg Ward	11599 Amy Dr.	9/11/20
Jeremy Schmitt	14183 Sherrill Rd.	9-11-20
Angie Schmitt	14183 Sherrill	9-11-20
Jim	2160 Clarke Dr.	9-11-20
Robert Farnam	2859 Meadow Wood Dr	9-11-20
Tamara Hausman	8 Truman Dr East Dubuque	9-11-20

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NAME	ADDRESS	DATE
Kevin McGrath	925 Kane	9-11-20
Guw McGrath	925 Kane	9-11-20
Nick Sweeney	8 Truman Dr	9-11-20
Michael J. J. J.	8784 Military Rd	9-11-20
William J. Moya	1856 Rhomborg	9-11-20
Lori Martin	1289 Altura Dr.	9-11-20
Ignace Hennings	1907 Windsor	9/11/20
Richard Peth	2738 Pinaud	9/12/2020
Tim Green	201 N 17th	9-12-20
Dan Janners	2802 Katrina Cr.	9-12-20
Gene Schick	813 Garfield	9-12-20
David Schick	815 Garfield	9-12-20
Sam Burt	865 Euclid	9-12-20
Matt Webb	4123 Seaboard	9-12-20
Chadner	13164 Circle Ridge	9-12-20
Rail McPoland	2250 North Garden	9-12-20
Brian D. Dask	1725 Prescott	9-12-20
James J. J.	2612 Manchester	9/12/20
Don Schelle	19026 RIVERSIDE RD	9-12-20
Neil J.	15133 Old Hwy Rd	9-12-20

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NAME	ADDRESS	DATE
Jeanie Kalmes	209 West First St.	9-14-2020
Margie Roth	570 4th St.	9-14-2020
Kris V Andot	1718 Richie Dr.	9-14-2020
Greg Kalmes	105 S. Main St.	9-14-2020
Kim Cripp	1870 Lincoln	9-14-2020
Beth Tentz	1408 Lincoln	9-14-20
Bill Tentz	1408 Lincoln	9-14-20
Shelby Moon	6389 State Road 81	9-14-2020
Angella Manders	12619 Westmont Hts	9-14-2020
Lee Kinsella	12619 Westmont Hts	9-14-2020
Ken Welu	730 Kaufmann Ave	9-14-2020
Sheldon Scott	720 Summer Dr.	9-14-2020
Tony Biorgenti	2139 Holly Way Dr	09/14/20
Gregg Turner	4285 S. Ralston RD	09/14/20

The residents of the City of Dubuque Iowa hereby resolve that the Mayor and City Council have overstepped their authority have broken their oath to stand by the constitution, have failed to protect our liberty, and abused their power by their institution of the unlawful mask mandate. We hereby require the immediate TERMINATION of the current mask mandate by the Council.

NAME	ADDRESS	DATE
RONALD UOBT	668 KANE ST.	9-13-20
MARY ANN UOBT	668 KANE ST.	9-13-20
MARK KOHN SA	707 GROVELAND PL	9-13-2020
Jean Kohn	707 GROVELAND PL.	9-13-2020
Matt Edwards	2614 Glenview Cr.	9-14-20
James Pelegri	17989 Walking Way	9-14-20
Liz Pelegri	17989 Walking Way	9-14-20
Kevin GRIESINGER	2919 JACKSON ST	9-14-20
Ann Mayne	9442 Noonan St	9-14-20
Bill Mayne	9442 Noonan St.	9-14-20
Luck DeMott	2600 PIN RD	9-14-20
Tom Malaga	3487 waller	9-14-20
Cathy Millha	3487 waller	9-14-20

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NAME	ADDRESS	DATE
Natalie Hays	13586 Ryan Rd Post 9 IA	09/14/2020
Sam Hays	13586 Ryan Rd Post 9, IA	9-14-20
Judy Hays	13586 Ryan Rd Post 9, Iowa	9-14-20
Bob Bahl	3184 McCarthy Rd. Bernard, Iowa 52032	9-14-20
Molly Bahl	3184 McCarthy Road Bernard #52032	9-14-20

NAME	ADDRESS	DATE
John Oberbroeckling	12300 N. CASCADE RD	8-26-20
JOHN OPPELT	2680 BRUNSWICK ST	8-26-20
Tim Friederick	330 ST Lamothe	8-31-20
Jennifer Klein	2254 Flint Hill Dr	9-15-20
Mickie Yager	2254 Flint Hill Dr	9-15-20

This image shows a single sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears slightly aged or off-white. There is no handwriting or other markings on the page.

The residents of the City of Dubuque Iowa hereby resolve that the Mayor and City Council have overstepped their authority have broken their oath to stand by the constitution, have failed to protect our Liberty, and abused their power by their institution of the unlawful mask mandate. We hereby require the immediate TERMINATION of the current mask mandate by the Council.

NAME	ADDRESS	DATE
Jesse Schlainer	153 Julian Dubuque Dr.	8/24/20
[Signature]	13850 Shriell Rd	8/24/20
Rylee [Signature]	1650 Fox Dr	8-25-20
Jim [Signature]	10514 Wagon Hill Lane	9/8/20

officer

855-071-FBGM

NAME	ADDRESS	DATE
Sheri Vondran	15483 Lore mound ct.	8-25-2020
BILL Vondran	"	"
ALAN BECKIUS	661 HARVARD	8-27-2020
Rose Cliff	1762 Sharon Dr	8-27-2020
Betty G/ Cliff	1762 Sharon Dr.	8-27-2020
Sharon Dorath	1650 Marmora	8-28-2020
Terry Dorath	1650 Marmora	8-28-2020
Lainey Rembold	2752 Bankston	8-26-20
Don Foster	1845 Washington St.	8/26/20

NAME	ADDRESS	DATE
Alysa Blaser	28933 Swarding Ridge	9-15-20
Austin Blaser	28933 Swarding Ridge	9/15/20
Jake Kearney	6838 Huff 52 S #31	9-15-20
Michael Blaser	28933 Swarding Ridge	9/15/20
Lori Blaser	28933 Swarding Ridge	9-15-20
Shawn Sipe	18692 Cinders Ridge ¹⁸⁶	9-15-20
Kelly Lueas	739 Hogwyle Ave.	9/15/20
MICHAEL HARRIS	1645 PAX CT	9/15/20

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NAME	ADDRESS	DATE
Rock Ma	260 Dillon St	8/25/20
Breely Johnson	2920 Balice	8-25-20
Ron BSHNICK	2534 Placid St	8/25/20
Robn Artzler	3447 Hillcrest	8/25/20

[illegible]

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NAME

ADDRESS

DATE

MIKE GLAZ 1305 N. GRANDVIEW 8-27-2020

~~MI~~

NAME	ADDRESS	DATE
Jeff Luecke <i>Jeffrey P. Luecke</i>	770 Cody Dr. Dlg S2W13	9-11-2020
Edward J. Kret	645 N BURDEN	9-11-20
John Broom <i>JRB</i>	2067 Golden Eagle	9-11-20

NAME	ADDRESS	DATE
Jeff Luecke <i>Jeffrey P. Luecke</i>	770 Cody Dr. Dlg S2W13	9-11-2020
Edward J. Kret	645 N BURDEN	9-11-20
John Broom <i>JRB</i>	2067 Golden Eagle	9-11-20

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NAME	ADDRESS	DATE
Jane Lewis	4802 Bennett Rd Benton, WI	9-11-20
Ron Larson	Ron Larson 16 Healy C. Dub	9-11-20
Robert Avenarius	Robert Avenarius 1791 Central Ave	9-11-20

NAME	ADDRESS	DATE
Jim Luf	200 West 32nd St	9/12/2020
Michael Theron	1143 Amy Ct	9-12-2021
Randy Weber	535 S Grand Ave	9/12/20
Justin Weber	535 S Grand Ave	9-12-20
Barli Weber	535 S Grand Ave	9/12/20
Ellen Brown	1849 Avalon	9/12/20
Bart Brown	1849 Avalon	9/12/20
Adrian		

The reason for this petition is to demand that the people of this community get their liberties back and the mask mandate dropped. Liberty is the right to chose and our rights to chose not to wear a mask were taken from us. The mandate was placed out of fear and very little if any solid evidence that masks even work. The council's decision to have a meeting without the people of the community invited, while our rights and LIBERTIES were in the balance was nothing less than deceptive. We believe the council has deceived us and is abusing their power and control. There is more solid evidence that this mandate is more harmful than good. We were stripped of our constitutional rights; we were also stripped the right to protect our children. Child abductions are more of a pandemic than this "Covid", we are being stripped away of our happiness and joy and having it filled with fear. Christians are also being stripped their rights to practice their religion. By walking in faith and not fear. We the people of the city of Dubuque demand our liberties back and this mandate to be lifted immediately!!!!

[illegible]

City

Petition: **UNMASK THE PEOPLE**

The reason for this petition is to demand that the people of this community get their liberties back and the mask mandate dropped. Liberty is the right to chose and our rights to chose not to wear a mask were taken from us. The mandate was placed out of fear and very little if any solid evidence that masks even work. The council's decision to have a meeting without the people of the community invited, while our rights and LIBERTIES were in the balance was nothing less than deceptive. We believe the council has deceived us and is abusing their power and control. There is more solid evidence that this mandate is more harmful than good. We were stripped of our constitutional rights; we were also stripped the right to protect our children. Child abductions are more of a pandemic than this "Covid", we are being stripped away of our happiness and joy and having it filled with fear. Christians are also being stripped their rights to practice their religion. By walking in faith and not fear. We the people of the city of Dubuque demand our liberties back and this mandate to be lifted immediately!!!!

NAME

ADDRESS

SIGNATURE

Jim Hanson N 15th + E 13th

[Signature]

Doug Mills 595 ST. Catherine

[Signature]

Jessie Benoit 942 Noonan St

[Signature]

Cathleen Schmitt 1939 ELM ST

[Signature]

Chiguth Kirkpatrick Dubuque

[Signature]

Melissa Culbertz

[Signature]

Crocket Fields 1938 N. Star

[Signature]

Dorsey Richards 1938 N. Star

[Signature]

Emily Grimes 3435 Pennsylvania Apt 2

[Signature]

Callie Fagan 102 3rd St

[Signature]

Christine Oberbroeckling 7874 S. Westbrook Dr.

[Signature]

Sara Mess 679 4th Locust

[Signature]

Roger Quisenberry 2241 Summer St

[Signature]

[Blank]

[Blank]

[Blank]

[Blank]

[Blank]

[Blank]

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NAME	ADDRESS	DATE
Jennie McLean	6898 rt 52 St. Donatus	9-13-20
Patti Green	814 Lamott rd Lamotta	9-13-20
Holly Trebian	Hi main St. Worth	9-13-20
Matt Callan	6838 Rt 52 St. Donatus	9-13-20
Lloyd Shellenberge	412 Coras Dubuque	9-13-20
Paul Heim	787 Canton rd. Cascade	9-13-20
John Hannan	1016 Elm Dubuque	9-13-20
Doug Pluemer	6838 rt 52 St. Donatus	9-13-20
Troy Biddle	2011 White St Dubuque	9-13-20
Luanne Lytle	1101 S. Grandview Dub. IA 52003	9-13-20
James Lytle	1101 S. Grandview Dub. IA 52003	9-13-20
Anne Powell 4226	< Swan De BQ 52001	9-13-20

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<u>NAME</u>	<u>ADDRESS</u>	<u>DATE</u>
Shawn Gilbert	985 valentine Dr, Dubuque, 52003	9/11/2020
Lance Duesing	LaMotte, Iowa 52054	9-11-2020
Austyn Hayes	3156 skinner ave	9-11-2020
Ashley Sowke	↑	9-11-2020
Calvin valentine	2225 Schroeder St 52001	9-11-2020
Dean Shaughan	3408 Daniels St 52002	9/11/2020
Jeff Schueller	17549 Gondola Dr 52001	9/11/2020
Rache I Cunningham	247 Copper Kettle Ln	9/11/2020
Victoria Ann Gilbert	985 valentine Dr, Dubuque, IA, 52003	9/11/2020
Bruce Birong	Valentine Dr, Dubuque	9-11-2020
Jan Birong	valentine Dr, Dubuque	9-11-2020
Emma Hall	713 Bridge st Galena	9-11-2020
Scott Nelson	15661 Wood Vale Ct. Posta, IA 52068	9-12-2020
Brandy Rakestraw	590 Maplewood Ct. Dubuque	9-12-2020
Travis Peterson	590 Maplewood Ct. Dubuque	9-12-2020

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NAME	ADDRESS	DATE
Christy Gott	330 Clarke Drive	9/11/2020
Shawn Bradley	12016 English Mill	9/11/20
Dr. Marie Stangl	41655 Old Highway Rd	9-11-20
Lucas Garrigus	2639 Crissy Dr	9-11-20
Fyann Peppmeier	716 S Monroe St	9-11-20
M. Ke Kobusch	4655 Old Hwy Rd	9-11-2020
Vicky Mueller	2675 Becker Ct.	9.11.20
John Brach	2160 St. CELIA ST.	9/12/2020
Lauren Kaiser	3425 State Rd. 11	9-12-2020
Kelly Allen	15165 Old Hwy Rd	9/13/2020
Jim Whit	3090 Kane Crt DBQ	9/13/20
Dave Schav	6318 Marlen Ct	9/13/20
Maddy Powell	4226 Swan dr. Dubuque IA	9/13/20

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NAME

ADDRESS

DATE

Glenn Olson	2701 Shellen Dr.	3 Sept 20
Suzanne Treacy	3761 Hillcrest	3 Sept 2020
Thomas M. Beck	3889 Spring Valley Dr.	9/7/20
Ruth J. Becker	"	9/7/2020
Brian Pellitteri	"	9/7/2020
Charles Olson	2701 Shellen Ct	9/7/2020
Mark Fanning	3761 Hillcrest	9/7/2020
Keith Krapp	2675 Mineral St	9/12/2020
Dennis Hoeg	16777 Thunder Ridge	9/12/2020
David Hoeg	16777 Thunder Ridge	9/12/2020
Becky Krapp	2675 Mineral St	9/12/20
Serena Freisinger	560 S. Grandview	9/12/20
Art	15368 Stacie Ct	9/12/20
John	16636 Cordelia Dr	9/12/20
Frank	686 Mika Dr	9/12/20


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NAME	ADDRESS	DATE
Ellen Markham	1724 Geraldine Dr.	9-1-20
Colleen Pasnik	1535 Alta Vista St	9-1-20
Jennifer Smith	7804 Trail Edge Dr	9-1-20
Augusta Schmidt/King	2965 Wiedwald Dr #5	9-1-20
Bick Sengua	1955 AMIRAL S	9-2-20
Kore Briggs	1455 A. Smith S	9/2/20
Vern DeMott	2266 MARSHAL DR	9/5/2020
Carl	1610 Lori Ct	9-5-20
John Markham	1724 GERALDINE DR.	9-4-20
John Tucker	968 Barkavalee	9-4-20
Paul De Drouge	9881 Clingen	9/5/20
Jana Markham	2964 Brandywine Park Dr	9/5/2020
Bruce Markham	2864 Brandywine Park Dr	9/5/2020
Rich Gloran	863 Clarke Dr	9-8-20
Chad R. Zuck	968 Barkavalee Dr	9-8-20
Trace Zuck	968 Barkavalee Dr	9-9-20

DATE _____

Bruce Henning Bruce Henning 11881 Irene Lane Dubuque IA 9-10-2020
 Julie Henning Julie Henning 11881 Irene Ln DBQ 52003 9-10-2020
 Jacob Henning Jacob Henning 11881 Irene Lane Dubuque IA 9-10-2020
 Tom Behrke Tom Behrke 17513 Boy Scout Rd Dubuque 9-11-2020
 Mike Moore 484 EDITH 9-11-20
 Tom Jensen Tom Jensen 10224 DIXIE DR Dubuque Ia 9-11-20
 Frank Heim Frank Heim 6092 Sunrise Dr Platteville WI 53816 9-11-20
 Casey W Casey Wemmers 36419 333rd AVE Bellevue IA 52031 9-11-20
 Chris Hosie Chris Hosie 3065 Arbor Oak Dubuque IA 52001 9/11/20
 Thomas Hense Thomas Hense 110 Grubert Lane Epworth IOWA 52046

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NAME	ADDRESS	DATE
	21903 Simon Rd.	
Wayne Smith	211 West 1st	
Wayne McDermott	4637 South Beach Ln.	
Wayne	22500 Jamison	Dubuque IA 52001
Wayne	211 West 1st	
John Boeder	306 N 3rd Dubuque	
Jasen A. Kubitz	3000 Cedar Crest Dubuque	
Bryan Pfeife	21903 Simon Rd	9/5/2020
John Hukhans	4002 St Catherine Rd	9-5-2020
Eileen Olson	3088 2nd Ave	9-5-2020
Carrie Rader	2550 Patton Rd	9-5-2020
Bobbi Volkens	22500 Jamison Ln, Barnard IA	9-5-2020
Emily Kelley	3000 Cedar Crest Ct Dubuque IA 52001	
Ray Johnson	1432 Hwy 64 SA La IA 52070	
Pauline Chilton	135 Cherokee Dr Dubuque IA 52003	9/10/20
Ben Ellison	1812 15th Ave SE #9 Dyersville, IA 52040	

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NAME	ADDRESS	DATE
Steve Birch	2805 Central	9/5/2020
Rachel Power	202 Bryn Dr.	9/5/20
Monica Hily	715 Victoria DR	" -
Beth Hilly	915 Victoria DR	9-5-20
Justin Clasmaker		9-5-2020
LORI WESTMARK	8933 Scenic Pointe Ridge	9-5-20
Todd Molar	28 Milwaukee	Dub 9-5-20
Trevor Harry	1628 Walnut St	Dub 9/5/20
Ryan Shanahan	1111 Main St.	Dub 9/5/20
JOHN HANSEN	9245 TURKEY RIDGE	9/5/20
Scott Gant	Lowell	
Steve Kramer	103 5th ST SE	
Bill Mawdsley	11499 GANCLUB RD Epworth, IA	9/10/20
Sue Kunt	3485 Echo Hills Dr. Bellemeade	9/10/20
Bob Haden	602 Birch Ridge	9/10/20
Bruce Ruffelt	2161 27th AVE	Earlville, IA 9/10/2020
Keith Emerson	128 10th ST NE	Dyersville, IA 9/10/20

NAME	ADDRESS	DATE
Jessica Beller	9442 Noonan St #620	9/5/20
Robert Keller	9442 Noonan St #620	9/5/20
Sara Bartella	9442 Noonan St. Lot. 122	
John Ham	7865 Kane Rd Dubuque	
Mark Harry	7865 Kane Rd Dubuque IA	
Beverly Koontz	618 S. 2nd St. Magnolia IA	
Rob Strickland	1280 Hammond Rd	
Jared Coyle	Epworth, IA	9/5/20
Cami Coyle	Epworth IA	9/5/20
Cornie Strand	Zwingle, Ia	9/5/20
Al Strand	Zwingle Ia	9/5/20
See Address	Dub	9/5/20
Lori Lenton	123 River Ridge Bellevue IA	09/13/20

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NAME	ADDRESS	DATE
Donald Miller	2495 University Dr	8-25-20
Amber Van	834 Walker St	8/25/20
Crystal Davis	1820 Bristol	8/25/20
Kick Sexton	1820 Bristol	8/25/20
Brad Miller	810 Kanesh	8/25/20
Danay Ziebell	810 Kane St.	8/25/20
Patrick J. Speer	246 Bluff St.	5/25/20
Boz Litchling	DUBUQUE	8-26-20
Mark Lento	Hill St Dubuque IA	8-26-2020
Roger LaBarge	Dubuque Ia	8-26-2020
Fred Hartke	Shenell Ia	
Dino Eart	720 Boyer St	8/26/2020
Gerry Emerson	130 Devon Dr.	8/26/20
Kyle Barrington	3104 Pasadena Ct. Unit 28	8/26/2020
Jimmy Bunt	Dubuque IA	8/26/2020
Jeanne Kuge	Dubuque	8/26/2020
Mark Lento	Dubuque	8/26/2020
James E. Meyer	Dubuque	8/26/2020
Mark Lento	Dubuque	08-26-2020
Kennie Housley	Dubuque	8/26/20

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NAME	ADDRESS	DATE
CHRIS JUSTMANN	14111 PEBBLE BEACH	8-25-20
Mary	9877 Elk Ct	8-25-20
R. Rich	258 1/2 S 15th Dr	8-25-2020
Luz Smith	2282 WHITE	8-25-2020
Beatrice A. Mangelman	1205 Lincoln	8-25-2020
Tom Koon	176 Lewis	8-25-20
David Jones	2078 KANE CT	8-25-20
W. R. R. R.	9499 Turkey Ridge	8-25-20
Harold D. Waring	235 KING ST.	8-27-20
Stephen Boulting	997 Patricia Ann Dr	8-25-20
Gary R. Quisenberry	10400 Timothy ST.	8-25-20
CHAD KANE	3117 Lemon St	8-25-20
K. Wolff	378 Main	8/25/20
Greg Burtch	10626 KEY WEST DR	8-25-20
Ch. J.	1755 Ashbury RD	8-25-20
Ch. J.	1755 Ashbury Rd	8-25-20
Steve Dirlings	Belltown	8-25-20
Ch. J.	1755 Ashbury Rd	8-25-20
James Ackerman	2470 University DBQ	8-25-20
Jenna Miller	5344 Sherrill Rd DBQ	8-25-20

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NAME	ADDRESS	DATE
Todd Bradli	1882 Plymouth	8-29-20
Janet Lovett	Dub	8-29-20
Jackie Gronau	Dub	8-29-20
JOHN HANNAN	DOB	8-29-2020
Julie Konzen	DBQ	8/30/20
Emily Konzen	DBQ	8/30/20
Kevin Nuehring	DBQ	8/30/20
Jeanne Nuehring-Stecker	DBQ	8/30/20
Vickie Wagner	DBQ	8/30/20
Bruce I. Wagner	DBQ	8-30-20
Myra K. K. K.	DBQ	8-30-20
JANE LOVETT	DBQ	8-30-2020
Mike H. H.	DBQ	8-30-20
Jeff Bantzle	DBQ	8/30/20
Tom Smith	DBQ	8/30/20
Dorellyn Kroyenberg	DBQ	8/30/20
Dean Saeffer	DBQ	8/30/20
Allyse H.	DBQ	8/30/20
Steve Marks	Galena	8-30-20
Chad K.	DBQ	8/30/20

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NAME	ADDRESS	DATE
Jessica LaRage	8849 Conrad Ave	9.4.20
Ben Maier	1200 Hixson	9/4/20
Lynn Maier	100 Dunleath Ct	9/4/20
Mary Maier	100 Dunleath Ct	9/4/20
Ryan Becker	9964 Four Seasons Ct	9/4/20
Tanner Heinrich	390 Apple	9/4/20
MATT MICHELS	8282 TURKEY VALLEY LN	9-4-20
KIM MICHELS	11	9-4-20
JEFF BECKER	8505 WILDLIFE DR.	9/4/20
Linda Mac	10851 Thunder Hill	9-4-20
Bryan Blum	7470 Hwy 52 S. Dub	9-4-20
Mike Blum	7470 Hwy 52 S. Dub	9-5-20
Jeff Kline	102 8th Ave NW Des.	9/5/20
Jim Davis	107 E Main St Epworth IA	9/5/20
Dwight Miley	112 8th Ave NW, Epworth, IA	
James Heer	106 N 6th & Bellevue	
	49288 Hwy 64 miles IA	
Dan Miley	57009 Hwy 64	
Tom Dubuque	17417 Castleman Rd	
Madie W	30033 395th Ave. Bellevue, IA 52031	9-5-20

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NAME	ADDRESS	DATE
Dr. Welke	108 E. Chicago Ave. Dubuque, IA 52001	8-29-2020
Dylan J. Jendryak	14053 Constance Ct	8.29.2020
Sharon J. J.	803 Dorothy Key Dr	9-5-2020
Ch. J. Wong	699 Kane St.	9-5-20
MaLisa Connett		
Kenneth Voss	13560 S. Dennis Rd.	9-5-20
Harvey E. Smith	1622 Bianca Dr. Dubuque	9-5-2020
Roger E. Smith	1622 Bianca Dubuque	9-5-2020
Paul R. Kort	3485 Echo Hills Dr. Bellevue 52031	
Ashley Keren	4009 gearst APT 111	9/5/2020
Shelley Dressner	9366 Ridge Dr.	9/5/2020
Jerry Grutz	6176 Centura Ct	9-5-20
Cathy J. Grutz	6176 Centura Ct	9-5-20
Tony Schmuck	1835 ANN ST	9-5-20
Gregory	225 State St	9-5-20
W. J. J.	1072 Bluff	9-5-20
W. J. J.	8312 Schlotz Ln	9-5-20
W. J. J.	1125 Schlotz	9-5-20
Ch. J. J.	501 Sunset Rdg Dubuque	9-5-20
Sharon Bites	501 Sunset Rdg Dubuque	9-5-20

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NAME	ADDRESS	DATE
Matt Schreiber	1359 Pine St Dubuque IA	9/5/2020
CLINTON HANSEN	265 DESOTO	9-5-2020
Stacey Makovec	2195 Lincoln Ave Dubuque	9-5-2020
Andy Makovec	2195 Lincoln Ave Dubuque	9-5-2020
Jim Stang	16653 Hwy 141	9-5-20
Richard Bridges	909 Stone Ridge Pl	9-5/2020
Diane Biddick	10215 Blue Spruce Dr Peosta	9/5/20
J. ADLMANN	510 MAPLERIDGE PEOSTA	9/5/20
Rachel Pelton	3515 Crescent Rdg	9/5/2020
Chris Pelton	3515 Crescent Rdg DR2	9/5/2020
Michael B. Weber	2176 Sunnyslope Dr	9-5-2020
Mark J. Kuhn	5595 Appleton Ln	9-5-2020
David J. Huns	2337 CHERRY ST	9-5-2020
Dean Skiffon	2508 Stafford	9/5/2020
John Vann	2735 Washington ORR	9/5/2020
Marta Morehead	18656 8th Ave Bernard IA	9/5/20
ALC EHLINGER	9851 OREGON STREET	9-5-20
W. STEAKLEY	3460 STARLITE DR	9-5-20
Anna Sutton	2316 Washington St	9/5/20
Voyce Skiffon	2508 Stafford St	9/5/20

The residents of the City of Dubuque Iowa hereby resolve that the Mayor and City Council have overstepped their authority have broken their oath to stand by the constitution, have failed to protect our Liberty, and abused their power by their institution of the unlawful mask mandate. We hereby require the immediate TERMINATION of the current mask mandate by the Council.

NAME	ADDRESS	DATE
Jan Mc Donough	9881 Oregon	9/5/20
Chris Schmitt	7312 LeMotte	9/5/20
Colin Hager	1046th St Bellevue IA	9/5/20
Maxine Rader	3016 N 3rd Bellevue IA	9/5/20
William Duchak	916 N. 7th Bellevue IA	9/5/20
Heather Burken	Clinton, IA	9/5/20
L. J. Shuman	DBQ IA	9/5/20
Yvonne Broge	BBQ IA	9/5/20
Bill Lill	Cedar Rapids	9/5/20
Jan Hager	Magnolia	9/5/20
Shirley Faulkner	Magnolia, IA	9-5-20
John Hager	LeMotte	9-5-20
John Hager	Cedar Rapids	9-5-20
Kevin C. Hager	2770 Penn Ave.	9/5/20
Michelle Hager	2770 Penn	9/5/20
Ann Stephen	Paris, Iowa	9/5/20
Rebecca Stephen	Paris, IA	9/5/20
Jack D. Hager	DBQ IA	9-5-20
Sue Hager	Le	9-5-20

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NAME	ADDRESS	DATE
Mike Truesdale	15156 HUMKE	9/6
Mike Hoke	6156 ARFIELD	9/5
Jeanne Stechen	945 Kane	9-5
Tim Emmer	1111 Dyer St	
Dawn Souther	2508 Stafford	9/5/2020
Tim Schumacher	1835 ANN ST	9-5-20
John 'Zu' Ziel	507 1/2 CHESTNUT ST	9-5-20
Christ Delo	2246 Graham Cir.	9/5/20
Sara Cunningham	2149 Seward Pl	9/5/20
Kathy Dressler	2020 - Oak	9-5
Julius Reier	US 61 S.	
Pete Adel	956 INDIAN RIDGE	9-5-20
Chad Dunn	21903 Simon	9/5/20
David P.	21903 W Simon	9/5/20
Bryana Philbrick	21903 Simon	9/5/20
Nichole Weber	535 S. Grandview Ave	9/5/20
Mackenzie Weber	535 S. Grandview Ave	9/5/20
Eric Weber	535 S. Grandview Ave	9/5/20
Susan Weber	535 S. Grandview Ave	9/5/20
Mike Fladen	215 Halis Mill Rd #4	9/5/20

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NAME	ADDRESS	DATE
Tony Theisen	2439 SPRUCEWOOD DR DUB, IA	9-5-20
Sue Theisen	2439 SPROLEWOOD DR...	9-5-20
Tim Vize	1925 LINCOLN AVE	9-5-20
Stacy Vize	1925 LINCOLN AVE	9-5-20
Millie Vize	1925 LINCOLN AVE	9-5-20
Debra Schwartz	2434 Queen St	9-5-20
Angel Schuster	2434 Queen St	9-5-20
Sharon Stenzel	16653 Clay Hill Rd	9-5-20
Heather Triburg	710 S. Grandview	9-3-2020
Jane Herdog	12404 Clearview	9-3-2020
Garry Skowronek	877 Patricia Ann Dr.	9-3-20
Jane Skowronek	877 Patricia Ann	9-5-20
Holly Sherman	201 Summer Dr. Esch	9-5-20
Amy Pfeiffer	1100 McCreight Dr.	
Gary Grobstein	30 W 4th St.	9-5-20
Michael Tully	8999 Hickory Hollow Ct	9-5-20
Peggy Post	35846 370 th St. Bellevue	9-5-20
Chris Cerk	107 Dadel Ct Belknap	9-5-20
Shelley McCann	1397 Main St DBQ	9-5-20
Laura Chapman	2822 Central Ave DBQ	9/5/20

County

This petition is against the Dubuque county wide mask mandate. We the people of Dubuque county feel our constitutional rights were infringed upon, we were robbed of our liberty and our free choice. We feel you have overstepped your authority and we are demanding to unmask us and give our liberties back to chose how we deal with our own personal health and well-being...

NAME	ADDRESS	SIGNATURE
<u>Jim Hanson</u>	<u>115W 1st, 13th</u>	<u>[Signature]</u>
<u>Doug Mills</u>	<u>595 St. Catherine</u>	<u>Doug Mills</u>
<u>Jessica Bartella</u>	<u>2442 Norman St</u>	<u>[Signature]</u>
<u>Cathryn Schmitt</u>	<u>1939 Elm St</u>	<u>[Signature]</u>
<u>Christa Kirkpatrick</u>	<u>Dubuque</u>	<u>[Signature]</u>
<u>Melissa Culbertson</u>	<u>Crickets Fields</u>	<u>[Signature]</u>
<u>Chuck Jones</u>	<u>1938 N. Star</u>	<u>Chuck Jones</u>
<u>[Signature]</u>	<u>1938 N. Star</u>	<u>[Signature]</u>
<u>Calvin Gagner</u>	<u>102 3rd St</u>	<u>Calvin Gagner</u>
<u>Emily Grimes</u>	<u>3435 Pennsylvania Apt 2</u>	<u>Emily</u>
<u>Christine Oberbroeckling</u>	<u>7874 S. Westbrook Dr.</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>679 Wilcox St</u>	<u>[Signature]</u>
<u>Abigail O'Connell</u>	<u>2745 Summer St</u>	<u>[Signature]</u>
	<u>apt 7 Dubuque IA</u>	<u>[Signature]</u>
	<u>[Signature]</u>	

Sept 12

The residents of the City of Dubuque Iowa hereby resolve that the Mayor and City Council have overstepped their authority have broken their oath to stand by the constitution, have failed to protect our Liberty, and abused their power by their institution of the unlawful mask mandate. We hereby require the immediate TERMINATION of the current mask mandate by the Council.

NAME	ADDRESS	DATE
Michelle Weber	411 Lowell St	8/29
Colleen S	1359 Pine St	8-29
Harry Starkey	719 Edith St	8-29
Jay Sykes	1722 Newport	8/29 -
Gregory	17232 Newport Rd	8/29 -
Bailey Fultz	44364 17th St	8/29
Debra		8/29
Neal Ralston	704 1st Ave NE	8/29
AL BECKIUS	661 HARVARD	5/29
MITCHEL TERRY	3319 Brookdown	8/29
David Murphy	675 Maple Ridge	8-29
Karen Abitz	806 Lowell St	8-29
Chris Crall	1182 Locust	8-29
Madelyn Miller	1182 Locust	8-29
Ryan Lyles	1460 1/2 OHagen	8/29
Debra Collins	Dubuque, IA	8/29
Anna Alexander	Dubuque IA	8/29
Fawn Reib	Dubuque IA	8/29
Tony Lott	Dubuque IA	8/29

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NAME	ADDRESS	DATE
Jerry Beacon	2473 Maplewood Dr	8-29-2020
James Pelegrin	17989 Walking Way	8-29-2020
Liz Pelegrin	17989 Walking Way	8-29-2020
Bill Murphy	2831 Jackson	8-29-2020
Steve Skemp	4894 Asbury Cir	8-29-2020
WC	2615 Centex Dr #1	8/29/2020
Sarah Goodall	21091 University	8-29-20
Jeremy Goodall	21091 University	8-29-20
Jennifer Masch	W3604 55th St Maunster WI	8/29/20
Dennis Schmitt	11092 Kennedy Rd	8/29/20
Wendy Hall	1055 Thomas Rd	8/29/20
Meekin Kuiperschmidt	7681 S. Westbrooks Dr	8/29/20
Jason Heitkamp	100 Thomas Ave	8-29-2020
LESLIE HAGAR	80 WASHINGTON MILLS	8/29/2020
MARK HARRING	80 WASHINGTON MILLS	8/29/2020
Karla Foyers	345 N. Booth	8/29/2020
Tim Pickett	1249 19th Ave CR	8/29/2020
TIM FRONNBLT	1249 19th Ave CR	8/29/2020
Chloe Mamm	310 CASTLEWOODS	8/29/2020
Jody Wilhelm	108 E. Cherokee Ave Shabbona, IL	8/29/20

Don Culligan

**City of Dubuque
City Council Meeting**

Consent Items # 21.

ITEM TITLE: Signed Contract(s)
SUMMARY: 2020 Usage Agreement Revision with Clarke University for Veterans Memorial Park.
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File

ATTACHMENTS:

Description

Clarke University Usage Agreement - Veterans Memorial Park

Type

Supporting Documentation

**USAGE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
CLARKE UNIVERSITY**

THIS USAGE AGREEMENT (the Agreement), dated for reference purposes the 4th day of September, 2020, is made and entered into by and between the City of Dubuque, Iowa, a municipal corporation (City) and Clarke University (University).

SECTION 1. PREMISES AND TERM.

1.1. In consideration of the terms, covenants, conditions and agreements set forth in this Agreement, City hereby permits University to use the Veterans' Memorial Park, Softball Field #2, shown on Exhibit A, together with any and all easements and appurtenances thereto and subject to any easements and restrictions of record (the Premises), for a term of three (3) years commencing on January 1, 2020 and terminating at 11:59 p.m. on December 31, 2022 subject to all of the terms, covenants, conditions and agreements contained herein.

1.2. Termination. Either party may terminate this Agreement for any reason with or without cause upon thirty (30) days written notice delivered to the other party. Upon termination, City shall have the right to enter the Premises and to assume exclusive use and control of the Premises. Upon termination of this Agreement, University agrees to surrender possession of the Premises in its condition as when first permitted use, or to restore the Premises to substantially the same condition, ordinary wear and tear excepted.

1.3. Condition of Premises. City shall deliver and University accepts the Premises in its "as is" condition.

SECTION 2. FEE; UTILITIES AND OTHER COSTS. University shall not be required to pay City a fee for the use of the Premises but shall pay all costs of supplies, utilities, fuel and any other costs and expenses associated with University's use of the Premises.

SECTION 3. IMPROVEMENTS.

3.1 University Improvements. University shall not construct any improvements on the Premises without the prior written approval of City. City at its option and upon written notice may require University to remove any improvements constructed by University from the Premises at University's sole expense and University shall have ninety (90) days after such notice or the termination of this Agreement to complete such removal. If University fails to remove the improvements within such ninety-day period, City may cause the improvements to be removed and University shall pay the costs of such removal within thirty (30) days of receipt of a statement therefore from City. Any improvement requested by University shall be at University's sole expense.

3.2. Signage. University shall not place any signage on the Premises without the prior written

approval of the City Manager which approval shall be in the City Manager's sole discretion. Signage shall only be displayed during times when University is using the Premises.

SECTION 4. STORAGE. Storage is an issue at Veteran's Memorial Park, Softball Field #2 acknowledged by both parties and will be addressed during the term of this Agreement as follows:

4.1. During the softball season as outlined in Section 8.1, City will rent and provide access to University to a bay in the Storage Facility shown on Exhibit B.

4.2. University agrees to pay City \$600.00 on the first day of March, 2020, and on the first day of March of each year of the Term as rent for the use of the Storage Facility. City shall invoice University and provide supporting documentation for the reimbursement request.

4.3. University agrees to insure the Storage Facility and the contents of the Storage Facility as described in Section 9 and acknowledges City will not carry insurance on the contents and that City will have no liability of any kind for damage to the contents.

4.4. University shall have the right to enter onto and travel across Veteran's Memorial Park for purposes of accessing the Storage Facility. Material and equipment shall be limited to items necessary and pertinent to operations and maintenance of a college softball facility.

4.5. University agrees that it shall not store or process any hazardous material on the Premises and in the Storage Facility.

SECTION 5. UTILITIES. University shall pay all utilities for the use of the Premises.

SECTION 6. REPAIRS / MAINTENANCE. University shall at all times during the term of this Agreement, at University's own cost and expense, keep the Premises free of litter, in good order, condition and repair, and shall repair any damage done as a result of University's use of the Premises.

SECTION 7. COMPLIANCE WITH LAW. During the term of this Agreement, University shall comply with all applicable laws applicable to University's use of the Premises, the breach of which might result in any penalty on City or forfeiture of City's title to the Premises.

SECTION 8. USE OF LICENSED PREMISES.

8.1. University agrees that during the term of this Agreement, the use of the Premises shall be exclusively for University softball games and practices. University shall observe the following conditions:

- 1) All games and practices shall be scheduled through City's Leisure Services Department.
- 2) Use will be from March 1st through May 15th in the spring, and September 1st

through October 15th in the fall.

- 3) University's usage may not be exclusive.

SECTION 9. INSURANCE.

9.1. University shall at all times during the term of this Agreement maintain insurance as set forth in the City's standard Insurance Schedule for Lessees of City Property, as such uniform, standardized schedule may from time to time be amended. The current Insurance Schedule is attached to this Agreement.

9.2 University shall insure its personal property in the Storage Facility for the full replacement value of such property.

9.2. University shall deliver to City promptly after the execution and delivery of this Agreement the original or duplicate policies or certificates of insurers satisfactory to City evidencing all the insurance which is then required to be maintained by University hereunder, and University shall, within thirty (30) days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of the insurers evidencing the renewal of such insurance.

SECTION 10. INDEMNIFICATION.

10.1. Indemnification of City. Except as otherwise provided herein, University shall protect, indemnify, and save harmless City, its officers, and employees (the "Indemnified Parties"), from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the Indemnified Parties by reason of (a) any accident, injury to, or death of persons or loss of or damage to property occurring on or about the Premises during the term of this Agreement and resulting from any act or omission of University or anyone claiming by, through, or under University during the term of the Agreement; and (b) any failure on the part of University to perform or comply with any of the terms of this Agreement. In case any action, suit, or proceeding is brought against the Indemnified Parties by reason of such occurrence, University will, at University's expense, resist and defend such action, suit, or proceeding.

10.2. Indemnification of University. Except as otherwise provided herein, City shall protect, indemnify, and save harmless University from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against the Indemnified Parties by reason of (a) any accident, injury to, or death of persons or loss of or damage to property occurring on or about the Premises during the term of this Agreement and resulting from any act or omission of City or anyone claiming by, through, or under City during the term of the Agreement; and (b) any failure on the part of City to perform or comply with any of the terms of this Agreement. In case any action, suit, or proceeding is brought against the University by reason of such occurrence, City will, at City's expense, resist and defend such action, suit, or proceeding.

SECTION 11. ASSIGNMENT AND SUBLETTING. University shall not assign or transfer this Agreement without the prior written consent of City.

SECTION 12. NOTICES.

12.1. All notices, demands, or other writings in this Agreement provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

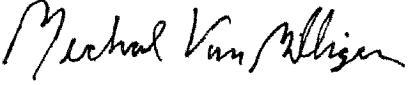
TO CITY: City Manager
City of Dubuque, Iowa
50 West 13th Street
Dubuque, Iowa 52001


TO UNIVERSITY: CLARKE UNIVERSITY
1550 Clarke Drive
Dubuque, IA 52001

12.2. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.


CITY OF DUBUQUE, IOWA

CLARKE UNIVERSITY

By: 
Michael C. Van Milligen, City Manager

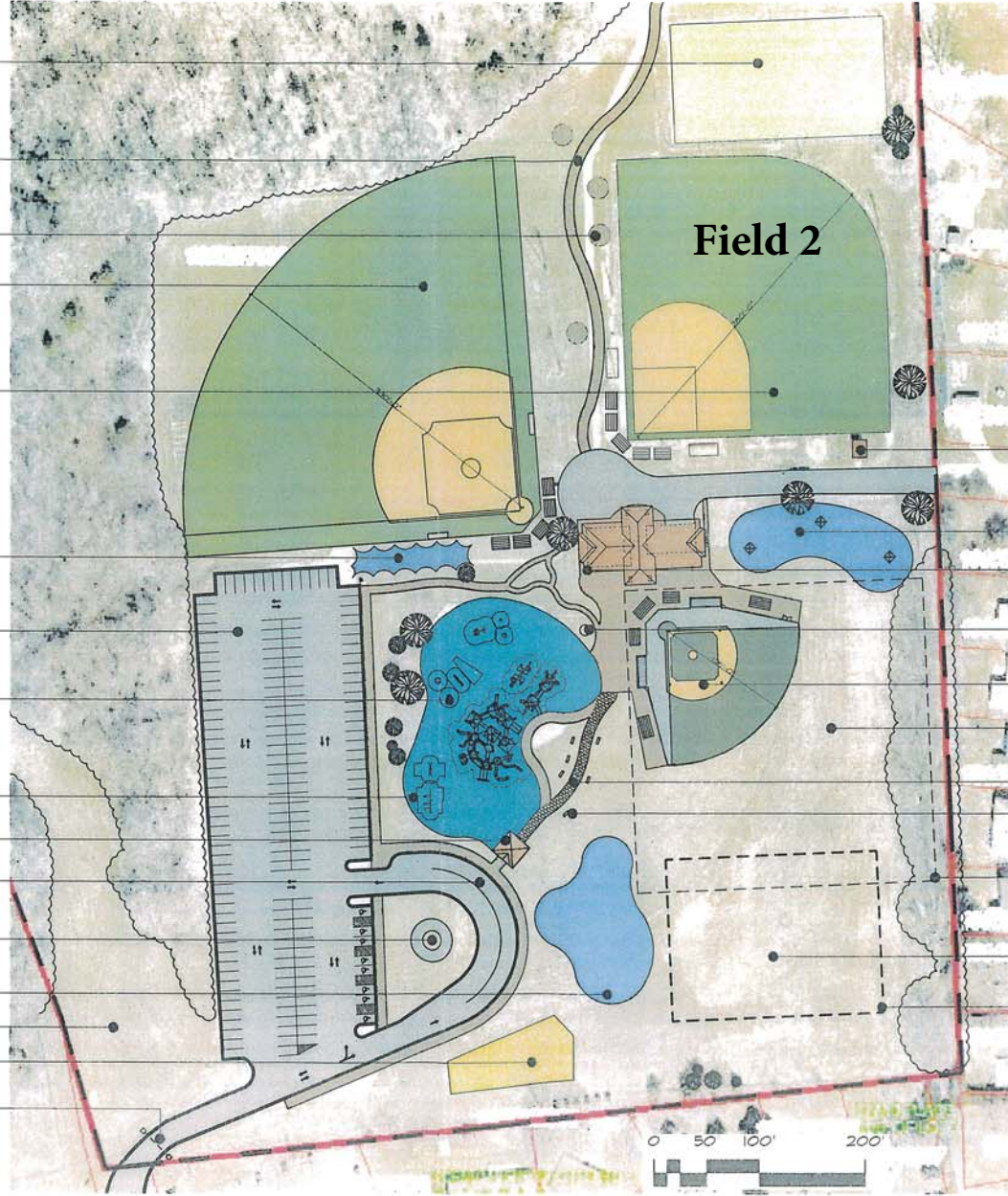
By: 
Elizabeth McGrath, VP for Business & Finance
Printed Name and Title

Attest:


Kevin S. Firnstahl, City Clerk

CONCEPTUAL SITE PLAN SCALE = 1" = 50'-0"

- PICKLE BALL/EXISTING TENNIS - BY OTHERS
- FUTURE PATH
- FUTURE SEATING/SHADE
- BASEBALL FIELD TO MATCH FIELD #3 - RELOCATE EXISTING FIELD LIGHTING
- CLARKE FIELD #2 TO REMAIN
- HILLSIDE SPECTATOR SEATING
- PARKING (180 STALLS)
- *INCLUSIVE PLAYGROUND
- 6 - 23 MONTHS PLAY
- *ENTRY PAVILION
- *DROP OFF
- ENTRY SIGN & VIEWING PLAZA
- FAMILY PLAZA
- DISC GOLF
- JAYCEES RAISED GARDEN
- GATEWAY ARCH



- STORAGE SHED TO REMAIN
- *PICNIC/SHADE PARK
- *REST ROOM, CONCESSION, STORAGE BUILDING
- HOMER STATUE
- *MIRACLE LEAGUE FIELD
- NEW FIELD LIGHTING
- *HALL OF FAME BLVD. DONOR BENCHES
- POSSIBLE FUTURE YEAR ROUND INDOOR SPORTS ADAPTIVE FACILITY
- GREEN SPACE PLAY AREA
- FUTURE INSTRUCTIONAL FACILITY (MULTI-GYM)

Exhibit A

THIS IS A REVISED DOCUMENT AND IS NOT TO SCALE

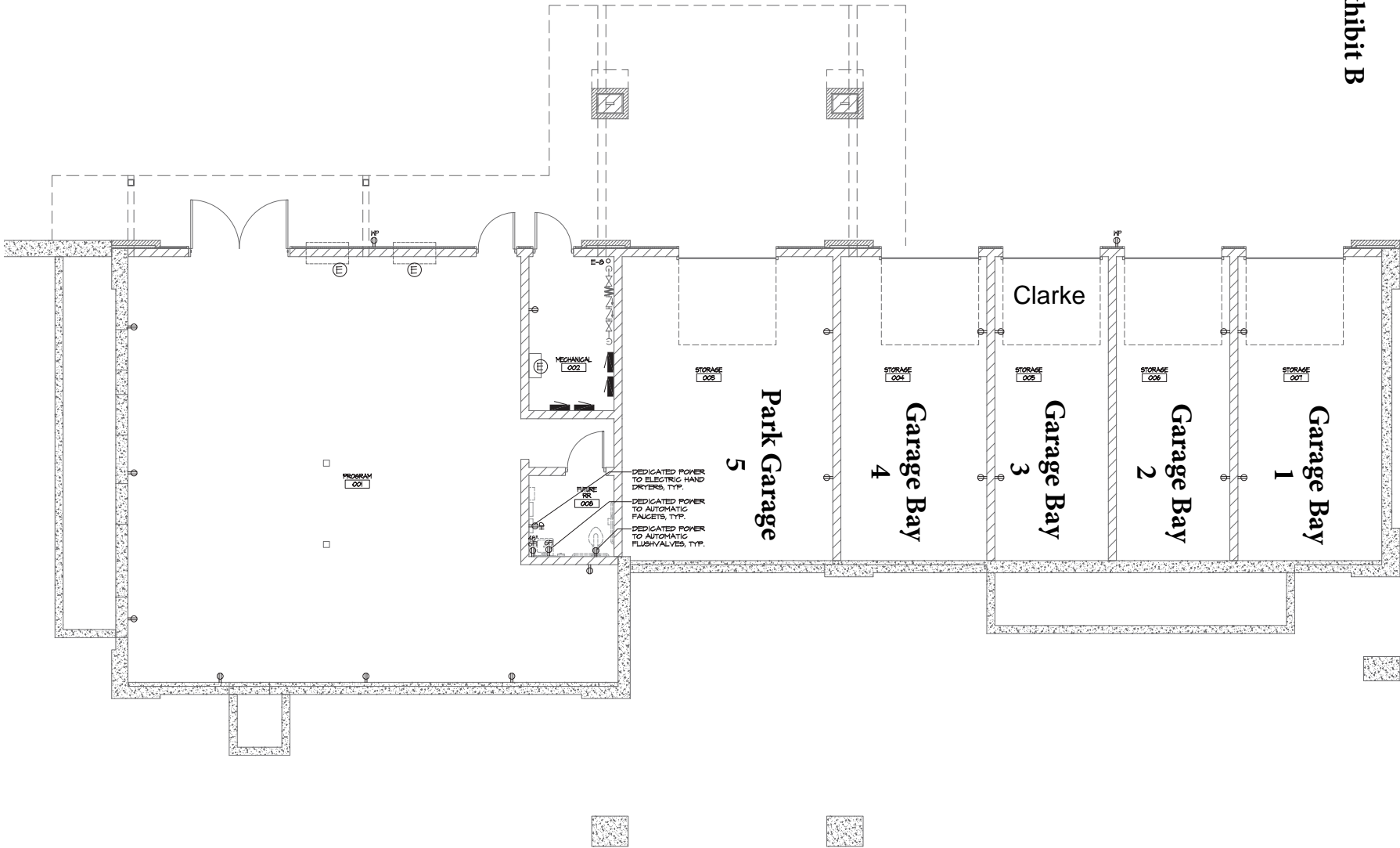
Straka Johnson Architects
1000 1st Avenue
Dubuque, IA 52001
(563) 926-0847
www.strakajohnson.com

THE MIRACLE LEAGUE DUBUQUE
VETERANS MEMORIAL PARK
DUBUQUE, IOWA 52001

Revision: 13-15-16
Drawn By: DJS
Project Number: 160448
Sheet Number: A1

PRELIMINARY DOCUMENTS - NOT FOR CONSTRUCTION

1 LOWER LEVEL ELECTRICAL POWER PLAN SCALE = 1/4" = 1'-0"



MEP PLANS ARE DESIGN BUILD AND SHALL BE COORDINATED BY RESPECTIVE CONTRACTORS
ALL MEP DRAWINGS ARE CONCEPTUAL ONLY
COORDINATE WITH GENERAL CONTRACTOR AS REQUIRED

THE CONTRACT DOCUMENTS, INCLUDING ALL DRAWINGS, SPECIFICATIONS, AND ADDENDA ARE COMPLEMENTARY, AND WHAT IS REQUIRED BY ONE SHALL BE AS BINDING AS IF REQUIRED BY ALL. CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS ARE REQUIRED TO REVIEW EVERY PAGE OF THE CONTRACT DOCUMENTS FOR WORK THAT MAY BE SHOWN IN ONE LOCATION, BUT NOT ANOTHER. NO EXTRA COMPENSATION WILL BE GIVEN FOR WORK THAT IS REQUIRED BY THE CONTRACT DOCUMENTS, OR REASONABLY INFERRIBLE FROM THEM AS BEING NECESSARY TO PRODUCE THE INDICATED RESULTS.

Exhibit B



The use of these drawings and its reproduction is limited to the original use for which they were prepared. Any other use without the express written consent of the architect is prohibited. The architect assumes no responsibility for the accuracy of the information or the results of the use of these drawings for any purpose other than that for which they were prepared. This is to these drawings made with the architect without prejudice. Void where it conflicts with the provisions of these regulations.

THE MIRACLE LEAGUE OF DUBUQUE
VETERANS MEMORIAL PARK
2190 MIRACLE LEAGUE DR.
DUBUQUE, IOWA 52001

Revision	
Date	1/3/2019
Drawn By	DJS
Project Number	16-049
Sheet Number	E2.1
	4 of 5

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

INSURANCE SCHEDULE A

1. Clarke University shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Usage Agreement dated _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to certificate.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.
10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention.

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) If lessee, licensee, or permittee utilizes Trikkies or Segways in the conduct of business, include an endorsement reflecting that these vehicles are not excluded from Commercial General Liability coverage.
- 7) Policy shall include Waiver of Right to Recover from Others Endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22. Completed form must be attached.

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

INSURANCE SCHEDULE A (Continued)

C) POLLUTION LIABILITY

Coverage required: ___ yes X no

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

X yes ___ no

Evidence of property coverage provided: ___ yes

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS	\$1,000,000
------------------------	--------------------

X yes ___ no

Umbrella/excess liability coverage must be at least following form with the underlying policies included herein.

F) FLOOD INSURANCE

___ yes X no

If Required Coverage \$_____

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

**City of Dubuque
City Council Meeting**

Consent Items # 22.

ITEM TITLE: Improvement Contracts / Performance, Payment and Maintenance Bonds

SUMMARY: Sealmaster Foam, LLC, d/b/a S&S Builders for the 2020 Asphalt Overlay Ramp Project 3B.

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Approve

ATTACHMENTS:

Description	Type
Contract/Bond_Sealmaster Foam / S&S Builders	Supporting Documentation



Engineering Department
50 W 13th St
Dubuque, IA 52001
Office (563) 589-4270
Fax (563) 589-4205
TTY (563) 556-9948
engineer@cityofdubue.org
www.cityofdubue.org

NOTICE TO PROCEED

TO: Sealmaster Foam dba S&S Builders
602 Peru Rd.
Dubuque, IA 52001

ISSUE DATE: September 2, 2020

COMMENCEMENT DATE: September 12, 2020

PROJECT: 2020 Asphalt Overlay Ramp Project 3B

Dear S&S Builders:

You are hereby notified to commence the work on the Project, on or before the commencement date, in accordance with the Contract Documents. The Contract Time shall begin to run on the commencement date.

You are required to return an acknowledged copy of this Notice to Proceed to the City.

THE CITY HAS RECEIVED A COPY
OF THE CONTRACTOR'S WRITTEN
SAFETY PROGRAM

☐

YES

CITY OF DUBUQUE, IOWA

By:

(Signature)

Gus Psihoyos

(Name)

City Engineer

(Title)

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged this ____ day of _____, 2020.

PRINCIPAL:

(Contractor)

By:

(Signature)

(Name)

(Title)

PUBLIC IMPROVEMENT CONTRACT

2020 Asphalt Overlay Ramp Project 3B

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 28th day of August 2020 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Sealmaster Foam D/B/A S&S Builders (Contractor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the 2020 Asphalt Overlay Ramp Project 3B (Project).
2. CONTRACT DOCUMENTS
 - A. The Contract Documents consist of the following:
 1. Project Title Page (Section 00100).
 2. Project Directory Page (Section 00101).
 3. This Public Improvement Contract (Section 00500).
 4. Performance, Payment, and Maintenance Bond (Section 00600).
 5. Out-of-State Contractor Bond (Section 00610).
 6. Other Bonds:
 - a. ____ (Bond Name) ____ (pages __ to __ , inclusive).
 - b. ____ (Bond Name) ____ (pages __ to __ , inclusive).
 - c. ____ (Bond Name) ____ (pages __ to __ , inclusive).
 7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2020 Edition.
 8. CITY OF DUBUQUE Supplemental Specifications 2020 Edition.
 9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
 10. Special Provisions included in the project Contract Document Manual.
 11. Drawings –Sheet No.1 through No.7 (7 pages) or drawings consisting of sheets bearing the following general title:
2020 Asphalt Overlay Ramps Project 3B
 12. Addenda (numbers __ to __ , inclusive).
 13. Insurance Provisions and Requirements (Section 00700).
 14. Sales Tax Exemption Certificate (Section 00750).
 15. Site Condition Information (Section 00775).
 16. Construction Schedule and Agreed Cost of Delay (Section 00800).
 17. Erosion Control Certificate (Section 00900).
 18. Consent Decree (Section 01000).

SECTION 00600

Page 2 of 6

19. Other Project Information and Permits (Sections 01100 - 00000).
20. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 2 inclusive).
 - b. Bidder Status Form (Section 00460).
 - c. The following documentation that must be submitted by Contractor prior to Notice of Award.
 - i. Contractor Background Information Form (Section 00470/00471)
 - ii. _____
 - iii. _____
21. The following which may be delivered or issued on or after the Effective Date of the Agreement:
 - a. Notice to Proceed (Section 00850).
 - b. Project Certification Page (Section 00102).
 - c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
5. Five percent (5%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.
7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.
8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. **INDEMNIFICATION FROM THIRD PARTY CLAIMS.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from

and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.
11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
 - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).
 - B. ~~The City and the Contractor agree to comply with all provisions of the Davis-Bacon Federal Prevailing Wage Act, and related labor requirements and regulations and the Federal Wage Determination for this Project.~~
 - C. ~~Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American-made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).~~
 - D. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to

SECTION 00600

Page 4 of 6

such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

CONSENT DECREE RELATING TO THE PROJECT

14. ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

☐ CITY ☐ CONTRACTOR

- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United

States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

S.E.S Builders
Contractor

By: Shawn Thomas
Signature

Shawn Thomas SR
Printed Name

President
Title

08/31/2020
Date

SECTION 00600

Page 6 of 6

THE CITY AGREES:

15. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$59,892.86

CITY OF DUBUQUE, IOWA:

Engineering
Department
By: [Signature]
Signature
Gus Psichos
Printed Name
City Engineer
Title
9-2-2020
Date

CONTRACTOR:

S&S Builders
Contractor
By: [Signature]
Signature
Shawn Thomas SR
Printed Name
President
Title
08/31/2020
Date

==== END OF SECTION 00500 ====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND**SECTION 00600**

KNOW ALL BY THESE PRESENTS:

That we, Sealmaster Foam D/B/A S&S Builders, as Principal (hereinafter the "Contractor" or "Principal") and IMT Insurance Company, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Fifty-nine thousand, eight hundred ninety-two and eighty-six cents (\$59,892.86), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 28th day of August 2020, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract Documents for 2020 Asphalt Overlay Ramp Project 3B detail the following described improvements:

Reconstruction of 20 pedestrian access ramps on Hillcrest Road, Admiral Street and Aurora Street in conjunction with the Public Works 2020 Asphalt Overlay Program.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit: *

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the

SECTION 00600

Page 2 of 4

claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

SECTION 00600

Page 4 of 4

Project No. _____

Witness our hands, in triplicate, this 31st day of August, 2020.

SURETY COUNTERSIGNED BY:

[Signature]
Signature of Agent

John E. Goodman

Printed Name of Agent

2774 University Ave

Company Address

Dubuque IA 52001

City, State, Zip Code

563-5563232

Company Telephone Number

PRINCIPAL:

Sealmaster Foam d/b/a S&S Builders

Contractor

By: [Signature]
Signature

Shawn Morrison
Printed Name

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

==== END OF SECTION 00600 ====

Title

FORM APPROVED BY:

[Signature]
Representative for Owner

SURETY:

IMT Insurance Company

Surety Company

By: [Signature]
Signature Attorney-in-Fact Officer

John E. Goodman

Printed Name of Attorney-in-Fact Officer

IMT Insurance Company

Company Name

P O Box 1336

Company Address

Des Moines, IA 50306

City, State, Zip Code

800-274-3531

Company Telephone Number





POWER OF ATTORNEY

No. 99106

Notice: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

John E. Goodman and Barton P. Brown

of Dubuque and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Three Million and No/100 (\$3,000,000.00) Dollars

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 29th day of May, 2020.

IMT Insurance Company

Sean Kennedy

Sean Kennedy, President

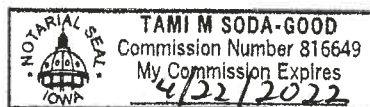
WARNING: THIS POWER IS INVALID IF NOT PRINTED WITH RED BORDER AND RED LOGO.

STATE OF IOWA }
COUNTY OF DALLAS }

ss:

On this 29th day of May, 2020, before me appeared Richard Keith, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Tami M. Soda-Good

Notary Public, Dallas County, Iowa

CERTIFICATE

I, Dalene Holland, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 31st day of August, 2020.

Dalene H. Holland

Dalene Holland, Secretary

**City of Dubuque
City Council Meeting**

Consent Items # 23.

ITEM TITLE: Alcohol and Tobacco License Applications

SUMMARY: City Manager recommending approval of annual liquor, beer, wine and tobacco license applications as submitted.

RESOLUTION Approving applications for beer, liquor, and/or wine permits, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits

RESOLUTION Approving applications for retail cigarette/tobacco sales/nicotine/vapor permits, as required by Iowa Code Chapter 453A.47A

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

ATTACHMENTS:

Description	Type
Liquor License Renewals-MVM Memo	City Manager Memo
Staff Memo	Staff Memo
9-21-20 Liq. Resolution	Resolutions
9-21-20 Tobacco Resolution	Resolutions

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Liquor License Renewal for the following:

- Driftless Catering, LLC, 168 East 10th Street
- Dubuque Home Designs, LLC, 2490 Meinen Court
- EZ Stop II, 700 Rhomberg Avenue
- Phillips 66/Arby's, 10 South Main Street
- Southend Tap, 55 Locust Street

DATE: September 11, 2020

Chief of Police Mark Dalsing recommends approval of the annual liquor license renewal for the businesses of Driftless Catering, LLC, 168 East 10th Street; Dubuque Home Designs, LLC, 2490 Meinen Court; EZ Stop II, 700 Rhomberg Avenue; Phillips 66/Arby's, 10 South Main Street; and Southend Tap, 55 Locust Street.

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


Michael C. Van Milligen

MCVM:jh
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodmann, Assistant City Manager
Cori Burbach, Assistant City Manager
Mark Dalsing, Chief of Police

MEMORANDUM

DATE: September 11, 2020

TO: Michael C. Van Milligen
City Manager

FROM: Mark Dalsing
Chief of Police

RE: Liquor License Renewal for the following:

- Driftless Catering, LLC, 168 East 10th Street
- Dubuque Home Designs, LLC, 2490 Meinen Court
- EZ Stop II, 700 Rhomberg Avenue
- Phillips 66/Arby's, 10 South Main Street
- Southend Tap, 55 Locust Street

INTRODUCTION

The purpose of this memorandum is to recommend the annual renewal of the above liquor license establishments and to highlight the calls for service related to incidences of disturbances, crimes against persons, crimes against property, and public morals occurring at the business since the last liquor license renewal.

BACKGROUND

Regarding the listed establishments, the following is a summary of activity since their last renewal. The following key provides a brief description of those calls for service displaying four areas of concern.

Disturbances	Includes physical fighting, verbal arguments, loud music and/or subjects and all other disorderly behavior not already listed
Crimes Against Persons	Includes Assault and Harassment
Crimes Against Property	Includes Burglary, Criminal Mischief and Theft
Public Morals	Includes Public Intoxication and Possession of Controlled Substances

DISCUSSION

Driftless Catering, LLC, 168 East 10th Street

Since the last renewal date there have been no calls for service to the establishment. There were no disturbances, no crimes against persons, no crimes against property, and no public morals calls. Additionally, there were no individual violations and no violations against the business.

Dubuque Home Designs, LLC, 2490 Meinen Court

Since the last renewal date there have been no calls for service to the establishment. There were no disturbances, no crimes against persons, no crimes against property, and no public morals calls. Additionally, there were no individual violations and no violations against the business.

EZ Stop II, 700 Rhomberg Avenue

Since the last renewal date there have been seven calls for service to the establishment. There were three disturbances, one crime against persons, two crimes against property, and one public morals call. Additionally, there was one individual violation and one violation against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2019-008837	Selling Alcohol to a Minor	Report Taken
2019-074349	Disturbance	Handled by Officer
2019-075570	Harassment	Handled by Officer
2019-081254	Disturbance	Handled by Officer
2020-002539	Theft	Report Taken
2020-028953	Disturbance	Handled by Officer
2020-031597	Theft	Handled by Officer

Phillips 66/Arby's, 10 South Main Street

Since the last renewal date there has been one call for service to the establishment. There were no disturbances, no crimes against persons, one crime against property, and no public morals calls. Additionally, there were no individual violations and no violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2020-001076	Theft	Report Taken

Southend Tap, 55 Locust Street

Since the last renewal date there has been one call for service to the establishment. There were no disturbances, no crimes against persons, no crimes against property, and one public morals call. Additionally, there was one individual violation and no violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2019-009581	Public Intoxication – alcohol	Report Taken

RECOMMENDATION

Based upon a review of the above businesses, we would recommend approval of the annual liquor license for Driftless Catering, LLC, 168 East 10th Street; Dubuque Home Designs, LLC, 2490 Meinen Court; EZ Stop II, 700 Rhomberg Avenue; Phillips 66/Arby's, 10 South Main Street and Southend Tap, 55 Locust Street.

ACTION REQUESTED

Action requested is for City Council consideration to approve the liquor license renewal for Driftless Catering, LLC, 168 East 10th Street; Dubuque Home Designs, LLC, 2490 Meinen Court; EZ Stop II, 700 Rhomberg Avenue; Phillips 66/Arby's, 10 South Main Street and Southend Tap, 55 Locust Street.

cc: Crenna Brumwell, City Attorney
Kevin Firnstahl, City Clerk

RESOLUTION NO.

APPROVING APPLICATIONS FOR BEER, LIQUOR, AND/OR WINE PERMITS, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS

Whereas, applications for Beer, Liquor, and or Wine Permits have been submitted and filed with the City Council for approval and the same have been examined and approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City and the applicants have filed the proper fees and bonds and otherwise complied with the requirements of the Code of Ordinances.

Renewals		
Southend Tap	55 Locust St	Class C Liquor (Sunday)
Driftless Catering, LLC	168 East 10th St.	Class C Liquor (Sunday)
Dubuque Home Designs, LLC	2490 Meinen Ct.	Class B Native Wine
EZ STOP II	700 Rhomberg Ave.	Class E Liquor, Class B Wine, Class C Beer (Sunday)
Phillips 66/Arby's	10 South Main St.	Class C Beer (Sunday)
6 Months		
BustinAxe Throwing Range	576 Central Ave.	Special Class C Liquor (Sunday)
New		
Hy-Vee C-Store #3	300 S. Locust St.	Class E Liquor, Class B Wine, Class C Beer (Sunday)
Fuel Express Food Mart	250 W 1st St.	Class C Beer, Class B Wine
Boaz BBQ	1689 Elm St.	Special Class C Liquor (Outdoor)
Big 10 Mart #11	3300 Asbury Rd.	Class E Liquor, Class B Wine, Class C Beer (Sunday)
Big 10 Mart #12	405 Rhomberg Ave.	Class E Liquor, Class B Wine, Class C Beer (Sunday)
Gino's East Dubuque	333 E 10th St.	Class C Liquor (Outdoor) (Sunday)

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the noted permit types to the following applicants pending submission of the locally required documentation:

[Signature page follows]

Passed, approved, and adopted this 21st day of September 2020.

Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl, City Clerk

RESOLUTION NO.

**APPROVING APPLICATIONS FOR RETAIL CIGARETTE / TOBACCO SALES /
NICOTINE / VAPOR PERMITS, AS REQUIRED BY IOWA CODE 453A.47A**

Whereas, applications for Cigarette/Tobacco Sales have been submitted and filed with the City Council for approval and the same have been examined and approved; and

Whereas, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City and the applicants have filed the proper fees and otherwise complied with the requirements of the Code of Ordinances.

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

Business Name	Business Address
Fuel Express Food Mart inc.	250 West 1 st Street

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for cigarette/tobacco sales permit.

Passed, approved, and adopted this 21st day of September 2020.

Attest:

Roy D Buol, Mayor

Kevin S. Firnstahl, City Clerk

City of Dubuque City Council Meeting

Items to be set for Public Hearing # 1.

ITEM TITLE: Gardens of Dubuque - Development Agreement

SUMMARY: City Manager recommending that the City Council schedule a public hearing for September 28, 2020 regarding a Development Agreement with Gardens of Dubuque, LLC for development of property located at 1895 Radford Road.

RESOLUTION Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Gardens of Dubuque, LLC including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto and providing for the publication of notice thereof

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for September 28, 2020 Suggested Disposition:

ATTACHMENTS:

Description	Type
Gardens of Dubuque Development Agreement-MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Notice of Hearing	Supporting Documentation
Resolution Setting Public Hearing	Resolutions
Development Agreement	Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Gardens of Dubuque, LLC - Development Agreement for Multi-Residential Facility at 1895 Radford Road

DATE: September 17, 2020

Economic Development Director Jill Connors requests the City Council schedule a public hearing for September 28, 2020 regarding a Development Agreement with Gardens of Dubuque, LLC for development of property located at 1895 Radford Road.

The Development Agreement provides for 15 years of Tax Increment Finance (TIF) rebates of property tax increases, for an estimated total of \$1.1 million to encourage the \$10 million development of the property.

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


Michael C. Van Milligen

MCVM:jh
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodmann, Assistant City Manager
Cori Burbach, Assistant City Manager
Jill M. Connors, Economic Development Director



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

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Gardens of Dubuque, LLC – Development Agreement for Multi-Residential Facility at 1895 Radford Road

DATE: September 9, 2020

INTRODUCTION

This memorandum is a request for the City Council to set a public hearing September 28, 2020 on entering into a Development Agreement for development of the property located at 1895 Radford Road.

BACKGROUND

Gardens of Dubuque, LLC, managed by Tony Krsnich, approached City staff in 2018 to begin discussions on the creation of a 50-unit affordable/mixed-income residential development on the West End of Dubuque. The housing developer was in the process of applying to the State of Iowa for Affordable Housing Tax Credits. They have since been awarded the credits and are now working to finalize their funding and financing package in order to secure a loan for the project.

Tony Krsnich is the founder and CEO of Flint Hills Holdings Group, LLC based in Kansas City. FHHG specializes in historic preservation and mixed-income housing, emphasizing the incorporation of arts and entrepreneurship within the projects. FHHG is currently working in Kansas, Missouri, and Iowa.

Mr. Krsnich began his career in the real estate business in 2007 working as a development associate and was exposed to numerous development types. He has been the lead developer on over a dozen projects in Kansas and Missouri, including 3 national award winners.

DISCUSSION

The Developer, Gardens of Dubuque, LLC, is proposing to build a 50-unit mixed-income housing facility along Radford Road, between Wolff Road and Carver Drive. The building will be three stories with a surface parking lot and a small playground. A mix of one-, two-, and three-bedroom units will be available with a range of affordable rents based on county median income and the affordable housing tax credit program.

The property will be purchased by the Developer and has already been zoned to accommodate the multi-residential project.

In order to cash flow this project that meets a housing need in Dubuque, the project will take on a private loan at closing, the beginning of the construction period. Multi-residential loans are typically underwritten such that projects must maintain enough income to support the required debt service. The project is also being assisted with Affordable Housing Tax Credits and a permanent mortgage.

It is appropriate to consider this property as part of the City of Dubuque's Urban Renewal Program. The current property is vacant and therefore under-utilized. It had been zoned Industrial and had been for sale for many years with no activity. A better use for the property would be for multi-residential use which is commonly proposed as a buffer between institutional uses, such as schools, and higher intensity uses. The property was, therefore, "downzoned" to a more appropriate use for the 50-unit affordable housing development.

There will be significant positive impact from the proposed development. The new housing development will provide much needed affordable housing in an area of town where currently none exists. It will also provide a buffer from the industrial uses on properties adjacent to the south and the Eleanor Roosevelt Middle School adjacent to the north. A neighborhood meeting was held in August 2019 where the Developer discussed the development and answered questions the neighbors had. The developer received positive feedback from the neighbors.

Without the support of the City of Dubuque, the proposed project would not be financially feasible.

The proposed Development Agreement provides for 15 years of Tax Increment Finance (TIF) rebates of property tax increases, for an estimated total of \$1.1 million to encourage the \$10 million development of the property.

RECOMMENDATION/ ACTION STEP

Based on the critical need for affordable housing in the community, in particular on the West End, I recommend the City Council adopts the attached resolution to set a public hearing on the attached Development Agreement between the City of Dubuque and Gardens of Dubuque, LLC.

NOTICE OF A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND GARDENS OF DUBUQUE, LLC FOR THE DEVELOPMENT OF PROPERTY AT 1895 RADFORD ROAD, INCLUDING THE PROPOSED AUTHORIZATION OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa, will hold a public hearing on the 28th day of September, 2020, at 6:30 p.m. Due to the ongoing COVID-19 pandemic, the City Council will meet virtually through GoToMeeting. The official agenda will be posted on Friday, September 25, 2020 and will contain listening, viewing, and public input options. The City Council agenda can be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org. At said meeting the City Council proposes to take action on the authorization and execution of the Development Agreement, and on the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Radford Road Urban Renewal District, consisting of the funding of economic development grants to Gardens of Dubuque, LLC, under the terms and conditions of said Development Agreement and the Urban Renewal Plan for the Radford Road Urban Renewal District. The aggregate amount of the Urban Renewal Tax Increment Revenue Grant Obligations cannot be determined at the present time, but is not expected to exceed \$1,140,000.

At the meeting, the City Council will receive oral and written objections from any resident or property owner of said City to the above action. After all objections have been received and considered, the City Council may at this meeting or at any adjournment thereof, approve the Development Agreement, and authorize such Tax Increment Revenue Grant Obligations or abandon the proposal. By order of the City Council said hearing and appeals therefrom shall be held in accordance with and governed by the provisions of Iowa Code Section 403.9.

This notice is given by order of the City Council of the City of Dubuque, Iowa, as provided by Iowa Code Chapter 403.

Dated this 21st day of September 2020.

Kevin S. Firnstahl
City Clerk of Dubuque, Iowa

Prepared by/Return to: Jill Connors, Economic Development. 50 W. 13th Street, Dubuque IA 52001, 563 589-4393

RESOLUTION NO. ____-20

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND GARDENS OF DUBUQUE, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

WHEREAS, City and Gardens of Dubuque, LLC have entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W. 13th Street, Dubuque, Iowa for the development of property located at 1895 Radford Road; and

WHEREAS, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement, with Gardens of Dubuque, LLC; and

WHEREAS, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403 pursuant to the Development Agreement; and

WHEREAS, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to

be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 28th day of September, 2020, at 6:30 o'clock p.m.. Due to the ongoing COVID-19 pandemic, the City Council will meet virtually through GoToMeeting. The official agenda will be posted on Friday, September 25, 2020 and will contain listening, viewing, and public input options. The City Council agenda can be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with Gardens of Dubuque, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Radford Road Urban Renewal District, consisting of the funding of economic developments grants to Gardens of Dubuque, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately \$1,140,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved and adopted this 21st day of September, 2020.

Roy D. Buol, Mayor

Attest:

Kevin Firnstahl, City Clerk

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA,
AND
GARDENS OF DUBUQUE, LLC**

THIS DEVELOPMENT AGREEMENT (Agreement) dated for reference purposes the ____ day of _____, 2020 is made and entered into by and between the City of Dubuque, Iowa (City) and Gardens Of Dubuque, LLC, an Iowa limited liability company (Developer).

WHEREAS, Developer will be as of the Closing the owner of the following described real estate (the Property):

**LOT 1 OF LOT 1 OF WOLFF PLACE NO. 2 IN THE CITY OF DUBUQUE, IOWA,
according to the recorded plats thereof**

locally known as 1895 Radford Road; and

WHEREAS, the Property is located in the Radford Road Urban Renewal District (the District) which has been so designated by City Council Resolution ____-20 as an economic development area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will undertake the development of a multi-residential building located on the Property and will be operating the same during the term of this Agreement; and

WHEREAS, Developer will make a capital investment in building improvements, equipment, furniture and fixtures in the Property (Project); and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on _____, 2020, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

(1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit A.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(8) As of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Radford Road Urban Renewal Plan, approved by City Council of City on _____, 2020, attached as Exhibit E (the Urban Renewal Plan). A copy of the Urban Renewal Plan, as constituted on the date of this Agreement and in the form attached hereto.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties that to the best of Developer's knowledge:

(1) Developer is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to the City, at time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations.

(6) Developer will use its best efforts to obtain, or cause to be obtained, in a

timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Closing Date.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 30th day of September, 2020, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 30th day of December, 2020. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving of notice of termination by Developer to City, this Agreement shall be deemed null and void.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as the reasonable judgment of the City requires.

(5) Developer's counsel shall issue a legal opinion to the City confirming the representations contained herein in the form attached hereto as Exhibit B.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately Ten Million Dollars (\$10,000,000.00) to improve the Property (the Minimum Improvements). The Minimum Improvements shall consist of the creation of fifty (50) housing units.

2.2 [This section intentionally left blank]

2.3 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.4 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be commenced within thirty (30) days after the Closing Date and shall be substantially completed by December 31, 2022. The time frames for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, pandemic or other similar health crisis impacting normal development operations or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.5 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying in the form attached as Exhibit F. Such certification (the Certificate of Completion) shall be in recordable form and shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement.

SECTION 3. CITY PARTICIPATION

3.1 This section intentionally left blank.

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

November 1, 2023	May 1, 2024
November 1, 2024	May 1, 2025
November 1, 2025	May 1, 2026
November 1, 2026	May 1, 2027
November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to the actual amount of tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Property and Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the assessed value of the Property above the assessment of January 1, 2019 (\$199,500.00). Developer recognizes and agrees that the Economic Development Grants shall be paid solely and only from the incremental taxes collected by City in respect to the Property and Minimum Improvements, which does not include property taxes collected for the payment of bonds and interest of each taxing district, and taxes for the regular and voter-approved physical plant and equipment levy, instructional support levy, and any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.3 To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2021, its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until and including January 1, 2036, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City so certifies in December, 2022, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2023, and May 1, 2024.)

3.4 The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the Gardens TIF Account of City. City hereby covenants and agrees to maintain its TIF ordinance in force during the term hereof and to apply the incremental taxes collected in respect of the Minimum Improvements and allocated to the Gardens TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.2 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues, or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the Gardens TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

3.5 City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.2 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

(1) Non-appropriation/Limited Source of Funding. Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grant shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit under the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council as provided in this Section 3.5(1). City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid to Developer in the next fiscal year under this Agreement. Such resolution shall be considered for adoption by the City Council at a public hearing

held on or before December 1st of any year and notice of such hearing shall be given to Developer at least 30 days prior to the hearing. The resolution shall be approved by not less than a majority of the total number of members to which the City Council is entitled. Developer and all other persons having an interest in the matter shall be given an opportunity to be heard at such hearing and prior to the adoption of such resolution.

(a) In the event the City Council elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grant due and payable in that fiscal year, then: i) City shall have no further obligation to Developer for the payment of all installments due in the next fiscal year which cannot be paid with the funds then appropriated for that purpose; and, ii) Developer shall be released from all further obligations under this Agreement during that same fiscal year.

(b) Each installment of the Economic Development Grant shall be paid by City solely from funds appropriated for that purpose by the City Council from taxes levied on the Property that are allocated to the special fund pursuant to Iowa Code §403.19(2).

(c) The right of non-appropriation reserved to City in this Section 3.5(1) is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

SECTION 4. COVENANTS OF DEVELOPER

4.1. Operation of Development Property; Housing Vouchers. For and in consideration of the incentives offered under this Agreement, during the operation of the Development Property as a rental residential property, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective

tenants. Developer shall not deny any tenant a lease based solely on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 4.1 shall survive the termination of this Agreement. If Developer, or Developer's successors or assigns violates the requirements of this Section 4.1 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

4.2 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

4.3 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

4.4 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Development Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

4.5 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the building (including Minimum Improvements) replacement value when construction is completed, naming City as an additional insured and loss payee. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the building

(including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement value of the building (including the Minimum Improvements), naming City as loss payee. Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

(3) The term "replacement value" shall mean the actual replacement cost of the building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(4) Developer shall notify City immediately in the case of damage exceeding \$50,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

4.6 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

4.7 Non-Discrimination. In carrying out the project, Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability.

4.8 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely

upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

4.9 Non-Transferability.

During the Term of this Agreement, this Agreement may not be assigned by Developer nor may any portion of the Property be sold or otherwise transferred by Developer without the prior written consent of City in City's sole discretion. City has no obligation to consent to any assignment or sale. Notwithstanding the language in this Paragraph 4.9, Developer shall be permitted to assign to any affiliate of the Developer, who is under common control, without the consent of the City, so long as such affiliate agrees to be bound by all of the terms and conditions of this Agreement and the Developer provides notification of such assignment in writing to the City.

4.10 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than residential property and to be taxed as such under Iowa law.

4.11 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a residential housing condominium association, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identify, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

4.12 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 5. EVENTS OF DEFAULT AND REMEDIES.

5.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.
- (2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.
- (3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.
- (4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

Notwithstanding to the contrary contained herein, Developer's Investor Member shall have the right, but not the obligation, to cure an Event of Default hereunder and the City agrees to accept such cure as if provided by Developer itself.

5.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, subject to any applicable notice and/or cure period, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from Developer deemed adequate by City, in its reasonable judgment, that the Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) City may withhold the Certificate of Completion; or
- (4) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this

Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

5.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

5.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

5.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

5.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend its performance under this Agreement until it receives assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 6. GENERAL TERMS AND PROVISIONS.

6.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Gardens of Dubuque, LLC
Anthony Krsnich, Manager
7301 Mission Rd., Suite 326
Prairie Village, KS 66208

With copy to: S. Shawn Whitney, Partner
Spencer Fane, LLP
2144 E. Republic Road, Suite B300
Springfield, MO 65804

With copy to: Red Stone Equity Partners, LLC
Attn: President and General Counsel
1100 Superior Avenue, Suite 1640
Cleveland, OH 44114

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

Or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

6.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

6.3 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2037 (the Termination Date).

6.4. Execution By Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine or electronic transmission. The parties intend that the faxed or electronic transmission signatures constitute original signatures and that a faxed or electronically transmitted Agreement containing the signatures (original, faxed or electronically transmitted) of all the parties is binding on the parties.

6.5 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed on or as of the first above written.

CITY OF DUBUQUE, IOWA

By _____
Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl
City Clerk

GARDENS OF DUBUQUE, LLC

By  _____
Anthony Krsnich, Manager

(City Seal)

STATE OF IOWA)
)
COUNTY OF DUBUQUE) SS

On this _____ day of _____ 20__, before me the undersigned, a Notary Public in and for the said County and State, personally appeared Roy D. Buol and Kevin S. Firnstahl, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dubuque, Iowa, a municipal corporation executing the instrument to which this is attached; that the seal affixed hereto is the seal of said municipal corporation; that said instrument was signed and sealed on behalf of the City of Dubuque, Iowa, by authority of its City Council; and that said Mayor and City Clerk acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

Notary Public

STATE OF IOWA KANSAS)
 Johnson)
COUNTY OF DUBUQUE) SS

On this 17 day of September 2020, before me the undersigned, a Notary Public in and for the State of Kansas, personally appeared Anthony Krsnich, to me personally known, who, being by me duly sworn, did say that he is the Manager of Gardens of Dubuque, LLC, the Iowa limited liability company executing the instrument to which this is attached and that as said Manager of Gardens of Dubuque, LLC acknowledges the execution of said instrument to be the voluntary act and deed of said company, by it and by him, an individual, voluntarily executed.


Notary Public

MARCIA L. WALTERS Notary Public - State of Kansas My Appt. Expires <u>3-1-2022</u>

LIST OF EXHIBITS

- EXHIBIT A – City Attorney Certificate
- EXHIBIT B – Opinion of Developer Counsel
- EXHIBIT C – City Certificate
- EXHIBIT D – Memorandum of Development Agreement
- EXHIBIT E – Urban Renewal Plan
- EXHIBIT F – Certificate of Completion

City of Dubuque City Council Meeting

Items to be set for Public Hearing # 2.

ITEM TITLE: Intent to Dispose of Property at 2320 Jackson Street
SUMMARY: City Manager recommending that the City Council set a public hearing for October 5, 2020, for the purpose of disposing of City-owned real property located at 2320 Jackson Street to Michael R. Taylor.

RESOLUTION Intent to dispose of an interest in City of Dubuque real estate to Michael R. Taylor, setting a time and place for hearing, and providing for the publication of notice thereof
SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for October 5, 2020
Suggested Disposition:

ATTACHMENTS:

Description

2320 Jackson Street Sale-MVM Memo
Staff Memo
Resolution
Notice of Public Hearing
Purchase Agreement

Type

City Manager Memo
Staff Memo
Resolutions
Supporting Documentation
Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Sale of City-Owned Property at 2320 Jackson Street

DATE: September 15, 2020

Housing and Community Development Director Alexis Steger requests the City Council set a public hearing for October 5, 2020, for the purpose of disposing of City-owned real property located at 2320 Jackson Street to Michael R. Taylor for the purchase price of \$135,600. A \$25,000, 0% interest loan will be made available to the buyer to assist with down payment, closing costs, other related costs, or simply by reducing the 1st mortgage with tax increment financing funds. This loan will be due on sale of the property or when it is no longer his principal place of residence.

Financing to Mr. Taylor will be provided through a first mortgage from Dubuque Bank and Trust.

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


Michael C. Van Milligen

MCVM:jh
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodmann, Assistant City Manager
Cori Burbach, Assistant City Manager
Alexis M. Steger, Housing and Community Development Director



TO: Michael C. Van Milligen, City Manager
FROM: Alexis M. Steger, Housing and Community Development Director
SUBJECT: Sale of City-owned property at 2320 Jackson Street
DATE: September 10, 2020

Introduction

The purpose of this memorandum is to request the City Council to set a Public Hearing for the purpose of disposing of City-owned real property located at 2320 Jackson Street.

Background

On June 15, 2020, City Council accepted the deeds of the two remaining properties owned by Dubuque's True North Corporation. Those properties are 2033 Washington Street and 2320 Jackson Street. 2033 Washington was sold in July 2020. The Housing and Community Development Department will continue the True North Residential Rehabilitation Program similar to the Purchase/Rehab/Resale Program that the Department has been running for years.

As part of continued efforts to rehab blighted properties, Dubuque's True North Corporation purchased the property located at 2320 Jackson Street in January 2019, from DRP LLC., for \$23,000. This block has several other rehabilitated houses, but this lot is the largest. This property will have 3 bedrooms, 2 bath and an open floor plan on the main level.

Total costs for rehabilitation was approximately \$269,267, plus the acquisition cost of \$23,000 bringing the City's investment total to approximately \$292,267.

Discussion

This property was identified to have great potential to rehabilitate and sell it to an income-qualifying household under 80% median income. The City strives to provide affordable homeownership opportunities throughout the City of Dubuque. It offers increased housing choice for an income qualified buyer, as cited in the Voluntary Compliance Agreement (VCA) findings.

An offer has been made by Michael R. Taylor to purchase the property at 2320 Jackson Street for \$136,500. A \$25,000, 0% interest loan will be made available to the buyers to assist with down payment, closing costs, other related costs, or simply by reducing the 1st mortgage with tax increment financing funds. This loan will be due on sale of the

property or when it is no longer their principal place of residence. Revenue from the sale of this property will go back to the original funding source which is Tax Increment Financing (TIF) 3602766-54104.

Financing to Michael R. Taylor will be provided through a first mortgage from Dubuque Bank and Trust.

This sale/rehabilitation will maintain owner occupied housing in the neighborhood and increase the tax base. Additionally, it meets the Voluntary Compliance Agreement (VCA) objectives of increasing homeownership opportunities for low-moderate income households throughout the City of Dubuque.

Recommendation

I respectfully request the City Council approve the attached resolution, declaring the City's intent to dispose of the property and set the date for the public hearing to receive comments on the proposed sale.

Prepared by: Kris Neyen, Rehabilitation Programs Supervisor

RESOLUTION NO. _____ - 20

**INTENT TO DISPOSE OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE TO
MICHAEL R. TAYLOR, SETTING A TIME AND PLACE FOR HEARING, AND
PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

WHEREAS, the City of Dubuque, Iowa (City) owns 2320 Jackson Street (the Property) legally described as:

Lot 65 in L.H. Langworthy's Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

and

WHEREAS, City acquired the Property from Dubuque's True North Corporation as a vacant property for the purpose of its restoration and re-sale for owner-occupied housing; and

WHEREAS, City received an offer to purchase the property from Michael R. Taylor; and

WHEREAS, by accepting the selected offer the City's objectives of providing homeownership to an income qualified buyer and rehabilitation of a vacated home can be realized and is consistent with the City goal of creating opportunities for affordable home ownership.

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

Section 1. That the City of Dubuque, Iowa, proposes to dispose of its interest in the above described real estate to Michael R. Taylor for the sum of \$136,500.00.

Section 2. That the City Council shall conduct a public hearing on the proposed disposition of real estate in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa on the 5th day of October, 2020 beginning at 6:30 p.m.

Section 3. That the City Clerk be and is hereby authorized and directed to publish notice of the public hearing in the form attached hereto, according to law.

Passed, approved and adopted this _____ day of _____, 2020.

Roy D. Buol, Mayor

ATTEST:

Kevin S. Fimstahl, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa, will hold a public hearing on the 5th day of October 2020, at 6:30 p.m. and conducted virtually, at which meeting the City Council proposes to dispose of an interest in the following described real property by sale to Michael R. Taylor:

Lot 65 in L.H. Langworthy's Addition in the City of Dubuque, Iowa, according to the recorded plat thereof.

Locally known as 2320 Jackson Street.

Due to the ongoing COVID-19 pandemic, the City Council will meet virtually through GoToMeeting. The official agenda will be posted on _____, 2020 and will contain location, listening, viewing, and public input options. The City Council agenda can be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/>. At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action.

Copies of supporting documents for the public hearing are on file in the City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, Iowa, and may be viewed during normal working hours. Agendas can be accessed at <https://www.cityofdubuque.org/Agendas>.

Written comments regarding the above public hearing should be submitted to the City Clerk's Office, 50 W. 13th St., Dubuque, IA 52001, ctyclerk@cityofdubuque.org, on or before said time of public hearing.

Individuals with limited English proficiency, vision, hearing or speech impairments or requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD/TTY (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Dated this _____ day of _____, 2020.

Kevin S. Firnstahl, CMC, City Clerk



PURCHASE CONTRACT

THIS IS A LEGAL BINDING DOCUMENT. IF NOT UNDERSTOOD SEEK LEGAL ADVICE

DATE OF OFFER 08/31/2020

AGENCY RELATIONSHIP NOTIFICATION/CONFIRMATION

1. This document is prepared by: Ruhl & Ruhl Realtors Karl Dolter AS AGENT FOR
firm name/agent name
2. (Check one) ☐ Seller Exclusively ☒ Buyer Exclusively ☐ Both Buyer and Seller (Dual Agency),
3. or _____.
4. Buyer and Seller confirm that written disclosures of agency representation were provided to them, they understand
5. who is representing them and the disclosures were provided prior to signing this Offer For Real Estate.

6. DOCUMENTS ATTACHED TO THIS PURCHASE CONTRACT

7. ☐ Dual Agency Consent Agreement
8. ☒ Lead Base Paint Disclosure ☒ Seller Disclosure of Property Condition
9. ☒ Inspection Addendum ☐ Sale Contingency
10. ☐ Addendum to Purchase ☐ Rental Addendum
11. ☐ IL Radon Disclosure ☐ Other Documents/Attachments/Legal Description: _____
12. _____

13. OFFER TO: City of Dubuque (herein designated as SELLER)

Seller Names

14. The undersigned Michael Taylor (herein designated as BUYER)

Buyer names

15. Hereby propose to purchase your property known as: 2320 Jackson Street Dubuque
Address City

16. IA 52001 Parcel #(s) 1013459006
State ZIP

17. and agrees to pay you the sum of: See competing offer clause

18. \$136,500 as follows: \$1,000 earnest money to be held in trust by (select one) ☒ Listing Broker,
19. or, ☐ other _____ Earnest money shall be
20. increased to \$ _____ within _____ days of acceptance and again held in trust as previously agreed. In the event of
21. satisfaction of both Buyer and Seller contingencies herein, the earnest money deposits and balance of the purchase price shall be
22. delivered to Seller at settlement. In the event either Buyer or Sellers' contingencies or obligations herein are not satisfied, the
23. earnest money shall be distributed in accordance with the paragraph entitled "Remedies of the Parties".
24. ALL USUAL COSTS INCURRED IN SECURING SUCH MORTGAGE SHALL BE PAID BY THE BUYER EXCEPT: SELLER TO PAY UP TO
25. \$0 TOWARD BUYERS CLOSING COSTS AND PREPAID ITEMS.

26. OTHER TERMS/CONTINGENCIES _____

27. The Purchase Price is be paid as follows: (Check the Appropriate Box(s))

28. ☐ CASH to be paid on settlement date. This offer is not contingent upon Buyer obtaining financing. Seller has
29. right to receive immediate verification of funds. ☐ Seller ☐ Buyer is responsible for settlement fee.

30. Terms as follows: _____

31. ☒ FINANCING This contract is contingent upon the Buyer obtaining a written commitment for financing with
32. terms as provided in lines 39-41 of this contract.

33. ☒ Conventional ☐ Conventional Insured

34. ☐ FHA ☐ VA

35. ☐ Land Contract (terms as follows) _____

36. ☐ OTHER _____

37. If Buyer provides written proof Buyer is unable to obtain financing, this contract is terminated and earnest
38. money returned.

39. DOWNPAYMENT 20 (%) percent (or) \$ _____ INTEREST RATE not to exceed: 4 % per annum

40. TERM OF MORTGAGE/LOAN 30 years. DATE FOR FINANCING CONTINGENCY RELEASE: 09/30/2020 Or

41. Within _____ days after _____.

42. If Buyer does not make timely delivery of said contingency release, then Seller may terminate this offer by written
43. notice to Buyer.

44. PRE-APPROVAL LETTER (check one) ☒ attached ☐ delivered by _____ ☐ Other _____

BUYER INITIAL MT INITIAL _____ SELLER INITIAL KD INITIAL _____
08/31/20 5:49 PM CDT dotloop verified 08/31/20 5:52 PM CDT dotloop verified

PROPERTY 2320 Jackson St. Dubuque, IA 52001

Address

City

State

ZIP

45. Broker may continue to offer and show the property for sale and Seller may accept backup offers until settlement.

46. SETTLEMENT. Settlement shall occur and legal possession shall be given on or before Date: 10/16/2020 Or,

47. Within ____ days after the _____.

48. OCCUPANCY. Occupancy shall be given to Buyer (choose one) ☒ at settlement, or ☐ Date: _____.

49. THIS AGREEMENT IS ALSO SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

50. TRUST PAYMENTS. It is agreed that at time of settlement, funds, up to the purchase price, received from the

51. Buyer and/or Buyer's lender may be used to pay taxes, other liens and expenses associated with this

52. transaction, same to be handled under the supervision of the Listing Broker so as to produce marketable title.

53. Seller hereby appoints the Listing Broker, escrow company or lender to receive such funds and make such

54. payments and disbursements.

55. REAL ESTATE TAXES, SPECIAL ASSESSMENTS, AND CHARGES

56. Unless otherwise agreed to in writing, all Real Estate taxes due and payable prior to and including the settlement date will

57. be paid by the Seller. Any taxes that cannot be paid to the Treasurer at the time of settlement will be pro-rated between the

58. Seller and the Buyer. Any such pro-rates will be based on current millage rates, current roll backs, and current assessed

59. values as certified by the appropriate taxing authority. All Real Estate Taxes due and payable after the settlement date will

60. be paid by the Buyer. All special assessments that constitute a lien at the time of settlement of this offer are to be paid

61. by Seller. All charges for solid waste removal, utilities, and assessments for maintenance attributable to Seller's

62. possession are to be paid by Seller. All liens caused by Seller(s) ownership, such as mechanics liens, mowing, snow

63. removal, etc. are to be paid by Seller. All subsequent taxes and special assessments are to be paid by Buyer. Interest, rents,

64. homeowners' association dues and assessments, unused fuels, and other appropriate charges shall be prorated as of

65. the date of settlement. Accrued income and expenses, including taxes for the day of closing, shall accrue to the

66. Seller.

67. INSURANCE. Seller shall bear the risk of loss or damage to property prior to settlement or possession, whichever

68. first occurs. Seller agrees to maintain existing insurance, and Buyer may purchase additional insurance. In the

69. event of damage to the property prior to settlement in an amount of not more than 5 percent of the selling price

70. Seller will be obligated to repair the property and restore it to the same condition that it was on the date of this

71. offer. If the damage should exceed this amount, Seller shall promptly notify Buyer in writing of the damage and

72. this contract may be terminated at the option of the Buyer and earnest money returned.

73. Should the Buyer elect to complete the transaction despite such damage, Buyer will be entitled to the insurance proceeds relating

74. to the damage, plus a credit towards the purchase price equal to the amount of the Seller's deductible on such policy. However, if

75. the sale is financed by a land contract or a mortgage to Seller, the insurance proceeds shall be held in trust for the sole purpose of

76. restoring the property.

77. INCLUDED PROPERTY (if any). All property that integrally belongs to, are specifically adapted to, or is part

78. of the real estate (except rental items), whether attached or detached, such as but not limited to, wall to wall

79. carpeting and vinyl, light fixtures and bulbs, ceiling fan(s), bathroom mirrors, shades, rods, blinds, awnings,

80. shutters, storm windows, storm doors, screens, plumbing fixtures, automatic heating equipment, air conditioning

81. equipment (except window), door chimes, alarm devices, built-in items and electrical service cable/fencing, garage

82. door opener and control(s), other attached fixtures, radio and/or attached TV antenna/dish and complete TV mounting brackets,

83. fencing, trees, bushes, shrubs, plants, garden bulbs, water heaters and softeners, sump pumps, attached or fitted floor

84. coverings, installed security systems, central vacuum systems and accessories, in-ground lawn sprinkler systems and

85. component parts, built in appliances, fences, fireplace screen, fire grate and attached equipment, appurtenant

86. structures or equipment, storage buildings, rural water membership shall be considered a part of real estate and

87. included in this sale. OTHER INCLUDED ITEMS: _____

88. _____

89. _____

90. EXCLUDED PROPERTY AND RENTAL ITEMS (i.e. water softener, LP or other gas tank): _____

91. _____

BUYER INITIAL

08/16/20

5:49 PM CDT
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INITIAL

SELLER INITIAL

08/16/20

5:52 PM CDT
dotloop verified




INITIAL

PROPERTY 2320 Jackson St. Dubuque, IA 52001

Address	City	State
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92. DUTIES OF PARTIES:

93. Seller and Buyer acknowledge and agree that REALTOR®/Broker(s), its affiliated licensees and employees:
94. must respond to all questions of the parties; however they are not required to discover hidden defects or give
95. advice on matters outside the scope of their real estate license; make no (and Seller and Buyer are not relying
96. upon) representations or warranties as to the physical or mechanical condition of the property, its size, value,
97. future value, income potential, whether the basement is waterproof, etc.; are not qualified to advise on questions
98. concerning the condition of the property, the legal sufficiency, legal effect or tax consequences of this document
99. or transaction. For such matters, Seller and Buyer are advised to consult the appropriate professional(s).
100. Seller and Buyer acknowledge that the Seller of real property has a legal duty to disclose in good faith material
101. adverse facts and material defects of which Seller has actual knowledge and which a reasonable inspection by
102. Buyer would not reveal. Buyer has the right to obtain inspections, survey and measurements at Buyer's
103. expense. Buyer is advised to request that special provisions be written into this contract prior to signing, to cover
104. any and all conditions which Buyer might consider to be questionable or problematical (whether such be
105. inspection for termites, drainage, water and soil conditions, adequacy of structure or any components, zoning,
106. boundaries, utility connections, or any other matters). Professionals are available within the community to consult regarding
107. these and many other issues relating to your transaction and you are encouraged to consult with such professionals on an
108. as needed basis. By acceptance of the Offer, the Seller warrants and represents: That Seller has disclosed notice or knowledge
109. of any planned public improvement which may result in special assessments or other liens, that no government agency has
110. served any notice requiring repair, alterations or corrections of any existing conditions not previously disclosed. This
111. representation of Seller shall survive the settlement of this transaction.
112. JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE. If Seller,
113. immediately preceding this offer, holds title to the property in joint tenancy, and such joint tenancy is not later
114. destroyed by operation of law or by acts of Seller, then the proceeds of this sale, and any continuing and/or
115. recaptured rights of Seller in real estate shall be and continue in Seller as joint tenants with rights of survivorship
116. and not as tenants in common; and Buyer in the event of the death of either Seller agree to pay any balance of the
117. proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.
118. CONDITION OF PROPERTY. Seller agrees to remove all debris and all personal property not included herein from the
119. property by possession date unless there is a prior written agreement by the parties. The property shall be delivered to
120. Buyer on the date stipulated above swept and vacuumed and ready for occupancy. At a reasonable time before settlement
121. as pre-approved by the Seller or Seller's agent, the Buyer shall have the right to inspect the property to determine that there
122. has been no significant change in the condition of the property, except for ordinary wear and tear and changes approved by
123. the Buyer, and any defects Seller has elected to cure have been repaired in a good workman like manner.
124. SURVEY. Buyer may, prior to settlement, have the property surveyed at Buyer's expense. If Buyers elects to
125. have the property surveyed, Buyer will have the survey completed within _____ days of acceptance, at least seven (7) business days
prior to the
126. scheduled settlement. If the survey, certified by a Registered Land Surveyor, shows any encroachment on
127. property, or if any improvements located on the subject property encroach on lands of others, such encroachments
128. shall be treated as a title defect.
129. REMEDIES OF THE PARTIES - FORFEITURE - FORECLOSURE
130. If Seller fails to fulfill this agreement, Buyer has the right to terminate the contract and earnest money shall be returned to
131. the Buyer.
132. If Buyer fails to fulfill this agreement, Seller has the right to terminate the contract, all payments by Buyer may be forfeited and
133. retained by Seller as provided in the Laws of the state in which the property is located. In addition to the foregoing remedies,
134. Buyer and Seller each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure and
135. the party at fault shall pay costs and attorney fees, and a receiver may be appointed.
136. ABSTRACT AND TITLE. Seller shall furnish Buyer an abstract of title, or policy of title insurance, in
137. conformity with this agreement and land title law of the State. If abstract does not show good merchantable
138. title to said property, free and clear of all liens and encumbrances, not expressly waived or assumed by the Buyer,
139. Seller shall correct defects in title before settlement is made. Municipal building codes and zoning ordinance or
140. mineral reservations and public easements shall not be construed as title encumbrances. Seller shall pay costs of
141. additional abstracting and/or title work due to act or omission of Seller, including transfers by death of Seller
142. or assigns. Marketable title to be established by the existing land law and title standard of the state in which
143. the property is located.

BUYER INITIAL		INITIAL		SELLER INITIAL		INITIAL	
08/31/20 5:49 PM CDT dotloop verified				08/31/20 5:52 PM CDT dotloop verified			

PROPERTY 2320 Jackson St. Dubuque, IA 52001

Address	City	State	ZIP
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144.COURT APPROVAL. If the property is an asset of any estate, trust, conservatorship, or receivership, this contract shall be subject to Court approval, unless declared unnecessary by Buyer. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. In this event a Court Officer's Deed shall be used.

148.DEED. Upon payment of purchase price, Seller shall convey title by warranty deed or other instrument that is required by Buyer's attorney.

150.GENERAL PROVISIONS. In the performance of each part of this agreement, **time shall be of the essence.** This agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This agreement shall survive the settlement. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this agreement. Words and phrases herein, including any acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

156.NOTICE. Any notice required under this Agreement shall be deemed delivered when it is received or provided either by hand delivery, facsimile, electronic communication or certified mail. Persons designated for receipt or to give any notice shall be Seller(s) and Buyer(s) at the addresses set forth below or their Broker or Agent.

159. Electronic or facsimile transmission sent to the other party or to the appropriate Broker, followed by electronic or faxed acknowledgement of receipt, shall constitute delivery of signed document.

161.ENTIRE AGREEMENT. This document and attachments contains the entire agreement of the parties and supersedes all prior offers with respect to the property. This Offer may be modified only by a written agreement signed and dated by both parties. This Offer for Real Estate shall not be assigned by Buyer without the written consent of Seller.

164.MEDIATION. In the event of a dispute, Buyer and Seller agree to consider mediation as an alternative to initiating legal action. The mediation will be conducted in accordance with the rules and procedures of a mutually agreed mediation service. Even when utilizing mediation, parties may still seek legal remedies.

167.ACCEPTANCE. When accepted, this offer shall become a binding contract for the sale and purchase of the above described property and the professional service fee(s) shall be due to the Agent(s) in accordance with the Exclusive Listing Agreement, Buyer Agency Agreement or other written commission agreement, between either party or their Agent(s). This Offer shall not negate or change any of the conditions or terms of said Agreement(s), which, by this reference shall remain in full force and effect through the settlement..

172.If this offer is not accepted by Seller on or before 3 ☐ **a.m. or** ☒ **p.m. Date:** 09/01/2020 **the offer shall become null and void and earnest money returned to Buyer without liability on the part of said Agent(s) to either party.**

175. This offer was presented to Seller by Vicki Bechen at 9:00 ☒ a.m. or ☐ p.m. Date: 09/01/2020

176.The foregoing offer is (check one): ☒ **ACCEPTED** ☐ **REJECTED** ☐ **COUNTERED**

<i>Michael Taylor</i> <small>dotloop verified 08/31/20 5:49 PM CDT BTRB-WODH-XWXU-MM51</small>	<i>Alexis Stager</i> <small>dotloop verified 09/01/20 5:52 PM CDT FNUB-98YR-HROZ-MORK</small>
(Buyer's Signature)	(Seller's Signature)
DATE:	DATE:

Michael Taylor	
(Print name here)	(Print name here)

(Buyer's Signature)	(Seller's Signature)
DATE:	DATE:

(Print name here)	(Print name here)
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Address	PHONE	Address	PHONE
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City	State	ZIP	City	State	ZIP
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michaelray563@gmail.com	FAX	E-mail	FAX
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Karl Dolter	Ruhl & Ruhl Realtors	Vicki Bechen	Brissey Realty
(Buyer's Agent)	Office	(Seller's Agent)	Office

Buyer Attorney Name: Jeff Hiatt - CWCR&H

**City of Dubuque
City Council Meeting**

Items to be set for Public Hearing # 3.

ITEM TITLE: Dubuque Water Supply Well Repair and Rehabilitation Project 2020
SUMMARY: City Manager recommending initiation of the bidding procedure for the Dubuque Water Supply Well Repair and Rehabilitation Project, and further recommends that a public hearing be set for October 5, 2020.

RESOLUTION Preliminary Approval of plans, specifications, form of contract, and estimated cost; setting date of public hearing on plans, specifications, form of contract, and estimated cost; and ordering the advertisement for bids

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for October 5, 2020
Suggested Disposition:

ATTACHMENTS:

Description	Type
Dubuque Water Supply Well Repair and Rehab Project-MVM Memo	City Manager Memo
Dubuque Water Supply Well Repair and Rehabilitation Project 2020	Staff Memo
Resolution to Initiate Dubuque Water Supply Well Repair and Rehabilitation Project 2020	Resolutions



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Dubuque Water Supply Well Repair and Rehabilitation Project 2020
(Wells 3, 6, and 8)
(Account No. 64042795-73211)

DATE: September 15, 2020

Water Department Manager Denise Blakeley Ihrig recommends initiation of the bidding procedure for the Dubuque Water Supply Well Repair and Rehabilitation Project, and further recommends that a public hearing be set for October 5, 2020.

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


Michael C. Van Milligen

MCVM:jh
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodmann, Assistant City Manager
Cori Burbach, Assistant City Manager
Denise Blakeley Ihrig, Water Department Manager

TO: Michael C. Van Milligen, City Manager

FROM: Denise Blakeley Ihrig, Water Department Manager

DATE: September 15, 2020

RE: Dubuque Water Supply Well Repair and Rehabilitation Project 2020
(Wells 3, 6, and 8)
(Account No. 64042795-73211)

INTRODUCTION

The purpose of this memorandum is to request City Manager and City Council authorization to seek competitive bids for the repair and rehabilitation of Wells 3 and 6, and modification to the airline in Well Number 8. These improvements include removal, inspection and possible modification of the pump to improve pump efficiency, completion of a televised inspection of the well, examination of the well casing, and installing new air and water sample lines.

The enclosed resolutions authorize the public bidding procedure for the Dubuque Water Supply Well Repair and Rehabilitation (Wells 3,6, and 8) Project 2020.

BACKGROUND

The City of Dubuque's source water supply is pumped from five shallow and four deep wells.

The five (5) shallow alluvial wells, Wells 2, 3, 4, 9, and 10, are located on the Hawthorne Street boat ramp peninsula of the Mississippi River. Well depths vary from 127 feet to 200 feet below ground level, and all are cased to 100 feet. Individual well capacities range from 1.55 to 3.30 million gallons per day (MGD), with a theoretical combined capacity of all five wells at 14.15 MGD.

The four (4) deep wells, Wells 5, 6, 7, and 8, are located within a 1,500-foot radius of the treatment plant. The wells are cased to 500 feet below ground elevation and individual well depths vary from 1,000 feet to 1,800 feet below ground. The individual well capacities range from 0.9 to 3.25 MGD with the theoretical combined capacity of 9.6 MGD.

The City's Water Department operates and maintains the wells to their maximum available capacity to ensure the City is ready to serve changing water demands. The wells are operated in rotation to allow water levels to recover in the well column and to reduce and prevent cavitation of the well pump in the event the water column is drawn down too far. The wells must also be maintained to ensure the pumps are operating efficiently, the well casing is in good condition, identify issues with the well borehole, and inspect the air and sample lines.

DISCUSSION

Well No. 3 and Well No. 6

Well No. 3 was constructed in 1956, it is 28-inches in diameter to a depth of 200-ft, and has an average pumping capacity of 3.5-million gallons per day. The well is formed in the alluvial sand and gravel geology along the Mississippi and has been identified as having loss or reduction in pumping capacity. The loss, based on earlier maintenance records showing application of an acid, is indicative that there was most likely mineral scaling which would plug the well screen and reduce pumping capacity. The acid is used to dissolve the mineral deposits. The well was treated with an acid application in 1963, 1982, 1995, and was jetted in 2013. Current measurements show the well to be pumping an average 2.5 MGD or 40% below its capacity. Further, in July 2020, the well tested present for total coliforms, while no fecal coliforms were present, the well was taken off line pending further investigation. The well site was inspected by William O'Brien from Water & Resource Recovery Center and it was determined the sampling line and sampling port should be relocated and replaced during well maintenance. In addition, as it is unclear where the coliforms are originating, the well should also be shock chlorinated along with all internal well lines.

Well No. 6 was constructed in 1935, is 24-inches in diameter to a depth of 1,504-ft, and has an average pumping capacity of 2.5-million gallons per day. The well has been identified as having loss or reduction in pumping capacity. The reduction in pumping capacity is attributed to possible wear and tear on the pump bowls and the location of the pumping bowl assembly in the well borehole. The current pump is estimated to be producing 1.5 MGD or 1,050 gallons per minute at a pump efficiency of 63%. According to pump manufacturers, the BEP or best efficiency point will be experienced between 70% and 120%, according to the Hydraulic Institute the optimum best efficiency point is 85%. If a pump is operating outside of its BEP, energy is wasted leading to increased electricity costs and the pump will most likely experience premature wear and tear leading to loss of pumping capacity. Well No. 6 was last inspected in 2003.

In both cases, to more accurately determine if the loss of capacity is associated with pump wear and tear or other well borehole issues such as screen plugging, the recommendation is to obtain cost estimates from a State of Iowa certified well and pump contractor to pull the pump bowl assembly from the well, inspect the pump and appurtenances along with an inspection of the borehole.

The contractor will be responsible for disconnection of the motor and removal of the pump bowl assembly. The contractor will then remove the well column pipe so the wells can be televised to determine the condition of the borehole, screen, gravel pack, and casing. Having removed the motor, pump bowl assembly, and column pipe, the contractor will perform an inspection and examination of the pump, motor, and column pipe in a controlled environment where an in-depth evaluation of the assembly can be conducted to determine if the pump assembly or column pipe needs to be replaced or rehabilitated to improve efficiency. The request for bid will include a cost for replacement pump bowl assembly, column pipe rehabilitation, shock chlorination, application of an acid or air-shocking, and downhole well televised inspection.

Well No. 8

Well No. 8 was last repaired and rehabilitated in 2016, however the air-line is no longer functioning properly to provide the well water levels. It is necessary to report the static and pumping water levels to the Iowa Department of Natural Resources and should be resolved as soon as possible.

PROJECT SCHEDULE

The schedule for the project is as follows:

Initiate Public Bidding Process	September 21, 2020
Publish Notice to Bidders, Advertise for Bids	September 25, 2020
Publish Public Hearing Notice on Plans & Specs	September 25, 2020
Public Hearing on Plans & Specs	October 5, 2020
Receipt of Bid Proposals (Bid-Letting)	October 22, 2020
Award Construction Contract	November 2, 2020
Project Completion Date	March 31, 2021

BUDGET IMPACT

The project is bid as a whole to obtain economy of scale and to ensure the sequence of taking wells off line is carefully coordinated with one contractor and the operations staff without loss of production.

The estimate of probable cost for the Dubuque Water Supply Well Repair and Rehabilitation Project 2020 (Wells 3, 6, and 8) is as follows:

<u>Description</u>	<u>Estimate</u>
Construction Contract	\$170,000
Contingency (10%)	\$17,000
Construction Engineering & Inspection (10%)	\$18,700
Estimated Total Project Cost	\$205,700

FUNDING SOURCE

Capital Improvement Project 7401415 is available to fund the project.

The summary of available funds is:

<u>CIP NO.</u>	<u>Fund Description</u>	<u>Amount</u>
7401415	Wells Rehabilitation	\$250,000

The available resource balance after the project is estimated to be \$44,300.

RECOMMENDATION

I recommend that the City Council establish October 5, 2020 as the date for the public hearing and authorize the City Clerk to advertise bid proposals Dubuque Water Supply Well Repair and Rehabilitation Project 2020 (Wells 3, 6, and 8).

cc: Jennifer Larson, Director of Finance and Budget
Bret Stierman, Electrical Technician
Rick Grothe, Maintenance Technician

RESOLUTION NO. -20

**DUBUQUE WATER SUPPLY WELL REPAIR AND REHABILITATION
PROJECT 2020 (WELLS 3, 6, AND 8)**

**PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF
CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING
ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED
COST; AND ORDERING THE ADVERTISEMENT FOR BIDS**

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

The proposed plans, specifications, form of contract and estimated cost for the Dubuque Water Supply Well Repair and Rehabilitation Project 2020 (Wells 3, 6, and 8) in the amount of \$205,700, are hereby approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 5th day of October 2020, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means), 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Dubuque Water Supply Well Repair and Rehabilitation Project 2020 (Wells 3, 6, and 8) is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The Water Department Manager is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 22nd day of October 2020. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 2nd day of November 2020, in the Historic Federal Building Council Chambers (and/or by virtual means), 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the ____ day of _____ 2020.

Attest:
Mayor

Kevin S. Firstahl, CMC, City Clerk

Roy D. Buol,

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR DUBUQUE WATER SUPPLY WELL REPAIR AND REHABILITATION PROJECT 2020 (WELLS 3, 6, AND 8)

NOTICE IS HEREBY GIVEN: The City Council of the City of Dubuque, Iowa will hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Dubuque Water Supply Well Repair and Rehabilitation Project 2020 (Wells 3, 6, and 8), in accordance with the provisions of Chapter 26, Code of Iowa, at 6:30 p.m., on the 5th day of October 2020, in the Historic Federal Building Council Chambers (and/or by virtual means), 350 West 6th Street, Dubuque, Iowa. Said proposed plans, specifications, form of contract and estimated cost are now on file in the office of the City Clerk. At said hearing any interested person may appear and file objections thereto.

The scope of the Project is as follows:

Project involves the repair and rehabilitation of three municipal drinking water supply wells (Wells 3, 6, and 8).

Copies of supporting documents for the public hearing are on file in the City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, Iowa, and may be viewed during normal working hours.

Agendas can be accessed at <https://www.cityofdubuque.org/Agendas>.

Written comments regarding the above public hearing should be submitted to the City Clerk's Office, 50 W. 13th St., Dubuque, IA 52001, ctyclerk@cityofdubuque.org, on or before said time of public hearing. At said time and place of public hearings all interested citizens and parties will be given an opportunity to be heard for or against said proposal.

Individuals with limited English proficiency, vision, hearing or speech impairments or requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD/TTY (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

In the event that a meeting at the Historic Federal Building location is not possible as a result of the COVID-19 pandemic, instructions for a virtual meeting and public input will be posted on the meeting agenda on Friday, October 2, 2020 at <https://www.cityofdubuque.org/agendas>.

Published by order of the City Council given on the ____ day of _____ 2020.

Kevin S. Firnstahl, CMC, City Clerk

City of Dubuque City Council Meeting

Boards/Commissions # 1.

ITEM TITLE:

Boards and Commission Applicant Review

SUMMARY:

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

Airport Commission

One, 4-Year term through September 14, 2024 (Expired term of Clemenson)

Applicant:

Sue Clemenson, 2469 Hacienda Dr.

*This commission is subject to the State of Iowa Gender Balance Law.
5 Commissioners total; currently 2 males/2 females*

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

Description

9-21-20 Overview Sheet
Airport Commission Applicant
9-21-20 Latest Listings
9-21-20 Openings
Gender Balance Law
Gender Balance Q&A Sheet

Type

Supporting Documentation
Supporting Documentation
Supporting Documentation
Supporting Documentation
Supporting Documentation
Supporting Documentation

**VACANCIES AND APPLICATIONS FOR CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For Council Meeting, of
Monday, September 21, 2020
6:30 p.m., Virtual Recording from Historic Federal Building, 350 W. 6th Street**

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT
--

Airport Commission

One, 4-Year term through September 14, 2024 (Expiring term of Clemenson)

Applicant:

Sue Clemenson, 2469 Hacienda Dr.

This commission is subject to the State of Iowa Gender Balance Law.

5 Commissioners total; currently 2 males/2 females

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.
--

Cable Television Commission

One, 3-Year term through July 1, 2023 (Vacant term of Tigges)

Applicant:

Ronald Tigges, 4927 Wild Flower Dr.

Resilient Community Advisory Commission

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

Applicants:

Nicole Breitbach, 275 Fremont Ave.

Jade Romagna, 998 June Dr.

Whitney Sanger, 2250 Clydesdale Crt.

Title 12
Chapter 4
AIRPORT COMMISSION

Amendment Adopted 8-4-14

12-4-1: COMMISSION CREATED:

There is hereby created the Airport Commission.

12-4-2: PURPOSE:

The purpose of the commission is to manage, control, and operate the Dubuque Regional Airport.

12-4-3: INTERNAL ORGANIZATION AND RULES:

The commission shall promulgate and put in force such rules and regulations as shall be deemed necessary and appropriate for the order, operation, management, control and supervision of the Dubuque Regional Airport.

12-4-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations, except where the policies are in conflict with the regulations of the Federal Aviation Administration, the Transportation Security Administration, or the Iowa Department of Transportation.

12-4-5: MEMBERSHIP:

A. The commission comprises five (5) residents of the city, appointed by the city council.

B. No person may be appointed or reappointed to the commission if that appointment or reappointment would cause the number of members of one gender to be greater than one-half (1/2) of the membership of the commission plus one (1) unless the city has made a good faith effort to appoint a qualified person to fill a vacancy on the commission for a period of three (3) months but has been unable to make a compliant appointment. The city must utilize a fair and unbiased method of selecting the best qualified applicants.

12-4-6: OATH:

Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment or at the city clerk's office any time prior to the first meeting of the commission.

12-4-7: TERMS:

The term of office for commissioners is four (4) years or until such member's successor is appointed and qualified.

12-4-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments.

12-4-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice-chairperson, each to serve a term of one (1) year. The chairperson must appoint a secretary, who need not be a commissioner. The commission must fill a vacancy among its officers for the remainder of the officer's unexpired term.

12-4-10: MEETINGS:

A. Meetings. Meetings may be called by the chairperson or at the written request of a majority of the commissioners.

B. Open Meetings. All meetings must be called and held in conformance with the Iowa Open Meetings Law.

C. Attendance.

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

D. Minutes. A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after each meeting, or by the next regularly scheduled city council meeting, whichever is later.

E. Quorum. Three (3) members of the commission constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution.

12-4-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget.

12-4-12: REMOVAL:

The city council may remove any commissioner for cause upon written charges and after public hearing.

12-4-13: POWERS:

A. The commission has all of the powers in relation to airports granted to cities and counties under state law, except powers to sell the airport.

B. All funds derived from taxation or otherwise for airport purposes are under the control of the commission for the purposes of management, operation, and control of the airport and must be deposited with the finance director to the credit of the commission and must be disbursed only on the written warrant or order of the commission including the payment of all indebtedness arising from the acquisition and construction of airports and the maintenance, operation, and extension thereof.

12-4-14: ANNUAL REPORT:

An annual report will be prepared, submitted, and distributed in accordance with Iowa Code Chapter 330.

From: noreply@civicplus.com
To: [Kevin Firnstahl](#); [Trish Gleason](#); [Renee Tyler](#); [Russell Stecklein](#)
Subject: Online Form Submittal: Board/Commission Application Form
Date: September 14, 2020 4:34:53 PM

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for:	Airport Commission
--	--------------------

Name:	Sue Clemenson
-------	---------------

Gender (choose all that apply) Note: Some City Boards/Commissions are subject to the gender balance requirement in Iowa Code Section 69.16A	Woman
---	-------

If trans or transgender please specify:	<i>Field not completed.</i>
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If another identity please specify:	<i>Field not completed.</i>
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Home Address:	2469 Hacienda Drive
---------------	---------------------

PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission

Zip Code:	52002
Home Phone Number:	563-589-0000
Business Name:	<i>Field not completed.</i>
Business Address:	<i>Field not completed.</i>
Business Zip Code:	<i>Field not completed.</i>
Business Phone Number:	<i>Field not completed.</i>
Occupation:	Retired
Position with Company	<i>Field not completed.</i>
Email Address(es):	sueclem22@gmail.com
Experience or education which qualifies you for this board or commission:	I attended Bryant, Washington and Senior High and therefore have an invested interest in promoting the in promoting the growth and progress of the City. I've enjoyed flying from Dubuque and want to broadcast that to as many as possible.
What contributions can you make or state reason for applying?	I am re-applying for the commission seat as I think there is more to be done to promote the airport. As a 4th generation Dubuquer I want to do all I can to promote the City and all it has to offer.
Describe your experience working in diverse environments:	I retired from a west suburban Chicago police department . That was diverse working conditions!
Describe your experience engaging other community members to gather their input and opinions:	I "talk up" the airport to anyone who will listen and do what I can to promote the advantages of flying from Dubuque.
List two references: (Include their name and phone number)	Pat Quade 556-6901 Alice Butler 582-1630
Are you currently	Yes

serving on other
Boards,
Commissions, or
Committees?

If yes, which? Airport Commission

Have you served on
a Board,
Commission, or
Committee before?

Yes

If yes, which? Airport Commission

Have you
participated in the
City Life program?

No

If so, when? *Field not completed.*

Have you
participated in the
Intercultural
Competency
Program?

No

If so, when? *Field not completed.*

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type your
name here as
electronic
verification):

Sue Clemenson

Date: 9/14/2020

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Click [here](#) to report this email as spam.

CITY OF DUBUQUE, IOWA - BOARDS AND COMMISSIONS

As prepared for the Council Meeting 9-21-20

	Indicates State - mandated board/commission subject to the 2012 Gender Balance Law.	
Vacant	Indicates Current Opening	
1/1/20	Indicates openings within the next year	

AIRPORT COMMISSION		
4 Yr. Term - Meets 4th Monday 4 p.m. - Airport		
Douglas	Brotherton	9/14/21
Marianne	Kurtz-Weber	9/14/21
Michael	Phillips	9/14/22
Robert	Blocker	9/14/22
Sue	Clemenson	9/14/20

AIRPORT ZONING BOARD OF ADJUSTMENTS			
5 Yr. Term - Meets on Call			
Vacant	Vacant	County Representative	2/15/21
Vacant	Vacant	City ZBA Rep.	3/25/21
Vacant	Vacant	County Representative	2/15/21
Vacant	Vacant	City ZBA Rep.	3/25/24
Vacant	Vacant	Appointed by 4 memb.	unknown

AIRPORT ZONING COMMISSION			
6 Yr. Term - Apptd. 1996, Meets on Call			
Vacant	Vacant	Appointed by 4 members	12/31/20
Vacant	Vacant	County Representative	12/31/20
Vacant	Vacant	County Representative	12/31/20
Michael	Belmont	City ZAC Representative	7/1/22
Vacant	Vacant	City ZAC Representative	7/1/22

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION			
3 Yr. Term - Meets Monthly., Library Board Room			
Paula	Neuhaus	Business Prof.-Living/Working In	6/30/21
Gina	Siegert	Business Prof.	6/30/21
Tyler	Daugherty	At-Large	6/30/21
Ali	Levasseur	Arts Rep	6/30/22
Ryan	Decker	Arts Rep	6/30/22
Susan	Riedel	Arts Rep	6/30/22
Nicholas	Halder	Arts Rep	6/30/22

BOARD OF REVIEW (Appointed by City Conference Board)		
This is NOT a City of Dubuque Board		
6 Yr. Term - Meets May 1-30		
Laure	Lewis	12/31/24
Jean	Hoeger	12/31/24
Angie	Mozena	12/31/21
Greg	Hutchinson	12/31/22
Bradley	Brissey	12/31/23

BUILDING CODE AND ADVISORY APPEALS BOARD			
3 Yr. Term - Meets as needed			
Vacant	Vacant	Residential Contractor	8/1/21
Vacant	Vacant	Architect/Engineer	8/1/22
Vacant	Vacant	Journeyman Carpenter	8/1/22
Vacant	Vacant	ADA Representative	8/1/20
Vacant	Vacant	Commercial Contractor	8/1/20
Katrina	Wilberding	ADA Representative	8/1/21
George	Cooley	At-Large	8/1/21

CATFISH CREEK WATERSHED MANAGEMENT AUTHORITY		
4 Yr. term - Meets Quarterly		
Steven	Drahozal	7/16/24
Jared	Mc Govern	7/16/24

CABLE TV COMMISSION		
3 Yr. Term - Meets 1st Wed., 4:00 pm		
Pauline	Maloney	7/1/23
Garrett	Heidenreich	7/1/23
Vacant	Vacant	7/1/20
Vacant	Vacant	7/1/21
Vacant	Vacant	7/1/21
Jennifer	Tigges	7/1/21
Alan	Vincent	7/1/21

CIVIC CENTER ADVISORY COMMISSION		
3 Yr. Term - Meets last Monday of each month, 3:30 p.m.		
Bi-Monthly starting Jan., Five Flags		
Tyler	Daugherty	6/29/21
Mc Kenzie	Blau	6/29/22
Nicholas	Huff	6/29/22
Bryce	Parks	6/29/21
Rod	Bakke	6/29/22

CIVIL SERVICE COMMISSION		
4 Yr. Term - Meets on Call		
Phil	Baskerville	4/6/22
Carla	Heathcote	4/6/24
Daniel	White	4/6/21

COMMUNITY DEVELOPMENT ADVISORY COMMISSION			
3 Yr. Term - Meets 3rd Tue., 5:30 p.m., Federal Bldg./Housing			
Janice	Craddieth	Housing Commission Rep	8/17/20
Kelly	Fox	Low/Mod Income Area	2/15/23
Hilary	Dalton	Low/Mod Income Area	2/15/23
Gerald	Hammel, Jr.	At-Large	2/15/23
Julie	Woodyard	Low/Mod Income Area	2/15/21
Thomas	Wainwright	At-Large	2/15/21
Vacant	Vacant	Low/Mod Income Area	2/15/22
Michelle	Hinke	At-Large	2/15/22
Dean	Boles	At-Large	2/15/22

ELECTRICAL CODE BOARD			
3 Yr. Term - Meets Bi-Monthly, 3rd Monday			
James	Dixon	Electrical Background	5/21/23
Vacant	Vacant	Electrical Background	5/21/20
Andy	Palmer	Electrical Background	5/21/23
Tom	Townsend	Electrical Background	5/21/23
Vacant	Vacant	At-Large	5/21/20
Vacant	Vacant	Electrical Background	5/21/21
Paul	Uhlrich	Electrical Background	5/21/21

HISTORIC PRESERVATION COMMISSION			
3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.			
Rick	Stuter	W 11th District	7/1/22
Vacant	Vacant	Langworthy District	7/1/20
Christina	Monk	Architect At-Large	7/1/23
Joseph	Rapp	Old Main District - Interim	7/1/21
William	Doyle	At-Large	7/1/21
John	Mc Andrews	Cathedral District	7/1/23
Melissa	Cassill	At-Large	7/1/21
Brandi	Clark	At-Large	7/1/21
Craig	Reber	Jackson Park District	7/1/22

HOUSING BOARD OF APPEALS			
3 Yr. Term - 3rd Tues. 4:00 p.m., Fed Bldg.			
Ronald	White	Tenant/Landlord Issues	1/11/22
Jeff	Lenhart	Tenant/Landlord Issues	1/11/23
Mary	Gotz	Tenant/Landlord Issues	1/11/21
Gil	Spence	Tenant/Landlord Issues	1/11/22
Christoffer	Lammer-Heindel	Tenant/Landlord Issues	1/11/21

HOUSING COMMISSION			
3 Yr. Term - Meets monthly 4th Tues., 4:00 p.m., Fed. Bldg.			
Coralita	Shumaker	Section 8 Recipient	8/17/21
David	Wall	At-Large	8/17/22
Suzanne	Stroud	At-Large	8/17/22
Rick	Baumhover	Trust Fund Rep. Primary Comm.	8/17/22
Janice	Craddieth	At-Large	8/17/23
Amy	Eudaley	Trust Fund Rep. Primary Comm.	8/17/23
Sam	Wooden	At-Large	8/17/21
Gail	Weitz	At-Large	8/17/21
Michelle	Becwar	CDAC Rep. Primary Comm.	8/17/21
Hilary	Dalton	At-Large	8/17/21

HOUSING TRUST FUND ADVISORY COMMITTEE			
3 Yr. Term - Meets atleast 2 times per year and as needed			
Rick	Baumhover	Housing Commission Rep	8/17/22
Dorothy	Schwendinger	At-Large	8/17/22
Amy	Eudaley	Housing Commission Rep	8/17/20
Jim	Holz	At-Large	8/17/21
Michelle	Becwar	At-Large	8/17/21

HUMAN RIGHTS COMMISSION			
3 Yr. Term - Meets 2nd Mon. 4:30 p.m., City Hall Annex			
Adrienne	Breitfelder		1/1/22
Michael	Durnin		1/1/23
Mallory	Gardiner		1/1/23
Miquel	Jackson		1/1/23
Anthony	Allen		1/1/21
Jason	Keeler		1/1/21
Gerald	Hammel Jr.		1/1/22
Kathy	McCarthy		1/1/21
Ashley	Regan		1/1/22

INVESTMENT OVERSIGHT ADVISORY COMMISSION			
3 Yr. Term - Meets Qrtly, 4th Wed. 3 p.m., City Hall			
Paul	Lassance		7/1/23
Franz	Becker		7/1/21
Luke	Schiltz		7/1/21
Stephen	Reisdorf		7/1/22
Gary	Ruden		7/1/22

LIBRARY BOARD OF TRUSTEES			
4 Yr. Term - Meets 4th Thur. 4 p.m., Library			
Patricia	Poggemiller		7/1/22
Rosemary	Kramer		7/1/22
Victor	Lieberman		7/1/23
Pam	Mullin		7/1/23
Robert	Armstrong		7/1/24
Christina	Monk		7/1/24
Greg	Gorton		7/1/21

LONG RANGE PLANNING ADVISORY COMM.			
3 Yr. Term - Meets monthly 3rd Wed. 5:30 p.m., City Hall			
Michael	Peroski		7/1/23
Vacant	Vacant		7/1/20
Alan	Vincent		7/1/23
Tyler	Stoffel		7/1/21
John	Pregler		7/1/21
John	Krayer		7/1/22
Vacant	Vacant		7/1/22

MEDIACOM CHARITABLE FOUNDATION			
1 Yr. Term - On Call, CC Appt'd Reps.			
Gail	Chavenelle		12/31/20
Constance	Twining		12/31/20

MECHANICAL AND PLUMBING CODE BOARD			
3 Yr. Term - Upon request, City Hall			
Dan	Hillary		3/16/22
Tom	Giese		3/16/23
Dieter	Muhlack		3/16/23
Vacant	Vacant		3/16/21
Corey	Valaskey		3/16/21
Vacant	Vacant		3/16/22
Daniel	Mc Namer		3/16/22

PARK AND RECREATION ADVISORY COMMISSION			
3 Yr. Term - Meets 2nd Tues., 4:30 p.m. Bunker Hill			
Robin	Kennicker		6/30/23
Justin	Hochberger		6/30/23
Jessica	Ochoa		6/30/23
Jennifer	Tigges		6/30/21
Ray	Werner		6/30/22
Robert	McCoy		6/30/22
Hobie	Wood		6/30/22

POLICE RELATIONS COMMITTEE - DUBUQUE COMMUNITY			
2 Yr. Term - Meets, 4th Mon. 5:30 p.m.			
Weston	Jason	Alternate	4/1/21
Schneider	Sarah	Primary	10/1/20
Meier	Steven	Alternate	8/30/21
Kundert	Rob	Primary	8/31/21
Hinke	Michelle	Alternate	8/31/21
Serna	Dora	Primary	5/20/21

RESILIENT COMMUNITY ADVISORY COMMISSION			
3 Yr. Term - Meets 1st Thur. 5:00 p.m.			
Jacob	Kohlhaas		7/1/22
Robin	Kennicker	Commission Rep.	7/30/23
Craig	Reber	Commission Rep.	7/30/21
Sara	Booth		7/1/21
Adam	Hoffman		7/1/21
Candace	Eudaley-Loebach		7/1/22
Vacant	Vacant		7/1/22
Dean	Boles		7/1/23
Lalith	Jayawickrama		7/1/23

TRANSIT ADVISORY BOARD			
3 Yr. Term - Meets monthly, 2nd Thur. Intermodal Transit Station			
Luanna	Gerdemann		7/30/22
Garrett	Heidenreich		7/30/23
Vacant	Vacant		7/30/20
Robert	Daughters		7/30/23
Matthew	Esser		7/30/21

ZONING ADVISORY COMMISSION			
3 Yr. Term - Meets monthly 1st Wed., 6:30p.m., Fed. Bldg..			
Matthew	Mulligan		7/1/22
Martha	Christ		7/1/23
Rebecca	Kemp		7/1/23
Vacant	Vacant	Airport ZAC Rep. Primary Comm.	7/1/20
Richard	Russell		7/1/21
Brittany	Loeffelholz		7/1/21
Pat	Norton		7/1/22

ZONING BOARD OF ADJUSTMENTS			
5 Yr. Term - Meets monthly 4th Thur., 5:00 p.m. Fed. Bldg..			
Gwen	Kosel	Airport ZBA Rep. Primary Comm.	3/25/24
Keith	Ahlvin		3/25/25
Jonathan	Mc Coy		3/25/21
Bethany	Golombeski		3/25/22
Matthew	Mauss	Airport ZBA Rep. Primary Comm.	3/25/23

City of Dubuque, Iowa
Boards and Commissions
Current and Upcoming Openings Through September 2020

Updated September 10, 2020

Airport Zoning Board of Adjustment ***

Airport Zoning Commission ***

Building Code and Advisory Appeals Board

- ADA Representative
- Architect/Engineer
- Journeyman Carpenter
- Residential Contractor

Cable TV Commission

Community Development Advisory Commission

- Low to Moderate Income Rep.

Electrical Code Board

Historic Preservation Commission***

- Langworthy District
- Old Main District

Long Rang Planning Advisory Commission

Mechanical and Plumbing Code Board

Resilient Community Advisory Commission

Transit Advisory Board

Zoning Advisory Commission***

*** Indicates Subject to the State of Iowa Gender Balance Law

Applications can be printed or submitted on-line from www.cityofdubuque.org or through the City Clerk's Office.

Applications can be submitted at any time for all boards and commissions and are activated as positions become available.

Applications remain on file for one year from the date they are submitted.

Some positions may require specific applicant qualifications or compliance with the State of Iowa Gender Balance Law

For a complete list of boards and commissions, descriptions, terms and meeting information, please visit the City Clerk's web page at www.cityofdubuque.org.

City Clerk's Office • 50 W. 13th Street, Dubuque, IA 52001 • 563.589.4100

69.16A Gender balance.

1. All appointive boards, commissions, committees, and councils of the state established by the Code, if not otherwise provided by law, shall be gender balanced. No person shall be appointed or reappointed to any board, commission, committee, or council established by the Code if that appointment or reappointment would cause the number of members of the board, commission, committee, or council of one gender to be greater than one-half the membership of the board, commission, committee, or council plus one if the board, commission, committee, or council is composed of an odd number of members. If the board, commission, committee, or council is composed of an even number of members, not more than one-half of the membership shall be of one gender. If there are multiple appointing authorities for a board, commission, committee, or council, they shall consult each other to avoid a violation of this section.

2. All appointive boards, commissions, committees, and councils of a political subdivision of the state that are established by the Code, if not otherwise provided by law, shall be gender balanced as provided by subsection 1 unless the political subdivision has made a good faith effort to appoint a qualified person to fill a vacancy on a board, commission, committee, or council in compliance with subsection 1 for a period of three months but has been unable to make a compliant appointment. In complying with the requirements of this subsection, political subdivisions shall utilize a fair and unbiased method of selecting the best qualified applicants. This subsection shall not prohibit an individual whose term expires prior to January 1, 2012, from being reappointed even though the reappointment continues an inequity in gender balance.

86 Acts, ch 1245, §2041; 87 Acts, ch 218, §8; 88 Acts, ch 1150, §1; 2009 Acts, ch 162, §1, 2

Q&A

New gender balanced boards requirements for cities

Iowa has required gender balance on state-level boards and commissions for many years, under Iowa Code section 69.16A. Last session, the General Assembly passed legislation that applies this requirement to the local level. This Q&A explains background on the legislation, the new requirements in the legislation for cities and how cities can comply.

Q: What are the new requirements for gender balance on city boards and commissions?

A: During the 2009 legislative session, legislation (HF243) was passed that extends to cities and counties gender balance requirement for all appointive boards, commissions, committees and councils created by the Iowa code. In other words, bodies cities are required to have under Iowa code when they provide certain functions or services, such as the planning and zoning commission, library boards and the board of adjustment, with appointed (not elected) members, must be gender balanced.

Q: What does 'gender balanced' mean?

A: Gender balance means if the body has an even number of appointees, it must be evenly made up of men and women. For example, three women and three men must serve on a six member board. If the body has an odd number of appointees, it must be "one half plus one" of either gender. For instance, if there are five members, three could be men and the other two women, or vice versa.

Q: When do the changes go into effect?

A: Cities must have gender balanced boards, commissions, committees and councils by January 1, 2012. This does not prohibit an individual whose term expires prior to January 1, 2012, from being reappointed even though the reappointment continues an inequity in gender balance; however, cities should start planning upcoming appointments now, to ensure gender balance is reached by that date. Making a chart of existing boards and upcoming vacancies, and/or keeping track of current appointments and necessary recruiting periods would be a good start to ensuring your city is tracking gender balance, and is prepared for the January 1, 2012 implementation date.

Q: Is there any option if my city simply cannot find a person to serve on the board or commission of the needed gender?

A: Yes. Under the new code section, cities that make a good faith effort to find a qualified person of the necessary gender to fill the position for a period of three months and are unable to do so may appoint a person to the position regardless of the gender balance requirement.

Q: What constitutes a "good faith effort"?

A: There is no hard and fast definition, but cities should be able to demonstrate a legitimate effort during the three month time period to recruit qualified members of the necessary gender, before appointing a member that creates gender imbalance. In addition, the legislation requires that cities must always "utilize a fair and unbiased method of selecting the best qualified applicants," regardless of gender.

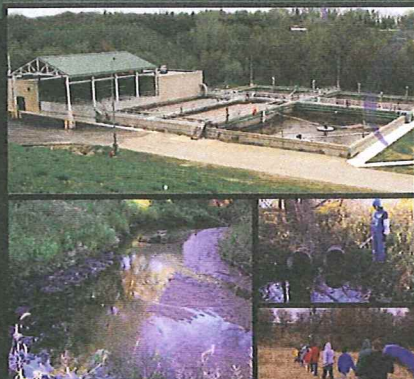
Q: Is there a reporting requirement?

A: No. The legislation did not include a reporting requirement; however, many cities keep information on their boards and commissions—including current members—posted online, to better inform citizens of the makeup of local governing bodies.

Q: How can I recruit more women or men to volunteer for these positions?

A: The Commission on the Status of Women has prepared a guide to help cities learn how to recruit gender balanced boards and commissions. This resource can be found at www.women.iowa.gov/whats_new/index.html. The Commission also prepared a guide called the "Five Step Guide to City and County Boards and How to Get Appointed" to be used as a tool by interested women to learn more about how to get involved in city boards and commissions.

By Jessica Hyland Harder, League Government Affairs Counsel



Celebrating an environmental victory...

FOX Engineering has received a 2008 Governor's Iowa Environmental Excellence Award in the Water Quality category. Undertaken for the city of North Liberty, this project involves a membrane bioreactor method of treating wastewater and provides a significantly higher effluent water quality compared to conventional wastewater treatment processes. Used on a limited basis in the U.S. it is the first of its kind in Iowa. The city has certainly "gone the extra mile" to improve the water quality in their receiving stream; they are to be commended for their foresight and respect for the environment. FOX would also like to acknowledge the contributions of the city's consulting engineer, Shive-Hattery Engineering and Architecture.

"Your efforts truly exhibit the leadership and innovation important for furthering environmental sustainability in Iowa." Governor Chester Culver

Call us to find out more about this and other interesting projects at FOX.



Visit our booth, #62, at the fall League of Cities conference in Davenport!

1601 Golden Aspen Drive, Suite 103 | Ames, Iowa 50010
515.233.0000 | 800.433.3469 | www.foxeng.com

WATER | WASTEWATER | SOLID WASTE

**City of Dubuque
City Council Meeting**

Boards/Commissions # 2.

ITEM TITLE: Boards and Commission Appointments
SUMMARY: Appointments to the following commissions to be made at this meeting.

Cable Television Commission

One, 3-Year term through July 1, 2023 (Vacant term of Tigges)

Applicant:

Ronald Tigges, 4927 Wild Flower Dr.

Resilient Community Advisory Commission

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

Applicants:

Nicole Breitbach, 275 Fremont Ave.

Jade Romagna, 998 June Dr.

Whitney Sanger, 2250 Clydesdale Crt.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

Description	Type
9-21-20 Overview Sheet	Supporting Documentation
Cable Television Commission Applicant	Supporting Documentation
Resilient Community Advisory Commission Applicants	Supporting Documentation
9-21-20 Latest Listings	Supporting Documentation
9-21-20 Openings	Supporting Documentation

**VACANCIES AND APPLICATIONS FOR CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For Council Meeting, of
Monday, September 21, 2020
6:30 p.m., Virtual Recording from Historic Federal Building, 350 W. 6th Street**

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT
--

Airport Commission

One, 4-Year term through September 14, 2024 (Expiring term of Clemenson)

Applicant:

Sue Clemenson, 2469 Hacienda Dr.

This commission is subject to the State of Iowa Gender Balance Law.

5 Commissioners total; currently 2 males/2 females

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.
--

Cable Television Commission

One, 3-Year term through July 1, 2023 (Vacant term of Tigges)

Applicant:

Ronald Tigges, 4927 Wild Flower Dr.

Resilient Community Advisory Commission

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

Applicants:

Nicole Breitbach, 275 Fremont Ave.

Jade Romagna, 998 June Dr.

Whitney Sanger, 2250 Clydesdale Crt.

Title 2
Chapter 11
CABLE TELEVISION COMMISSION

Amended 8-3-15

2-11-1: Commission Created:

There is hereby created the Cable Television Commission.

2-11-2: Purpose:

The purpose of the commission is:

A. To develop, in respect to community programming and cable regulation, policies that will govern:

1. The use and protection of equipment and facilities;
2. All training programs;
3. The priorities and scheduling for use of channel time;
4. The daily regulation and administration of the cable franchise;
5. The resolution of subscriber complaints which could not be resolved satisfactorily by the cable manager; and,
6. Other matters pertaining to community programming or cable services in Dubuque which may arise.

B. To develop policies and procedures regarding the public community programming channels that will promote its nondiscriminatory, first come, first served and equitable use in conformity with all applicable regulations and requirements and limit such use to residents of Dubuque and their own productions.

C. To encourage interest in and development of decidedly local community programming.

D. To encourage cooperation and cordial relations between community programmers, cable subscribers, and the local cable manager and the local cable manager's staff.

E. To identify and support organizations interested in the channels reserved for public, education, and government programming.

F. To advise the following:

1. The city manager or the city manager's designee (collectively "the city manager") on matters relating to community programming and the regulation of the cable system;
2. The city council on expenditure of any funds designated by a franchise for PEG equipment and facilities; and
3. The city council on any matter relating to the cable franchise or system.

G. To promulgate and administer through the city manager all policies, rules, and procedures relating to community programming.

H. To keep abreast of developments in cable technologies, services, and programming and to become competent in cable regulation, finances, and standards of operation.

I. To act through the city manager as the local regulatory agent of the cable franchise and to monitor the operation of the cable system.

J. To consult with the local cable manager on the best updating of the cable system, services, and programming and to advise the city council on expending the updating funds.

K. To evaluate its own proceedings and actions and all community programming and cable related activities.

L. To provide any cable user in the city of Dubuque the opportunity to voice a complaint regarding the user's cable service.

2-11-3: Internal Organization and Rules:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this Code of Ordinances or the Iowa Code.

2-11-4: Procedures for Operation:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations.

2-11-5: Membership:

A. The commission comprises seven (7) residents of the city, appointed by the city council.

B. Residents must be eighteen (18) years of age or older.

C. Special Qualifications. In its appointments, the city council will endeavor to achieve a broad representation of the community and public interests which can take advantage of dedicated channels to benefit the residents of the City of Dubuque and to develop a commission versed and competent in telecommunication administration, finances, and regulation. The city council will attempt to give preference to applicants who are actively interested in promoting community cable programming who possess, or are willing to acquire, video production background, and who will relate to the spectrum of informational and cultural needs of cable viewers of the City of Dubuque and applicants who possess professional or experiential backgrounds in law, finances, administration, public relations, or telecommunication technologies.

2-11-6: Oath:

Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment or at the city clerk's office any time prior to the first meeting of the commission.

2-11-7: Terms:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified.

2-11-8: Vacancies:

Vacancies must be filled in the same manner as original appointments.

2-11-9: Officers/Organization:

The commissioners must choose annually a chairperson and vice-chairperson, each to serve a term of one (1) year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term.

2-11-10: MEETINGS:

A. Regular Meetings. The commission must meet not less than once each quarter.

B. Special Meetings. Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

C. Open Meetings. All meetings must be called and held in conformance with the Iowa Open Meetings Law.

D. Attendance.

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

E. Minutes. A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after each meeting, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum. Four (4) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution.

2-11-11: Compensation:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget.

2-11-12: Removal:

Except as provided in 2-11-10(D)(1), the city council may remove any commissioner for good cause.

2-11-13: Powers:

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

- A. To assure that cable channels, equipment, and resources dedicated and reserved for community programming are used effectively, efficiently, and economically to afford the community and individuals of the City of Dubuque the opportunity to express opinions and provide information to cable users, and that such programming is characterized by appropriateness, quality, and continuity; and
- B. To assure full compliance with any franchises authorizing cable or video service in the City of Dubuque, that the franchises be interpreted and applied to the benefit of the City and its residents, that quality and updated services be delivered throughout the City, and that the public interest be protected in all matters related to the cable services delivery systems.

Trish Gleason

From: noreply@civicplus.com
Sent: August 26, 2020 2:03 PM
To: Kevin Firnstahl; Trish Gleason; Randy Gehl; Connie Mueller
Subject: Online Form Submittal: Board/Commission Application Form

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Cable Television Commission

Name: Ronald Tigges

Gender (choose all that apply) Note: Some City Boards/Commissions are subject to the gender balance requirement in Iowa Code Section 69.16A Man

If trans or transgender please specify: *Field not completed.*

If another identity please specify: *Field not completed.*

Home Address: PLEASE NOTE: you must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission 4927 Wild Flower Dr

Zip Code: 52002

Home Phone Number:	5635837128
Business Name:	Digital Dubuque
Business Address:	4927 Wild Flower Dr
Business Zip Code:	52002
Business Phone Number:	5635837128
Occupation:	Technologist
Position with Company	Vice President
Email Address(es):	webmaster@websavvy.com
Experience or education which qualifies you for this board or commission:	Previously on commission. This is a renewal. Previously on the Cable TV Regulatory commission.
What contributions can you make or state reason for applying?	Knowledge of cable franchise, current and historical. 40 years experience in technology industry. Assisted in purchasing of AV equipment and digital technologies.
Describe your experience working in diverse environments:	Have sat on the Cable TV Regulatory Commission, Cable TV Commission, Director, Board of the Friends of the Mines of Spain, Vice President Dubuque County Fine Arts Society. All involve working together for the community.
Describe your experience engaging other community members to gather their input and opinions:	8 terms as a previous commissioner.
List two references: (Include their name and phone number)	Craig Schaefer 588-7385 Erich Moeller 589-4181
Are you currently serving on other Boards, Commissions, or Committees?	Yes
If yes, which?	this one
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	this one

Have you participated in the City Life program? No

If so, when? *Field not completed.*

Have you participated in the Intercultural Competency Program? No

If so, when? *Field not completed.*

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type your name here as electronic verification): Ronald W Tigges

Date: 08/26/2020

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TITLE 2
CHAPTER 6
RESILIENT COMMUNITY ADVISORY COMMISSION

Established 7-1-16

Amended 1-3-17

2-6-1: COMMISSION CREATED:

There is hereby created the Resilient Community Advisory Commission.

2-6-2: PURPOSE:

The purpose of the commission is to advise on city policies and practices to assure resilient outcomes; facilitate the ability to adapt to factors influencing the social/cultural, economic and environmental wellbeing of the community; prevent, prepare for, and recover from adverse vulnerabilities and change through coordination, data analysis, evaluation and citizen engagement; and to create a viable, livable and equitable community.

2-6-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this Code of Ordinances or the Iowa Code.

2-6-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations.

2-6-5: MEMBERSHIP:

- A. The commission comprises nine (9) residents of the city, appointed by the city council.
- B. Qualifications. Efforts should be taken to balance the composition of the commission as follows:
 1. Members must be able to think systemically and analyze data in order to meet the stated purpose of the commission.
 2. Members' interest and/or expertise must represent the three pillars of the Sustainable Dubuque model: economic prosperity, environmental integrity, and social/cultural vibrancy.
 3. Members should represent a wide range of sectors within the community, including business, neighborhoods, non-profit, and educational institutions.
 4. Three (3) or more members should also hold positions on one of the following commissions: Arts & Culture Advisory Commission, Catfish Creek Watershed Management Authority, Community Development Advisory Commission, Historic Preservation Commission, Housing Commission, Human Rights Commission, Long Range Planning Advisory Commission, Parks & Recreation Advisory Commission, Transit Advisory Commission, and/or Zoning Advisory Commission.
 5. Members should represent the socio-economic, geographic, and demographic diversity of the community, including youth representation.

2-6-6: OATH:

Each person, upon appointment or reappointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or reappointment or at the city clerk's office any time prior to the first meeting of the commission.

2-6-7: TERMS:

The initial terms shall be as follows:

- A. Two (2) at-large members appointed until July 1, 2018;
- B. Two (2) at-large members appointed until July 1, 2019; and
- C. Two (2) at-large members appointed until July 1, 2020.
- D. Three (3) cross representative members appointed until the expiration of their terms on the cross represented board or commission.

Following the initial terms, the term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified.

The terms of the cross representatives appointed from the Arts & Culture Advisory Commission, Catfish Creek Watershed Management Authority, Community Development Advisory Commission, Historic Preservation Commission, Housing Commission, Human Rights Commission, Long Range Planning Advisory Commission, Parks & Recreation Advisory Commission, Transit Advisory Commission, and/or Zoning Advisory Commission must coincide with their terms on the Resilient Community Advisory Commission.

2-6-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments.

2-6-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice-chairperson, each to serve a term of one (1) year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term.

2-6-10: MEETINGS:

- A. Regular Meetings. The commission must meet monthly.
- B. Special Meetings. Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings. All meetings must be called and held in conformance with the Iowa Open Meetings Law.

D. Attendance.

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
2. Attendance must be entered upon the minutes of all meetings.

E. Minutes. A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after each meeting, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum. Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution.

2-6-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies budget.

2-6-12: REMOVAL:

Except as provided in 2-6-10(D)(1), the city council may remove any commissioner for good cause.

2-6-13: POWERS:

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

- A. To review research and data in order to provide input on re-identification, prevention, and plans for potential economic, environmental, and social/cultural vulnerabilities.
- B. To review plans for long-term prevention, preparedness, and recovery efforts.
- C. To review policy and program recommendations to the city council in order to influence resilient outcomes for the community.
- D. To provide comment to the city council on the allocation of budgeted city funding to achieve adopted resiliency goals.
- E. To educate and engage the public on commission priorities.
- F. To provide input on and review strategies to address identified vulnerabilities in collaboration with city staff, other city commissions and community partners.
- G. To review and make recommendations regarding Sustainable Dubuque Community Grant allocations.
- H. To respect the policy making authority of the city council, the city manager's responsibilities to implement the goals and priorities the council establishes (council manager form of government) and the responsibility of city staff to report to the city manager.
- I. To ensure coordination and communication with other commissions.

Trish Gleason

From: noreply@civicplus.com
Sent: February 13, 2019 10:04 PM
To: Kevin Firnstahl; Trish Gleason; Kevin Firnstahl; Gina Bell; Mary Rose Corrigan
Subject: Online Form Submittal: Board/Commission Application Form

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Resilient Community Advisory Commission

Please select which required criteria you possess to qualify for the Resilient Community Advisory Commission Interest and/or expertise in economic prosperity, Interest and/or expertise in environmental integrity, Interest and/or expertise in social/cultural vibrancy, Think systemically and analyze data

Name: Nicole Breitbach

Gender (choose all that apply) Note: Some City Boards/Commissions are subject to the gender balance requirement in Iowa Code Section 69.16A Woman

If trans or transgender please specify: *Field not completed.*

If another identity please specify: *Field not completed.*

Home Address: PLEASE NOTE: you must live within the Dubuque city limits to 275 Fremont Ave

apply/serve on a City of
Dubuque board or
commission

Zip Code:	52003
Home Phone Number:	5635902709
Business Name:	American Red Cross
Business Address:	2400 Asbury Rd.
Business Zip Code:	52001
Business Phone Number:	5632353055
Occupation:	Nonprofit
Position with Company	Executive Director
Email Address(es):	nicole.h.breitbach@gmail.com
Experience or education which qualifies you for this board or commission:	MBA from Clarke University, BA in Communication Studies with Spanish Minor and International Business Certificate from the University of Iowa. In my current role as American Red Cross Executive Director for Northeast Iowa I regularly take Red Cross and FEMA courses on preparedness, response, recovery and leadership.
What contributions can you make or state reason for applying?	My experience in community outreach, non-profit management, data analysis, and strategic planning make me a strong candidate for this position. I am applying due to my interest in how the city is addressing the three pillars of Sustainable Dubuque: economic prosperity, environmental integrity and social/cultural vibrancy.
Describe your experience working in diverse environments:	At the American Red Cross my primary responsibility is to engage our volunteers and the community in our mission. I regularly reach out to gain feedback on our engagement strategies and service delivery. I gather this information, and share it with our teams to see how we can implement better processes and procedures. When disaster strikes northeast Iowa, I work with city and elected officials to make sure the Red Cross is meeting the need and then communicating that with the public. When Hurricane Irma and Maria hit during the fall of 2017 I was deployed to the US Virgin Islands to support public affairs across all three islands. The demographic of the population was very different from Iowa, as well as the type of communication channels we had to use. I currently serve as an

advocate and board member for the Riverview Center. Working with a variety of survivors at one of their most vulnerable times.

Describe your experience engaging other community members to gather their input and opinions:

At the Red Cross we serve a wide range of constituents. From our corporate sponsors, blood donors, volunteers, and clients I am always gathering feedback on how we can better serve the community, especially underserved populations. Our smoke alarm project and disaster preparedness initiatives look at how we can best get into these vulnerable parts of our community, to help make them more resilient. I work regularly with the first responders, emergency management and local non-profits to share the feedback I receive and to learn about their concerns and needs. I am responsible for managing our board of directors. To make sure that we are receiving valuable input, we regularly evaluate the board to make sure we are diverse and have a wide range of sectors from the community represented. This enhances our outreach efforts in supporting our mission, engaging our current workforce and gathering feedback.

List two references:
(Include their name and phone number)

Chief Mark Dalsing (563) 580-2812 Maureen Quann (563) 589-4381

Are you currently serving on other Boards, Commissions, or Committees?

Yes

If yes, which?

Riverview Center Board Member

Have you served on a Board, Commission, or Committee before?

Yes

If yes, which?

Riverview Center Board Clarke University Alumni Board
Dubuque Senior High School Foundation

Have you participated in the City Life program?

No

If so, when?

Field not completed.

Have you participated in the Intercultural Competency Program?

No

If so, when?

Field not completed.

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations

Signature (type your name here as electronic verification): Nicole H. Breitbach

Nicole H. Breitbach

563.590.2709 | nicole.h.breitbach@gmail.com | Dubuque, IA

PROFESSIONAL EXPERIENCE

Community Affairs Manager | Black Hills Energy

April 2019-Present

- Successfully negotiate, renew and coordinate franchise agreements through strong relationships and proactive communication.
- Develop and enhance effective communications channels and relationships with community, business, local and state governing agencies, builders and developers, civic and other leaders.
- Serve as the spokesperson of Black Hills Energy in the community. Develop and execute a proactive media relations strategy.
- Facilitate sponsorship, donation and volunteerism initiatives.
- Serve as the primary contact for city officials in 65 communities across Iowa. Meet annually and as needed to discuss city plans, construction, city council presentations and community engagement initiatives.
- Collaborate, develop and implement corporate wide initiatives that are customer focused and growth-oriented for the 1.28 million natural gas and electric utility customers we serve.
- Regularly lead corporate mentoring groups.

Executive Director | American Red Cross

September 2016-April 2019

- Responsible for the primary oversight and execution of initiatives within an 18-county market.
- Build community presence and awareness through relationships with the local media, elected officials, and key governmental partners.
- Recruit and develop local volunteer leaders to achieve mission metrics and support service delivery.
- Manage United Way relationships, local donors and board of director contributions to the organization.
- Recruit, manage and steward board of directors.
- Lead a committee of volunteers through the planning, marketing, fundraising and stewardship of the annual Everyday Heroes of Northeast Iowa awards.
- Part of the initial disaster response team that was deployed to the U.S. Virgin Islands after Hurricane Maria, responsible for external crisis communication across all three islands.
- Serve as the interim regional communication officer, develop and implement a social media strategy across the state of Iowa that reflects priorities and is aligned with the national message.

Major Gift Officer | Clarke University

April 2015-September 2016

- Responsible for managing a portfolio of 300 donors across the country, discovering opportunities of interest to support the University, and presenting gift proposals of up to \$1 million.
- Share the University's strategic goals to secure funding for capital projects, planned gifts and unrestricted funds.

Director of Alumni Relations | Clarke University

June 2013-April 2015

- Responsible for the primary oversight, development and execution of alumni engagement programs.
- Regularly exceed event planning goals in target populations with constituents in attendance.
- Work closely with the alumni association board of directors to arrange board meetings, staff committees and ensure productive relationships between its members and the institution.
- Establish and build relationships with alumni via direct contact, email, social media and print publications.
- Provide creative direction, copy and review for the alumni magazine produced quarterly.

Nicole H. Breitbach

563.590.2709 | nicole.h.breitbach@gmail.com | Dubuque, IA

Associate Director of Development for Annual Funds | *Clarke University*

June 2012-May 2013

- Responsible for the development, planning, and execution of all university annual fundraising programs including direct mail, email, phonathon, and events.
- Serve as staff lead for the annual Golf Classic which raises over \$80,000 in scholarship support by securing business sponsorships, organizing day-of activities, and overseeing volunteers.

Associate Director of Development for Annual Funds | *Clarke University*

June 2011-May 2012

- Plan and implement the university's annual phonathon program which contacted over 7,800 alumni and friends per year, generating an additional \$175,000 in scholarship and annual support.

Program Manager | *Ruffalo Noel Levitz*

October 2009-May 2011

- Develop strategy and manage fundraising teams for higher education and catholic charity clients across the country.

EDUCATION

Clarke University

Master of Business Administration, May 2015

The University of Iowa

B.A., Communication Studies, May 2009

Certificate, International Business

Minor, Spanish

MEMBERSHIPS & ORGANIZATIONS

Riverview Center

Board Member, 2016-Present

Vice Chair, 2020-Present

Development Committee Chair, 2016-2020

Survivor Advocate, 2014-Present

AWARDS & RECONGITION

Telegraph Herald Rising Star, 2018

Clarke University Staff Assembly President, 2014-2015

Association of Fundraising Professionals Chamberlain Scholarship Recipient, 2012

Ruffalo Noel Levitz Lead Program, 2010

Trish Gleason

From: noreply@civicplus.com
Sent: August 11, 2020 2:11 PM
To: Kevin Firnstahl; Trish Gleason; Gina Bell
Subject: Online Form Submittal: Board/Commission Application Form

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Resilient Community Advisory Commission

Please select which required criteria you possess to qualify for the Resilient Community Advisory Commission Interest and/or expertise in social/cultural vibrancy

Name: Jade Romagna

Gender (choose all that apply) Note: Some City Boards/Commissions are subject to the gender balance requirement in Iowa Code Section 69.16A Woman

If trans or transgender please specify: Field not completed.

If another identity please specify: Field not completed.

Home Address: PLEASE NOTE: you must live within the Dubuque city limits to 998 June Drive

apply/serve on a City of
Dubuque board or
commission

Zip Code:	52003
Home Phone Number:	5635424841
Business Name:	Platinum Supplemental Insurance
Business Address:	<i>Field not completed.</i>
Business Zip Code:	52003
Business Phone Number:	<i>Field not completed.</i>
Occupation:	<i>Field not completed.</i>
Position with Company	<i>Field not completed.</i>
Email Address(es):	jromagna@pltnm.com
Experience or education which qualifies you for this board or commission:	Bachelors-Criminal Justice Minor- Business Admin
What contributions can you make or state reason for applying?	I am a young profession looking to get involved in my community long term. I believe I can bring new ideas to the table help get more of Dubuque youth involved. I have lots of time and passion to devote to bettering my community
Describe your experience working in diverse environments:	Boys and Girls club volunteer Dubuque Womens leadership netowrk Dubuque Young Professionals
Describe your experience engaging other community members to gather their input and opinions:	While in college I was a Student Government Representative and was leader of Community engagement where we merged our campus community with the City of Dubuque to help our students with job finding along with help the youth of Dubuque find young mentors on our campus.
List two references: (Include their name and phone number)	Jennifer Mond- (563)213-6341 Joel janecek (563) 213-8276
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	<i>Field not completed.</i>

Have you served on a Board, Commission, or Committee before?

Yes

If yes, which?

In college; student government, Pre Law, Community Engagement

Have you participated in the City Life program?

No

If so, when?

Field not completed.

Have you participated in the Intercultural Competency Program?

No

If so, when?

Field not completed.

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Signature (type your name here as electronic verification):

Jade E Romagna

Date:

8/11/2020

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Click [here](#) to report this email as spam.

Trish Gleason

From: noreply@civicplus.com
Sent: August 24, 2020 10:32 AM
To: Kevin Firnstahl; Trish Gleason; Gina Bell
Subject: Online Form Submittal: Board/Commission Application Form

Board/Commission Application Form

Individuals serving on Boards and Commissions play an important role in advising the City Council on matters of interest to our community and its future. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA, accepts applications for any Board and/or Commission at any time. Applications stay active for one year from the date of receipt in the Clerk's Office. Applications to multiple vacancies and/or reappointment requests requires separate applications.

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Personal Information

Select the Board, Commission, or Committee applying for: Resilient Community Advisory Commission

Please select which required criteria you possess to qualify for the Resilient Community Advisory Commission Interest and/or expertise in economic prosperity, Interest and/or expertise in environmental integrity, Interest and/or expertise in social/cultural vibrancy, Think systemically and analyze data

Name: Whitney Sanger

Gender (choose all that apply) Note: Some City Boards/Commissions are subject to the gender balance requirement in Iowa Code Section 69.16A Woman

If trans or transgender please specify: *Field not completed.*

If another identity please specify: *Field not completed.*

Home Address: PLEASE NOTE: you must live within the Dubuque city limits to 2250 CLYDESALE COURT -

apply/serve on a City of
Dubuque board or
commission

Zip Code:	52001
Home Phone Number:	5638808216
Business Name:	Travel Dubuque Project Rooted
Business Address:	PO Box 1169
Business Zip Code:	52004
Business Phone Number:	563.880.8216
Occupation:	Travel Dubuque Project Rooted
Position with Company	Sales President
Email Address(es):	whitneysanger@gmail.com
Experience or education which qualifies you for this board or commission:	As a Dubuque Native and strong community member I believe that I can make a direct impact in creating a more resilient community. Through my time working in various non-profits including Project Rooted, Travel Dubuque and other community based organizations I have had a wide array of experience in creating a culture that is vibrant, sustainable, equitable and just. In addition to my full times roles I have engaged in other learning methods including the Equity, Inclusion and Diversity workshops series, diversity training, Leadership Dubuque and Young Professional events. I am always eager and willing to engage in new ways of learning and am always open when new opportunities rise to become a better version of myself. I believe through this education and experience I can help strongly represent all three pillars of a resilient Dubuque.
What contributions can you make or state reason for applying?	Creating relationships and building a strong community have always been my strong suits. Many commend me for my ability to pivot and adjust to difficult situations, to react quickly and to provide solutions for any problems we face. In the past I have showed my ability to use the resources around me and build connections, including local organizations and businesses to create a bigger impact. I believe through these skills and experiences I will be able to contribute greatly to this commission. I want to continue to see my community thrive and I believe I can help achieve that goal. Most importantly I strongly align both personally and professionally with the objectives that the Imagine Dubuque has set forth. Through my

Presidency at Project Rooted we have been directly seeking the goals that our outlined within this plan. I believe with my knowledge through this organization I can have a direct impact in moving towards a more resilient community.

Describe your experience working in diverse environments:

Through Project Rooted I have managed and led a group of 14 diverse individuals on the Board of Directors. When facing a diverse group of individuals I know the importance of adapting as a leader and respecting all opinions and beliefs. In addition our work is inclusive and works to serve all of the community, without discrimination on economic status, ethnicity, race or background. In addition through my time at Travel Dubuque I have worked with travelers from all over the United States, this has taught me to be open and receptive.

Furthermore on a personal level i try to immerse myself and my family in other cultures through events with the Multicultural family center, diversity summits, community events at more. Finally My time abroad in Belgium for a year has also taught me many life lessons about diversity and has helped guide me as an individual.

Describe your experience engaging other community members to gather their input and opinions:

Community engagement and outreach has always been a part of my life. I thrive when I am connecting with others, learning from them, listening and putting forth action that helps myself and the community grow. I have done this in my personal life through volunteering and also through my careers. At my time at Travel Dubuque we do this on a daily basis, whether that be through events, social media outlets, surveys, in person engagement and more. Furthermore Project Rooted was built on a basis of community need, a need which we saw through the input of the Imagine Dubuque Campaign. Through this organization we are consistently reaching out to all aspects of the community including, schools, churches, institutions and individual houses. It is through this input that we determine future projects and events.

List two references:
(Include their name and phone number)

Keith Rahe - 563- 590-7240
Julie Kronlage - 563-213-0445

Are you currently serving on other Boards, Commissions, or Committees?

No

If yes, which?

Field not completed.

Have you served on a Board, Commission, or Committee before?

No

If yes, which?

Field not completed.

Have you participated in the City Life program?

No

If so, when?

Field not completed.

Have you participated in the Intercultural Competency Program?

No

If so, when?

Field not completed.

This application is a public document and as such can be reproduced and distributed for the public. Each application for reappointment to a City Board or Commission will be considered without regard to incumbency. Misrepresentations on this application will constitute just cause for removal of an appointee. Specific attention should be directed to possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office.

Signature (type your name here as electronic verification):

Whitney Sanger

Date:

8.24.2020

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CITY OF DUBUQUE, IOWA - BOARDS AND COMMISSIONS

As prepared for the Council Meeting 9-21-20

	Indicates State - mandated board/commission subject to the 2012 Gender Balance Law.	
Vacant	Indicates Current Opening	
1/1/20	Indicates openings within the next year	

AIRPORT COMMISSION		
4 Yr. Term - Meets 4th Monday 4 p.m. - Airport		
Douglas	Brotherton	9/14/21
Marianne	Kurtz-Weber	9/14/21
Michael	Phillips	9/14/22
Robert	Blocker	9/14/22
Sue	Clemenson	9/14/20

AIRPORT ZONING BOARD OF ADJUSTMENTS			
5 Yr. Term - Meets on Call			
Vacant	Vacant	County Representative	2/15/21
Vacant	Vacant	City ZBA Rep.	3/25/21
Vacant	Vacant	County Representative	2/15/21
Vacant	Vacant	City ZBA Rep.	3/25/24
Vacant	Vacant	Appointed by 4 memb.	unknown

AIRPORT ZONING COMMISSION			
6 Yr. Term - Apptd. 1996, Meets on Call			
Vacant	Vacant	Appointed by 4 members	12/31/20
Vacant	Vacant	County Representative	12/31/20
Vacant	Vacant	County Representative	12/31/20
Michael	Belmont	City ZAC Representative	7/1/22
Vacant	Vacant	City ZAC Representative	7/1/22

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION			
3 Yr. Term - Meets Monthly., Library Board Room			
Paula	Neuhaus	Business Prof.-Living/Working In	6/30/21
Gina	Siegert	Business Prof.	6/30/21
Tyler	Daugherty	At-Large	6/30/21
Ali	Levasseur	Arts Rep	6/30/22
Ryan	Decker	Arts Rep	6/30/22
Susan	Riedel	Arts Rep	6/30/22
Nicholas	Halder	Arts Rep	6/30/22

BOARD OF REVIEW (Appointed by City Conference Board)		
This is NOT a City of Dubuque Board		
6 Yr. Term - Meets May 1-30		
Laure	Lewis	12/31/24
Jean	Hoeger	12/31/24
Angie	Mozena	12/31/21
Greg	Hutchinson	12/31/22
Bradley	Brissey	12/31/23

BUILDING CODE AND ADVISORY APPEALS BOARD			
3 Yr. Term - Meets as needed			
Vacant	Vacant	Residential Contractor	8/1/21
Vacant	Vacant	Architect/Engineer	8/1/22
Vacant	Vacant	Journeyman Carpenter	8/1/22
Vacant	Vacant	ADA Representative	8/1/20
Vacant	Vacant	Commercial Contractor	8/1/20
Katrina	Wilberding	ADA Representative	8/1/21
George	Cooley	At-Large	8/1/21

CATFISH CREEK WATERSHED MANAGEMENT AUTHORITY		
4 Yr. term - Meets Quarterly		
Steven	Drahozal	7/16/24
Jared	Mc Govern	7/16/24

CABLE TV COMMISSION		
3 Yr. Term - Meets 1st Wed., 4:00 pm		
Pauline	Maloney	7/1/23
Garrett	Heidenreich	7/1/23
Vacant	Vacant	7/1/20
Vacant	Vacant	7/1/21
Vacant	Vacant	7/1/21
Jennifer	Tigges	7/1/21
Alan	Vincent	7/1/21

CIVIC CENTER ADVISORY COMMISSION		
3 Yr. Term - Meets last Monday of each month, 3:30 p.m.		
Bi-Monthly starting Jan., Five Flags		
Tyler	Daugherty	6/29/21
Mc Kenzie	Blau	6/29/22
Nicholas	Huff	6/29/22
Bryce	Parks	6/29/21
Rod	Bakke	6/29/22

CIVIL SERVICE COMMISSION		
4 Yr. Term - Meets on Call		
Phil	Baskerville	4/6/22
Carla	Heathcote	4/6/24
Daniel	White	4/6/21

COMMUNITY DEVELOPMENT ADVISORY COMMISSION			
3 Yr. Term - Meets 3rd Tue., 5:30 p.m., Federal Bldg./Housing			
Janice	Craddieth	Housing Commission Rep	8/17/20
Kelly	Fox	Low/Mod Income Area	2/15/23
Hilary	Dalton	Low/Mod Income Area	2/15/23
Gerald	Hammel, Jr.	At-Large	2/15/23
Julie	Woodyard	Low/Mod Income Area	2/15/21
Thomas	Wainwright	At-Large	2/15/21
Vacant	Vacant	Low/Mod Income Area	2/15/22
Michelle	Hinke	At-Large	2/15/22
Dean	Boles	At-Large	2/15/22

ELECTRICAL CODE BOARD			
3 Yr. Term - Meets Bi-Monthly, 3rd Monday			
James	Dixon	Electrical Background	5/21/23
Vacant	Vacant	Electrical Background	5/21/20
Andy	Palmer	Electrical Background	5/21/23
Tom	Townsend	Electrical Background	5/21/23
Vacant	Vacant	At-Large	5/21/20
Vacant	Vacant	Electrical Background	5/21/21
Paul	Uhlrich	Electrical Background	5/21/21

HISTORIC PRESERVATION COMMISSION			
3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.			
Rick	Stuter	W 11th District	7/1/22
Vacant	Vacant	Langworthy District	7/1/20
Christina	Monk	Architect At-Large	7/1/23
Joseph	Rapp	Old Main District - Interim	7/1/21
William	Doyle	At-Large	7/1/21
John	Mc Andrews	Cathedral District	7/1/23
Melissa	Cassill	At-Large	7/1/21
Brandi	Clark	At-Large	7/1/21
Craig	Reber	Jackson Park District	7/1/22

HOUSING BOARD OF APPEALS			
3 Yr. Term - 3rd Tues. 4:00 p.m., Fed Bldg.			
Ronald	White	Tenant/Landlord Issues	1/11/22
Jeff	Lenhart	Tenant/Landlord Issues	1/11/23
Mary	Gotz	Tenant/Landlord Issues	1/11/21
Gil	Spence	Tenant/Landlord Issues	1/11/22
Christoffer	Lammer-Heindel	Tenant/Landlord Issues	1/11/21

HOUSING COMMISSION			
3 Yr. Term - Meets monthly 4th Tues., 4:00 p.m., Fed. Bldg.			
Coralita	Shumaker	Section 8 Recipient	8/17/21
David	Wall	At-Large	8/17/22
Suzanne	Stroud	At-Large	8/17/22
Rick	Baumhover	Trust Fund Rep. Primary Comm.	8/17/22
Janice	Craddieth	At-Large	8/17/23
Amy	Eudaley	Trust Fund Rep. Primary Comm.	8/17/23
Sam	Wooden	At-Large	8/17/21
Gail	Weitz	At-Large	8/17/21
Michelle	Becwar	CDAC Rep. Primary Comm.	8/17/21
Hilary	Dalton	At-Large	8/17/21

HOUSING TRUST FUND ADVISORY COMMITTEE			
3 Yr. Term - Meets atleast 2 times per year and as needed			
Rick	Baumhover	Housing Commission Rep	8/17/22
Dorothy	Schwendinger	At-Large	8/17/22
Amy	Eudaley	Housing Commission Rep	8/17/20
Jim	Holz	At-Large	8/17/21
Michelle	Becwar	At-Large	8/17/21

HUMAN RIGHTS COMMISSION			
3 Yr. Term - Meets 2nd Mon. 4:30 p.m., City Hall Annex			
Adrienne	Breitfelder		1/1/22
Michael	Durnin		1/1/23
Mallory	Gardiner		1/1/23
Miquel	Jackson		1/1/23
Anthony	Allen		1/1/21
Jason	Keeler		1/1/21
Gerald	Hammel Jr.		1/1/22
Kathy	McCarthy		1/1/21
Ashley	Regan		1/1/22

INVESTMENT OVERSIGHT ADVISORY COMMISSION			
3 Yr. Term - Meets Qrtly, 4th Wed. 3 p.m., City Hall			
Paul	Lassance		7/1/23
Franz	Becker		7/1/21
Luke	Schiltz		7/1/21
Stephen	Reisdorf		7/1/22
Gary	Ruden		7/1/22

LIBRARY BOARD OF TRUSTEES			
4 Yr. Term - Meets 4th Thur. 4 p.m., Library			
Patricia	Poggemiller		7/1/22
Rosemary	Kramer		7/1/22
Victor	Lieberman		7/1/23
Pam	Mullin		7/1/23
Robert	Armstrong		7/1/24
Christina	Monk		7/1/24
Greg	Gorton		7/1/21

LONG RANGE PLANNING ADVISORY COMM.			
3 Yr. Term - Meets monthly 3rd Wed. 5:30 p.m., City Hall			
Michael	Peroski		7/1/23
Vacant	Vacant		7/1/20
Alan	Vincent		7/1/23
Tyler	Stoffel		7/1/21
John	Pregler		7/1/21
John	Krayer		7/1/22
Vacant	Vacant		7/1/22

MEDIACOM CHARITABLE FOUNDATION			
1 Yr. Term - On Call, CC Appt'd Reps.			
Gail	Chavenelle		12/31/20
Constance	Twining		12/31/20

MECHANICAL AND PLUMBING CODE BOARD			
3 Yr. Term - Upon request, City Hall			
Dan	Hillary		3/16/22
Tom	Giese		3/16/23
Dieter	Muhlack		3/16/23
Vacant	Vacant		3/16/21
Corey	Valaskey		3/16/21
Vacant	Vacant		3/16/22
Daniel	Mc Namer		3/16/22

PARK AND RECREATION ADVISORY COMMISSION			
3 Yr. Term - Meets 2nd Tues., 4:30 p.m. Bunker Hill			
Robin	Kennicker		6/30/23
Justin	Hochberger		6/30/23
Jessica	Ochoa		6/30/23
Jennifer	Tigges		6/30/21
Ray	Werner		6/30/22
Robert	McCoy		6/30/22
Hobie	Wood		6/30/22

POLICE RELATIONS COMMITTEE - DUBUQUE COMMUNITY			
2 Yr. Term - Meets, 4th Mon. 5:30 p.m.			
Weston	Jason	Alternate	4/1/21
Schneider	Sarah	Primary	10/1/20
Meier	Steven	Alternate	8/30/21
Kundert	Rob	Primary	8/31/21
Hinke	Michelle	Alternate	8/31/21
Serna	Dora	Primary	5/20/21

RESILIENT COMMUNITY ADVISORY COMMISSION			
3 Yr. Term - Meets 1st Thur. 5:00 p.m.			
Jacob	Kohlhaas		7/1/22
Robin	Kennicker	Commission Rep.	7/30/23
Craig	Reber	Commission Rep.	7/30/21
Sara	Booth		7/1/21
Adam	Hoffman		7/1/21
Candace	Eudaley-Loebach		7/1/22
Vacant	Vacant		7/1/22
Dean	Boles		7/1/23
Lalith	Jayawickrama		7/1/23

TRANSIT ADVISORY BOARD			
3 Yr. Term - Meets monthly, 2nd Thur. Intermodal Transit Station			
Luanna	Gerdemann		7/30/22
Garrett	Heidenreich		7/30/23
Vacant	Vacant		7/30/20
Robert	Daughters		7/30/23
Matthew	Esser		7/30/21

ZONING ADVISORY COMMISSION			
3 Yr. Term - Meets monthly 1st Wed., 6:30p.m., Fed. Bldg..			
Matthew	Mulligan		7/1/22
Martha	Christ		7/1/23
Rebecca	Kemp		7/1/23
Vacant	Vacant	Airport ZAC Rep. Primary Comm.	7/1/20
Richard	Russell		7/1/21
Brittany	Loeffelholz		7/1/21
Pat	Norton		7/1/22

ZONING BOARD OF ADJUSTMENTS			
5 Yr. Term - Meets monthly 4th Thur., 5:00 p.m. Fed. Bldg..			
Gwen	Kosel	Airport ZBA Rep. Primary Comm.	3/25/24
Keith	Ahlvin		3/25/25
Jonathan	Mc Coy		3/25/21
Bethany	Golombeski		3/25/22
Matthew	Mauss	Airport ZBA Rep. Primary Comm.	3/25/23

City of Dubuque, Iowa
Boards and Commissions
Current and Upcoming Openings Through September 2020

Updated September 10, 2020

Airport Zoning Board of Adjustment ***

Airport Zoning Commission ***

Building Code and Advisory Appeals Board

- ADA Representative
- Architect/Engineer
- Journeyman Carpenter
- Residential Contractor

Cable TV Commission

Community Development Advisory Commission

- Low to Moderate Income Rep.

Electrical Code Board

Historic Preservation Commission***

- Langworthy District
- Old Main District

Long Rang Planning Advisory Commission

Mechanical and Plumbing Code Board

Resilient Community Advisory Commission

Transit Advisory Board

Zoning Advisory Commission***

*** Indicates Subject to the State of Iowa Gender Balance Law

Applications can be printed or submitted on-line from www.cityofdubuque.org or through the City Clerk's Office.

Applications can be submitted at any time for all boards and commissions and are activated as positions become available.

Applications remain on file for one year from the date they are submitted.

Some positions may require specific applicant qualifications or compliance with the State of Iowa Gender Balance Law

For a complete list of boards and commissions, descriptions, terms and meeting information, please visit the City Clerk's web page at www.cityofdubuque.org.

City Clerk's Office • 50 W. 13th Street, Dubuque, IA 52001 • 563.589.4100

**City of Dubuque
City Council Meeting**

Public Hearings # 1.

ITEM TITLE:

BVM-PHS Grant of Sanitary Sewer Easement

SUMMARY:

Proof of publication on notice of public hearing to consider granting a private sanitary sewer easement across City-owned property along Julien Dubuque Drive to BVM-PHS Senior Housing, Inc. as part of the Mt. Carmel Campus improvements project, and the City Manager recommending approval.

RESOLUTION Granting Easement for sanitary sewer utility to BVM PHS Senior Housing, Inc. across part of Lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E lying north of Julien Dubuque Drive, Dubuque County, Iowa

RESOLUTION Disposing of City interest by Grant of Easement for Sanitary Sewer Utility to BVM-PHS Senior Housing, Inc. across part of Lot 1-2-1 of the NW Fractional Quarter of the NE quarter and part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying north of Julien Dubuque Drive, Dubuque County, Iowa

**SUGGESTED
DISPOSITION:**

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

ATTACHMENTS:

Description	Type
BVM-PHS Grant of Sanitary Sewer Easement-MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Resolution Granting Easement	Resolutions
Resolution to Dispose	Resolutions
Grant of Easement	Supporting Documentation
Intent to Dispose from 9/8/20	Supporting Documentation
Area Map	Supporting Documentation
Proof of Publication	Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Grant of Easement to BVM-PHS Senior Housing, Inc.

DATE: September 15, 2020

City Engineer Gus Psihoyos recommends City Council approval for the granting of a private sanitary sewer easement across City-owned property along Julien Dubuque Drive to BVM-PHS Senior Housing, Inc. as part of the Mt. Carmel Campus improvements project.

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



Michael C. Van Milligen

MCVM:jh
Attachment

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Grant of Easement to BVM-PHS Senior Housing, Inc.

DATE: September 11, 2020

INTRODUCTION

This is in response to a request from BVM-PHS Senior Housing, Inc. for the granting of private sanitary sewer easement across City owned property along Julien Dubuque Drive as part of the Mt. Carmel Campus improvements project.

DISCUSSION

BVM-PHS Senior Housing, Inc. is proposing to improve the Mt. Carmel Campus by adding new skilled nursing, assisted living, memory care facilities (Phase 1 improvements), and independent senior living units (Phase 2 improvements) over the next several years.

By resolution number 274-19, the City approved a Memorandum of Agreement with BVM-PHS for the construction of a proposed sanitary sewer extension to serve the existing mother house building and the new skilled nursing, assisted living, and memory care facilities at the Mt. Carmel Campus. The approved MOU states that BVM-PHS will construct a private sewer from the BVM Phase 1 facilities to Julien Dubuque Drive. The City will then construct a public sewer from the existing sewer serving Shady Oaks to the end of the private BVM-PHS sewer along Julien Dubuque Drive. The City has completed the construction of the public sewer along Julien Dubuque Drive.

The BVM-PHS private sewer will run thru City owned property along Julien Dubuque Drive. The attached exhibit shows the City owned property and the proposed private easement. BVM-PHS has submitted construction plans for the improvements and associated work on the City owned property. City Engineering has reviewed and approved the drawings.

RECOMMENDATION

I would recommend that the "Grant of Easement" for sanitary sewer utility for the proposed private sanitary sewer main thru the City owned property on Julien Dubuque Drive be forwarded to City Council to be approved.

ACTION REQUESTED

The attached resolutions should be submitted to the City Council for consideration for the disposal of City interest and the granting of easement to BVM-PHS Senior Housing, Inc. for a private sanitary sewer utility thru City owned property on Julien Dubuque Drive

Prepared by Nate Kieffer, PLS, PE

Prepared by: Nate Kieffer, City of Dubuque, 50 W 13th St. Dubuque, IA 52001 (563) 589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W 13th St. Dubuque, IA 52001-(563) 589-4270

RESOLUTION NO. -20

RESOLUTION GRANTING EASEMENT FOR SANITARY SEWER UTILITY TO BVM-PHS SENIOR HOUSING, INC. ACROSS PART OF LOT 1-2-1 OF THE NW FRACTIONAL QUARTER OF THE NE QUARTER AND PART OF LOT 2-1 OF THE NE FRACTIONAL QUARTER OF THE NW QUARTER, SECTION 6, T88N, R3E, LYING NORTH OF JULIEN DUBUQUE DRIVE, DUBUQUE COUNTY, IOWA

Whereas, BVM-PHS Senior Housing, Inc. has requested a “Grant of Easement” for sanitary sewer utility across Part of Lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and Part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying North of Julien Dubuque Drive, Dubuque County, Iowa, for a private sanitary sewer main; and

Whereas, IIW, PC has prepared and submitted to the City Council an exhibit showing the easement area for the proposed private sanitary sewer main across City owned property being described as Part of Lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and Part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying North of Julien Dubuque Drive, Dubuque County, Iowa; and

Whereas, the City Council of the City of Dubuque, Iowa, has determined that the portion of Part of Lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and Part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying North of Julien Dubuque Drive, Dubuque County, Iowa can be utilized for the sanitary sewer utility, as shown on the Exhibit A, in the City of Dubuque, Dubuque County, Iowa, and should be approved.

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

Section 1. That the Grant of Easement for Sanitary Sewer Utility to BVM-PHS Senior Housing, Inc. be and the same is hereby approved.

Passed, approved and adopted this 21st day of September 2020.

Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl, CMC, City Clerk

Prepared by: Nate Kieffer, City of Dubuque, 50 W 13th St. Dubuque, IA 52001 (563) 589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W 13th St. Dubuque, IA 52001-(563) 589-4270

RESOLUTION NO. -20

**RESOLUTION DISPOSING OF CITY INTEREST BY GRANT OF EASEMENT FOR
SANITARY SEWER UTILITY TO BVM-PHS SENIOR HOUSING, INC. ACROSS PART
OF LOT 1-2-1 OF THE NW FRACTIONAL QUARTER OF THE NE QUARTER AND
PART OF LOT 2-1 OF THE NE FRACTIONAL QUARTER OF THE NW QUARTER,
SECTION 6, T88N, R3E, LYING NORTH OF JULIEN DUBUQUE DRIVE, DUBUQUE
COUNTY, IOWA**

Whereas, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 11th day of September, 2020, the City Council of the City of Dubuque, Iowa met on this 21st day of September, 2020, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, to consider the proposal for the granting of easement across City owned property described as:

Part of Lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and Part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying North of Julien Dubuque Drive, Dubuque County, Iowa

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the proposed granting of easement.

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

Section 1. That the Grant of Easement for Sanitary Sewer Utility to BVM-PHS Senior Housing, Inc. across Part of Lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and Part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying North of Julien Dubuque Drive, Dubuque County, Iowa, be and the same is hereby approved.

Section 2. That the Mayor be authorized and directed to execute the Grant of

Easement for Sanitary Sewer Utility and the City Clerk be and is hereby authorized and directed to deliver said Grant of Easement to BVM-PHS Senior Housing, Inc.

Section 3. That the City Clerk be and is hereby authorized and directed to record a certified copy of this Grant of Easement for Sanitary Sewer Utility in the offices of the Dubuque County Recorder.

Passed, approved and adopted this 21st day of September 2020.

Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl, CMC City Clerk

Prepared by: Nate Kieffer 50 W. 13th Street Dubuque Iowa 52001 (563-589-4270)
Return to: Nate Kieffer 50 W. 13th Street Dubuque Iowa 52001 (563-589-4270)

GRANT OF EASEMENT FOR SANITARY SEWER UTILITY

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the City of Dubuque ("Grantor"), of Dubuque County, State of Iowa, does hereby grant, sell and convey to BVM-PHS Senior Housing, Inc. ("Grantee"), its lessees, licensees, successors and assigns, from the date hereof, an easement through, under and across the following described real estate situated in Dubuque, Iowa, to wit:

PART OF LOT 1-2-1 OF THE NW FRACTIONAL QUARTER OF THE NE QUARTER AND PART OF LOT 2-1 OF THE NE FRACTIONAL QUARTER OF THE NW QUARTER, SECTION 6, T88N, R3E, LYING NORTH OF JULIEN DUBUQUE DRIVE, DUBUQUE COUNTY, IOWA, AS SHOWN ON THE ATTACHED EASEMENT EXHIBIT.

Said easement shall be as shown on the attached Easement Exhibit, for the purpose of constructing and maintain a private sanitary sewer main and all appurtenances in connection therewith (the Improvements), along with the right, privilege and authority to survey, inspect, construct, reconstruct, alter, maintain, operate, repair, replace, patrol and remove said Improvements. Said easement shall also include the right to cut, trim or remove trees, bushes and roots as may be required incident to rights given herein. Grantee shall have the right of ingress and egress to and from the said lines of Grantee over the lands of Grantor so that Grantee may go to and from said Improvements from the public roads adjacent to Grantor's lands. In exercising its rights of ingress and egress Grantee shall, whenever practical, use existing roads or lanes and shall repair any damage caused thereby.

Along with the right to occupy the temporary construction easement area(s) as shown on the attached Easement Exhibit until the completion of the project Improvements.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting itself, its heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety, operation or maintenance of said Improvements, and provided further that no building shall be constructed on the easement without written permission from Grantee.

Grantee, its successors and assigns, agrees to pay for any damage caused to the land, fences, or other personal property of Grantor from the construction, operations or maintenance of said Improvements.

The City reserves unto itself the perpetual right for the purpose of erecting, installing, constructing, reconstructing, maintaining, owning, operating and repair of storm and sanitary sewers, watermain, pavement, street lights, gas, telephone, television, fiber optics cable, and electrical lines above or below said private sanitary sewer main as such utilities would not interfere with the existence of the private sanitary sewer main.

Indemnification. Grantee shall defend, indemnify and hold harmless Grantor, its officers, agents and employees from and against any claim and cost of any kind, including without limitation, attorneys' fees and consulting fees, arising out any surveying, inspection, construction, reconstruction, alteration, replacement, maintenance, operation, repair, patrol or removal of said Improvements. This obligation shall survive the termination of this Grant of Easement.

Insurance. Grantee shall provide insurance as set forth in the attached Insurance Schedule during surveying, inspection, construction, reconstruction, alteration replacement, maintenance, operation, repair, patrol or removal of said Improvements.

To have and to hold unto the said Grantee forever, and the undersigned does hereby expressly covenant that Grantor is the owner in fee of said real estate and has good right to execute this Grant or Easement.

Dated at Dubuque, Iowa this _____ day of _____, 2020.

[SIGNATURE PAGES TO FOLLOW]

CITY OF DUBUQUE

By: _____
Roy Buol, Mayor

NOTARY PUBLIC

STATE OF IOWA,

COUNTY OF DUBUQUE, SS:

On this _____ day of _____, 2020 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Roy Buol, Mayor of the City of Dubuque, who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed on behalf of the Grantor.

Notary Public In and For Said State

ACCEPTANCE OF EASEMENT

BVM-PHS Senior Housing, Inc. accepts the terms and conditions of the Grant of Easement.

BVM-PHS SENIOR HOUSING, INC.

By: Alan Stache
Alan Stache, Secretary

NOTARY PUBLIC

STATE OF IOWA)
) SS.
COUNTY OF DUBUQUE)

On this 4 day of June, 2020, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Alan Stache, Secretary, who executed the within and foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed on behalf of BVM-PHS SENIOR HOUSING, INC.

Lori Hesselring
Notary Public In and For Said State

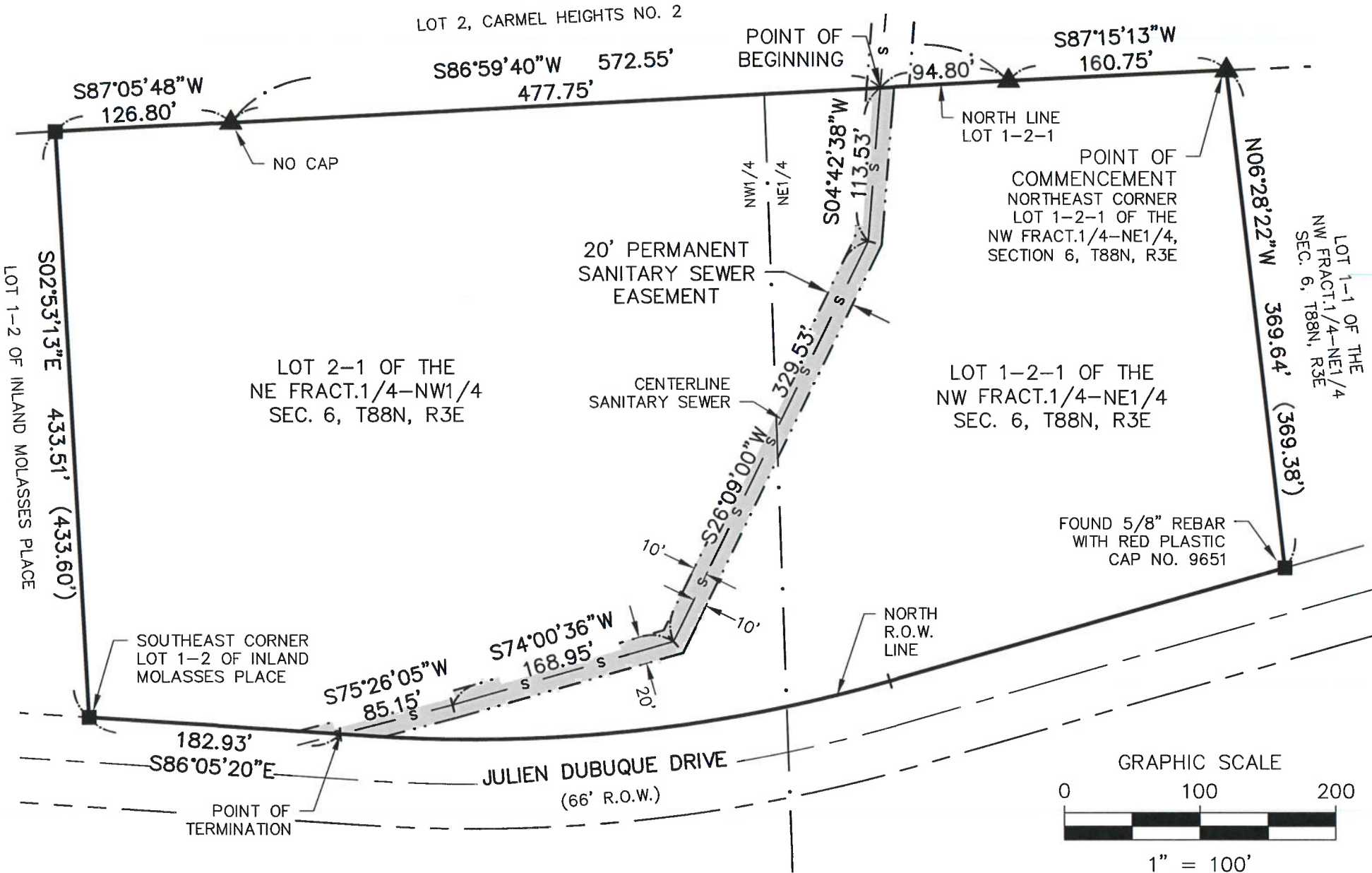


EXHIBIT A

FOR RECORDER USE

PLAT OF EASEMENT

A 20-FOOT PERMANENT SANITARY SEWER EASEMENT LYING WITHIN LOT 1-2-1 OF THE NW FRACT.1/4-NE1/4 AND LOT 2-1 OF THE NE FRACT.1/4-NW1/4 OF SECTION 6, T88N, R3E OF THE 5th P.M., LYING NORTH OF JULIEN DUBUQUE DRIVE, IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA



LEGAL DESCRIPTION:

A 20-FOOT PERMANENT SANITARY SEWER EASEMENT LYING WITHIN LOT 1-2-1 OF THE NW FRACT.1/4 OF THE NE1/4 AND LOT 2-1 OF THE NE FRACT.1/4 OF THE NW1/4, IN SECTION 6, T88N, R3E OF THE 5th P.M., LYING NORTH OF JULIEN DUBUQUE DRIVE, IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1-2-1; THENCE WESTERLY ALONG THE NORTH LINE OF SAID LOT 1-2-1, AND ALONG THE SOUTH LINE OF LOT 2 OF CARMEL HEIGHTS NO. 2 IN THE CITY OF DUBUQUE, IOWA, THE FOLLOWING TWO (2) COURSES: THENCE SOUTH 87 DEGREES 15 MINUTES 13 SECONDS WEST, 160.75 FEET; THENCE SOUTH 86 DEGREES 59 MINUTES 40 SECONDS WEST, 94.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTHWESTERLY ALONG THE CENTERLINE OF SAID 20-FOOT WIDE SANITARY SEWER EASEMENT, THE FOLLOWING THREE (4) COURSES: THENCE SOUTH 04 DEGREES 42 MINUTES 38 SECONDS WEST, 113.53 FEET; THENCE SOUTH 26 DEGREES 09 MINUTES 00 SECONDS WEST, 329.53 FEET; THENCE SOUTH 74 DEGREES 00 MINUTES 36 SECONDS WEST, 168.95 FEET; THENCE SOUTH 75 DEGREES 26 MINUTES 05 SECONDS WEST 85.15 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE AT THE NORTH RIGHT OF WAY LINE OF JULIEN DUBUQUE DRIVE, SAID POINT LYING SOUTH 86 DEGREES 05 MINUTES 20 SECONDS EAST, 182.93 FEET FROM THE SOUTHEAST CORNER OF LOT 1-2 OF INLAND MOLASSES PLACE IN THE CITY OF DUBUQUE, IOWA.

CONTAINING 13,943 SQUARE FEET, MORE OR LESS, AND SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS, AND RIGHT-OF-WAYS RECORD AND NOT OF RECORD.

SAID EASEMENT LYING TEN (10) FEET ON EITHER SIDE OF THE ABOVE DESCRIBED CENTERLINE, THE LINES OF WHICH SHALL BE LENGTHENED OR SHORTENED ACCORDINGLY TO TERMINATE AT THE PROPERTY LINES OF THE HEREIN DESCRIBED LOTS.

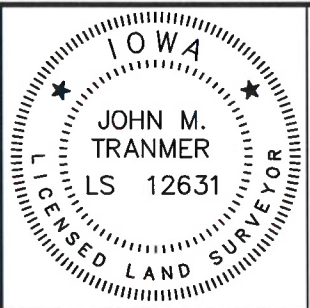
NOTE:
THIS SURVEY IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD AND NOT OF RECORD.

LEGEND

- PROPERTY BOUNDARY
- LOT/RIGHT-OF-WAY LINE
- PERMANENT EASEMENT
- SECTION LINE
- CENTERLINE
- SECTION RIGHT-OF-WAY
- RECORDED AS
- FOUND 5/8" IRON REBAR WITH YELLOW PLASTIC CAP NO. 4850 OR AS NOTED
- FOUND CONCRETE MONUMENT WITH BRASS CAP OR AS NOTED



DATE OF SURVEY:
AUGUST 10, 2020
TOTAL PERMANENT EASEMENT AREA:
13,943 SQ. FT.



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

FOR IIW, P.C.
John M. Tranmer
JOHN M. TRANMER
DATE 8/10/20
LICENSE NO. 12631 MY LICENSE RENEWAL DATE IS 12/31/2020
PAGES OR SHEETS COVERED BY THIS SEAL THIS SHEET ONLY

IIW, P.C. iiw INTEGRITY. EXPERTISE. SOLUTIONS. www.iiwengr.com • 800.556.4461		ARCHITECTURE CIVIL ENGINEERING CONSTRUCTION SERVICES ENVIRONMENTAL ENGINEERING LAND SURVEYING MUNICIPAL ENGINEERING STRUCTURAL ENGINEERING TRANSPORTATION ENGINEERING
DRAWN DMK	PLAT NO. 13-IA-20	
CHECKED JMT	PROJ. NO. 18092	
DATE 8-10-20	SHEET 1 of 1	
P:\18\092\DRAWINGS\SURVEY\18092 SANITARY EASEMENT		

Index Legend	LOT 1-2-1 OF NW FRACT.1/4-NE1/4
	LOT 2-1 OF NE FRACT.1/4-NW1/4
Location:	SECTION 6, T88N, R3E, MOSELEM TOWNSHIP LYING NORTH OF JULIEN DUBUQUE DRIVE IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA
Proprietor:	CITY OF DUBUQUE
Requestor:	SENIOR HOUSING PARTNERS
Surveyor:	JOHN M. TRANMER
Surveyor Company:	IIW, P.C., 4155 PENNSYLVANIA AVE DUBUQUE, IOWA 52002-2628 PHONE: (563)556-2464

INSURANCE SCHEDULE

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub-Subcontractors**

INSURANCE SCHEDULE F

Class A:

Asbestos Removal	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

Chemical Spraying	Landscaping	Rough Carpentry
Doors, Window & Glazing	Masonry	Stump Grinding
Drywall Systems	Vehicular Snow Removal	Tank Coating
Fertilizer Application	Painting & Wall Covering	Tree Removal
Geotech Boring	Pest Control	Tree Trimming
Insulation	Scaffolding	Tuckpointing
Finish Carpentry	Sidewalks	Waterproofing
	Plastering	Well Drilling

Class C:

Carpet Cleaning	General Cleaning	Power Washing
Carpet & Resilient Flooring	Grass Cutting	Tile & Terrazzo Flooring
Caulking & Sealants	Janitorial	Window Washing
Acoustical Ceiling	Non Vehicular Snow & Ice Removal	
Filter Cleaning	Office Furnishings	

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub Subcontractors**

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements to various policies shall be attached to the certificate of insurance.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention.

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub Subcontractors**

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22. Completed form must be attached.

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub Subcontractors**

INSURANCE SCHEDULE F (continued)

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

D) UMBRELLA/EXCESS LIABILITY

Umbrella liability coverage must be at least following form with the underlying policies included herein (General Liability, Automobile, Workers Compensation).

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ____ yes ____ no

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.

INSURANCE SCHEDULE F (continued)

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ____ yes ____ no

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

OR

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

**City of Dubuque Insurance Requirements for General, Artisan or Trade Contractors,
Subcontractors or Sub Subcontractors**

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

RESOLUTION NO. 279-20

**RESOLUTION OF INTENT TO DISPOSE OF CITY INTEREST BY GRANT OF EASEMENT FOR
SANITARY SEWER UTILITY TO BVM-PHS SENIOR HOUSING, INC. ACROSS PART OF LOT 1-2-
1 OF THE NW FRACTIONAL QUARTER OF THE NE QUARTER AND PART OF LOT 2-1 OF THE
NE FRACTIONAL QUARTER OF THE NW QUARTER, SECTION 6, T88N, R3E, LYING NORTH OF
JULIEN DUBUQUE DRIVE, DUBUQUE COUNTY, IOWA**

Whereas, BVM-PHS Senior Housing, Inc. has requested a "Grant of Easement" for sanitary sewer utility across Part of Lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and Part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying North of Julien Dubuque Drive, Dubuque County, Iowa, for a private sanitary sewer main; and

Whereas, by Resolution Number 274-19, the City has approved a Memorandum of Agreement with BVM-PHS Senior Housing, Inc., which requires the granting of said utility easement by the City to BVM-PHS Senior Housing, Inc.; and

Whereas, IIW, PC has prepared and submitted to the City Council an exhibit showing the easement area for the proposed private sanitary sewer main across Part of Lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and Part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying North of Julien Dubuque Drive, Dubuque County, Iowa.

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

Section 1. That the City of Dubuque intends to grant an easement for sanitary sewer utility to BVM-PHS Senior Housing, Inc. across Part of Lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and Part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying North of Julien Dubuque Drive, Dubuque County, Iowa, as shown on the attached Exhibit A.


Section 2. That a public hearing on the intent to dispose of City interest by Grant of Easement for Sanitary Sewer Utility to BVM-PHS Senior Housing, Inc. across Part of Lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and Part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying North of Julien Dubuque Drive, Dubuque County, Iowa, is hereby set for the 21st day of September 2020, by virtual means, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to dispose of said interest to be published in the manner as prescribed by law.

Passed, approved and adopted this 8th day of September 2020.



Roy D. Buol, Mayor

Attest:



Kevin S. Firnstahl, CMC, City Clerk

STATE OF IOWA
DUBUQUE COUNTY

SS:

CERTIFICATE OF PUBLICATION

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

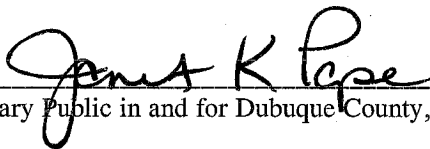
09/11/2020

and for which the charge is 69.04



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

this 11th day of September, 2020



Notary Public in and for Dubuque County, Iowa.



Ad text : CITY OF DUBUQUE, IOWA

OFFICIAL NOTICE

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa, will hold a public hearing on the 21st day of September, 2020 at 6:30 p.m. at which meeting the City Council proposes to dispose of an interest in the following described real property by easement to BVM-PHS Senior Housing, Inc.

Part of Lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and Part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying north of Julien Dubuque Drive, Dubuque County, Iowa.

Due to the ongoing COVID-19 pandemic, the City Council will meet virtually through GoToMeeting. The official agenda will be posted on Friday, September 18, 2020 and will contain listening, viewing, and public input options. The City Council agenda can be accessed at <https://cityofdubquue.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubquue.org.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. Written comments regarding the above public hearing can be submitted to the City Clerk's Office, City Hall, 50 W. 13th Street, or through ctyclerk@cityofdubquue.org on or before said time of public hearing.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, Iowa, and may be viewed during normal working hours.

Individuals with limited English proficiency, vision, hearing or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubquue.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Dated this 11th day of September 2020.

Kevin S. Firnstahl, CMC

City Clerk

RESOLUTION

NO. 279-20

RESOLUTION OF INTENT TO DISPOSE OF CITY INTEREST BY GRANT OF EASEMENT FOR SANITARY SEWER UTILITY TO BVM-PHS SENIOR HOUSING, INC. ACROSS PART OF LOT 1-2-1 OF THE NW FRACTIONAL QUARTER OF THE NE QUARTER AND PART OF LOT 2-1 OF THE NE FRACTIONAL QUARTER OF THE NW QUARTER, SECTION 6, T88N, R3E, LYING NORTH OF JULIEN DUBUQUE DRIVE, DUBUQUE COUNTY, IOWA

Whereas, BVM-PHS Senior Housing, Inc. has requested a "Grant of Easement" for sanitary sewer utility across Part of Lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and Part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying North of Julien Dubuque Drive, Dubuque County, Iowa, for a private sanitary sewer main; and

Whereas, by Resolution Number 274-19, the City has approved a Memorandum of Agreement with BVM-PHS Senior Housing, Inc., which requires the granting of said utility easement by the City to BVM-PHS Senior Housing, Inc.; and

Whereas, IIW, PC has prepared and submitted to the City Council an exhibit showing the easement area for the proposed private sanitary sewer main across Part of Lot 1-2-1 of the NW

Fractional Quarter of the NE Quarter and Part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying North of Julien Dubuque Drive, Dubuque County, Iowa.

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

Section 1. That the City of Dubuque intends to grant an easement for sanitary sewer utility to BVM-PHS Senior Housing, Inc. across Part of Lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and Part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying North of Julien Dubuque Drive, Dubuque County, Iowa, as shown on the attached Exhibit A.

Section 2. That a public hearing on the intent to dispose of City interest by Grant of Easement for Sanitary Sewer Utility to BVM-PHS Senior Housing, Inc. across Part of Lot 1-2-1 of the NW Fractional Quarter of the NE Quarter and Part of Lot 2-1 of the NE Fractional Quarter of the NW Quarter, Section 6, T88N, R3E, lying North of Julien Dubuque Drive, Dubuque County, Iowa, is hereby set for the 21st day of September 2020, by virtual means, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to dispose of said interest to be published in the manner as prescribed by law.

Passed, approved and adopted this 8th day of September 2020.

Roy D. Buol, Mayor

Attest: Kevin S. Firnstahl, CMC, City Clerk

1t 9/11

**City of Dubuque
City Council Meeting**

Public Hearings # 2.

ITEM TITLE: Cancer Survivor Park Lease with The Finley Hospital
SUMMARY: Proof of publication on notice of public hearing to consider disposal of City-owned real property by Lease Agreement with The Finley Hospital for Cancer Survivor Park at W. 3rd Street and College Street, and the City Manager recommending approval.

RESOLUTION Disposing of an interest in real property by Lease Agreement with the Finley Hospital
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

Description	Type
Cancer Survivor Park Lease Agreement-MVM Memo	City Manager Memo
Staff memo	Staff Memo
Lease Agreement Between the City of Dubuque, Iowa and The Finley Hospital for Cancer Survivor Park	Supporting Documentation
Resolution	Resolutions
Proof of Publication	Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Public Hearing Regarding Lease Agreement with The Finley Hospital for Cancer Survivor Park

DATE: September 15, 2020

The Finley Hospital entered into a ten-year lease in February 1996, to develop Cancer Survivor Park on Third Street next to The Finley Hospital campus. Since that time there has been two more leases from 2007-2017 and 2017-2020. The park was developed at the hospital's expense and met their goal of providing an open area for reflection on loved ones that have died from cancer. Play equipment was provided at the City's expense. The lease expiration was August 5, 2020. The Finley Hospital would like to continue leasing the Cancer Survivor Park.

Leisure Services Manager Marie Ware recommends City Council approval of a Lease Agreement with The Finley Hospital for Cancer Survivor Park. The main points of the lease include a five-year term with one automatic five year-renewal term, improvement costs are at Lessee's expense, rent of \$1.00 per year, and City approval is needed for any improvements to the property.

The Park and Recreation Commission recommended approval of the lease at their August 11, 2020 meeting.

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


Michael C. Van Milligen

MCVM:jh
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodman, Assistant City Manager
Cori Burbach, Assistant City Manager
Marie L. Ware, Leisure Services Manager

TO: Michael C. Van Milligen, City Manager
FROM: Marie L. Ware, Leisure Services Manager
SUBJECT: Public Hearing Regarding Lease Agreement with The Finley Hospital for Cancer Survivor Park
DATE: **September 15, 2020**

INTRODUCTION

The purpose of this memorandum is to request City Council hold a Public Hearing on approval of the Lease Agreement with The Finley Hospital for Cancer Survivor Park.

BACKGROUND

The Finley Hospital entered into a ten-year lease in February 1996, to develop Cancer Survivor Park on Third Street next to The Finley Hospital campus. Since that time there have been two more leases from 2007-2017 and 2017-2020. The park was developed at the hospital's expense and met their goal of providing an open area for reflection on loved ones that have died from cancer. Play equipment was provided at the City's expense. The lease expiration was August 5, 2020.

DISCUSSION

The Finley Hospital would like to continue leasing the Cancer Survivor Park. A lease was updated by the City Attorney's office and has been signed by The Finley Hospital. The main points of the lease include a five-year term with one automatic five year-renewal term, improvement costs are at Lessee's expense, rent of \$1.00 per year, and City approval is needed for any improvements to the property.

The lease agreement was reviewed and recommended to be approved by The Park and Recreation Commission at their August 11, 2020 meeting.

ACTION STEP

I respectfully request the City Council hold a public hearing on the approval of the lease agreement with The Finley Hospital for Cancer Survivor Park.

Prepared by: Steve Fehsal, Park Division Manager

attachment

**LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
THE FINLEY HOSPITAL**

THIS LEASE AGREEMENT (the "Lease") dated for reference purposes the 28th day of August, 2020, between the CITY OF DUBUQUE, IOWA, a municipal corporation (Lessor) and THE FINLEY HOSPITAL, an Iowa corporation (Lessee).

SECTION 1. DEMISE AND TERM. In consideration of the rents hereinafter reserved and the terms, covenants, conditions and agreements set forth in this Lease, Lessor hereby leases to Lessee the real property shown on Exhibit A, attached hereto, together with any and all easements and appurtenances thereto and subject to any easements that are restrictions of record (the "Demised Premises"), to have and to hold for a term of five (5) years commencing on September 1, 2020 and terminating at 11:59 p.m. on August 31, 2025, subject to all of the terms, covenants, conditions and agreements contained herein. This Lease shall automatically renew upon expiration for one five-year (5-year) renewal term, upon the same terms and conditions, unless either party gives written notice of its desire not to renew this Lease Agreement not less than sixty (60) days prior to the expiration of the initial term. Notwithstanding the foregoing, Lessor reserves the right to terminate this Lease at any time without cause upon ninety (90) days written notice delivered to Lessee.

SECTION 2. RENT. Lessee shall pay Lessor (in addition to taxes, assessments, and other charges required to be paid under this Lease by Lessee) rent for the Demised Premises of One Dollar per year.

SECTION 3. TITLE TO IMPROVEMENTS AND TRADE FIXTURES

3.1 Trade Fixtures. For the purposes of this Lease, "Trade Fixtures" shall mean all of Lessee's personal property located on the Demised Premises used in Lessee's business. Title to Lessee's trade fixtures (the "Trade Fixtures") are and shall be the sole and exclusive property of Lessee during the term of this Lease and shall remain the sole and exclusive property of Lessee after the expiration or termination of this Lease, for whatever reason. Lessor acknowledges and understands that it shall have no right, title, or interest in or to Lessee's Trade Fixtures either during the term of this Lease, or thereafter (except as hereinafter provided). Lessor acknowledges and agrees that Lessee shall have the right to encumber, sell, or hypothecate Lessee's Trade Fixtures, to remove them from the Demised Premises, or to otherwise deal with all or any portion of such Lessee's Trade Fixtures, at Lessee's sole discretion. Provided, further, that upon ten (10) days' prior written notice to Lessor, Lessor shall prepare and deliver to Lessee a certificate in recordable form stating that Lessor has no interest or right in or to Lessee's Trade Fixtures, as well as any other or further document which Lessee may reasonably request from Lessor.

3.2 Tenant Improvements. On delivery of possession of the Demised Premises to Lessee, Lessee shall be entitled to construct on the Demised Premises all structures, buildings or other improvements as agreed upon in writing by the Lessor and Lessee (the "Tenant Improvements"). Lessor covenants and agrees to keep and maintain the Demised Premises. Lessee covenants and agrees to keep and maintain the Demised Premises in good repair and any improvements shall be made at the Lessee's expense. Lessor shall have the right, in its reasonable discretion, to approve the design, appearance and quality of any such Improvements, which approval shall not be unreasonably withheld or delayed. Lessor agrees to provide all permits, variances and approvals reasonably required to develop and construct the proposed park on the Demised Premises, as set forth in Section 1 of the Lease. All improvements presently on the Demised Premises and all Improvements hereafter constructed on the Demised Premises are and shall be the property of Lessee during the continuance of the term of this Lease and no longer. Upon any termination of this Lease, by reason of any cause whatsoever, if the Improvements or any part thereof shall then be on the Demised Premises, all of Lessee's right, title, and interest therein shall cease and terminate, and title to the Tenant Improvements shall vest in Lessor, and the Improvements or the part thereof then within the Demised Premises shall be surrendered by Lessee to Lessor. No further deed or other instrument shall be necessary to confirm the vesting in Lessor of title to the Improvements. However, upon any termination of this Lease, Lessee, upon request of Lessor, shall execute, acknowledge, and deliver to Lessor a deed confirming that all of Lessee's right, title, and interest in or to the Tenant Improvements has expired, and that title to the Tenant Improvements has vested in Lessor.

3.3 Signage. Lessee may, at Lessee's cost, install a sign or marker on the Demised Premises designating the property as a public park. All proposed signage must be reviewed and approved by the City Manager prior to obtaining a sign permit.

SECTION 4. ASSIGNMENT AND SUBLETTING. Lessee may not assign or sublet the Demised Premises or any portion thereof without first securing the prior written consent of the City Manager which consent will not be unreasonably withheld. Merger of the Lessee with some other corporation, or sale of the majority of the stock of the Lessee corporation to any other corporation, or consolidation, shall be deemed an assignment or sublease for the purposes of this section.

SECTION 5. TAXES.

5.1. Lessee agrees to pay as additional rent an amount equal to real estate taxes upon the real estate of the Demised Premises that become payable during the term hereof. Lessee shall further provide to Lessor official receipts of the appropriate taxing authority or other evidence satisfactory to Lessor evidencing payment thereof.

5.2. The Lessee further agrees to pay all other taxes, rates, charges, levies and assessments, general and special, of every name, nature and kind, whether now known to the law or hereafter created which may be taxed, charged, assessed, levied or imposed

upon said real estate, any buildings or improvements thereon which may be taxed, charged, assessed, levied or imposed upon the leasehold estate hereby created and upon the reversionary estate in said real estate during the term hereof, and all such other taxes, rates, charges, levies and assessments shall be paid by Lessee as they become due and before they become delinquent.

5.3. Lessee agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Lessee's rights of appeal) against its personal property on the Demised Premises, during the term of this Lease.

5.4. Nothing herein shall require Lessee to pay any of Lessor's income taxes, surtaxes, excess profit taxes or any taxes on the rents reserved to Lessor hereunder.

5.5. Lessee shall at all times have the right to contest in good faith, in any proper proceedings, in the name of Lessor if necessary, the payment or satisfaction of any such taxes, assessments, rates, charges or levies so agreed to be paid by Lessee, if the validity thereof, or the right to assess or levy the same against or collect the same from said Demised Premises or improvements, shall be disputed. Upon the conclusion of any such suit or proceedings, or not less than three (3) months prior to the date when the right to redeem therefrom expires, whichever will be the earlier, Lessee will promptly pay and satisfy such disputed tax, assessment or other charge as finally determined, together with all expenses, costs and attorneys' fees whatsoever incurred in connection therewith.

SECTION 6. REPAIRS. Lessee shall at all times during the term of this Lease, at Lessee's own costs and expense, keep the Demised Premises and the Tenant Improvements thereon, and all sidewalks, curbs, and all appurtenances to the Demised Premises, in good order, condition, and repair, casualties and ordinary wear and tear excepted. Lessee shall keep and maintain the Demised Premises and all Tenant Improvements in good condition, consistent with other similarly classed operations. Lessee shall keep the Demised Premises in such condition as may be required by law and by the terms of the insurance policies furnished pursuant to this Lease. Upon reasonable notice to Lessee, Lessor may, at its discretion, conduct an annual inspection of the Demised Premises to determine Lessee's compliance with this Section 6.

SECTION 7. COMPLIANCE WITH LAW.

7.1. During the term of this Lease, Lessee shall comply with all applicable laws applicable to Lessee's use of the Demised Premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Demised Premises.

7.2. Lessee shall not commit waste on the Demised Premises except as necessary for the removal or construction of any buildings and Tenant Improvements on the Demised Premises, but shall not be liable for any damages to or destruction of any buildings or tenant improvements on the Demised Premises.

SECTION 8. ALTERATIONS.

8.1. Lessee shall have the right, at Lessee's expense, from time to time during the term of this Lease to make such alteration, addition, or modification to the Demised Premises or the Tenant Improvements thereon as shall be agreed upon in writing by Lessor and Lessee.

8.2. Lessee agrees to secure the prior written approval of Lessor for any landscaping, construction, grading or tree removal on the Demised Premises.

SECTION 9. USE OF DEMISED PREMISES.

9.1. Lessee covenants and agrees during the term of this Lease to use and occupy the Demised Premises for a public park dedicated to cancer survivors. It is further understood by the Lessee that any use of the Demised Premises shall not conflict with communications equipment of any kind, including but not limited to radio, cellular or wireless equipment, or the present use of adjacent property owned and used by the Lessor in its operations.

9.2. Lessee will not use or allow the Demised Premises or any buildings or Tenant Improvements thereon or any appurtenances thereto, to be used or occupied for any unlawful purpose. Lessee will not suffer any act to be done or any condition to exist within the Demised Premises or in any Improvement thereon, or permit any article to be brought therein, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance in force with respect thereto.

SECTION 10. INSURANCE

10.1. Lessee will at all times during the term of this Lease maintain insurance on the Demised Premises of the following character:

Insurance as set forth in the Lessor's standard Insurance Schedule for Lessees of City Property, as such uniform, standardized schedule may from time to time be amended. The current Insurance Schedule is attached to this Lease Agreement.

10.2. Such insurance shall be provided through commercial insurance, self-insurance or a combination thereof and such insurance shall name as the insured parties thereunder, Lessor, or its assigns, and Lessee, as their interests may appear. Lessor shall not be required to prosecute any claim against any insurer or to contest any settlement proposed by any insurer, provided that Lessee may, at its cost and expense, prosecute any such claim or contest any such settlement, and in such event Lessee may bring any such prosecution or contest in the name of Lessor, Lessee, or both, and Lessor shall cooperate with Lessee and will join therein at Lessee's written request upon receipt by Lessor of an indemnity from Lessee against all costs, liabilities, and expenses in connection with such cooperation, prosecution, or contest.

10.3. Lessee shall deliver to Lessor promptly after the execution and delivery of this Lease the original or duplicate policies or certificates of insurance reasonably satisfactory to Lessor evidencing all the insurance which is then required to be maintained by Lessee hereunder, and Lessee shall, within 30 days prior to the expiration of any such insurance, deliver other original or duplicate policies or other certificates of insurance evidencing the renewal of such insurance. Should Lessee fail to effect, maintain, or renew any insurance provided for herein, or to pay the premium therefore, or to deliver to Lessor any of such policies or certificates, Lessor, at its option, but without obligation so to do, may procure such insurance, and any sums expended by it to procure such insurance shall be additional rent hereunder and shall be repaid by Lessee within 30 days following the date on which demand therefore shall be made by Lessor. Such insurance policy(ies) shall contain a provision that such policy(ies) shall not be canceled or reduced in scope without thirty (30) days prior written notice to Lessor.

10.4. Each party shall look first to any insurance in its favor before making any claim against the other party for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Lessor and Lessee each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall be in force only if both releasors' insurance policies contain a clause providing that such a release or waiver shall not invalidate the insurance, and also provided that such policies can be obtained without additional premiums. Lessee acknowledges that Lessor will not carry insurance on Lessee's furniture and/or furnishings or any trade fixtures or equipment, improvements, or appurtenances removable by Lessee or Lessee's leasehold improvements and agrees that Lessor will not be obligated to repair any damage thereto or replace the same.

10.5. Lessee shall notify Lessor immediately in the case of damage exceeding \$10,000.00 in amount to, or destruction of, any Tenant Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Lessee as its interests may appear, and Lessee shall forthwith repair, reconstruct and restore the Tenant Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Lessee shall apply the Net Proceeds of any insurance costs thereof, Lessee shall complete the repair, reconstruction and restoration of the Tenant Improvements whether or not the Net Proceeds of insurance received by Lessee for such purposes are sufficient.

SECTION 11. LESSOR'S WARRANTIES AND REPRESENTATIONS.

11.1 Lessor's Representation of Good Title. Lessor covenants and warrants that it is lawfully seized in fee simple of the Demised Premises, and that it has full right and authority to enter into this Lease for the full term hereof, and covenants and agrees that upon paying the rent provided for herein, and upon Lessee's performing the covenants and agreements of this Lease required to be performed by said Lessee, that it will have,

hold and enjoy quiet possession of the Demised Premises. Lessor warrants to Lessee that the Demised Premises are properly zoned for the conduct of the operation of Lessee's business.

11.2. Lessor covenants and agrees that Lessee shall have no responsibility for or liability arising from any Hazardous Substance which was in, on or about the Demised Premises prior to the commencement date of this Lease ("Prior Hazardous Substances") or which leach or migrate upon the Demised Premises from any property owned by Lessor or their affiliates ("Lessor Hazardous Substances").

For the purposes of this Lease, "Hazardous Substance" or "Hazardous Substances" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government, the State of Iowa or the United States Government. It includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" or "hazardous waste" under Chapter 455B, Iowa Code, (ii) petroleum and petroleum products, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321), (v) defined as a "hazardous waste pursuant to §1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., (vi) defined as a "hazardous substance" pursuant to §101 of the Comprehensive Environmental Response, Compensation and Liability Act, U.S.C. §9601 et seq., or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. §6991 et seq.

SECTION 12. INDEMNIFICATION OF LESSOR. Lessee shall protect, indemnify, and save harmless Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessor by reason of (a) any accident, injury to, or death of persons or loss of or damage to property occurring on or about the Demised Premises during the term of this Lease and resulting from any act or omission of Lessee or anyone claiming by, through, or under Lessee during the term of the Lease; and (b) any failure on the part of Lessee to perform or comply with any of the terms of this Lease. In case any action, suit, or proceeding is brought against Lessor by reason of such occurrence, Lessee will, at Lessee's expense, resist and defend such action, suit, or proceeding, or cause the same to be resisted and defended by counsel approved by Lessor.

SECTION 13. CONDEMNATION.

13.1 Entire Condemnation. If at any time during the term of this Lease all or substantially all of the Demised Premises or the improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality, or other public or private authority, then this Lease shall terminate on the date of vesting of title in such taking and any prepaid rent shall be apportioned as of said date. Substantially all of the Demised Premises and the improvements thereon shall be deemed to have been taken if the remaining portion of the Demised Premises shall not be of sufficient size to permit Lessee

to operate its business thereon in a manner similar to that prior to such taking.

13.2 Allocation of Award. Any award for such taking of all or substantially all of the Demised Premises shall be paid to the parties hereto in accordance with the following:

(1) To Lessor, the amount of the award attributable to the Demised Premises, determined as if this Lease was not in effect at the time of such award, excluding therefrom the amount of the award attributable to the improvements, and all other sums not directly attributable to the value of the Land constituting the Demised Premises.

(2) To Lessee, the entire award except that portion allocated to Lessor above, including but not limited to, the value of the improvements plus any other amount assessed for Lessee.

13.3 Partial Condemnation. If less than all or substantially all of the Demised Premises or the improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality, or other public or private authority, then Lessee, at its option, may elect to continue this Lease in full force and effect or terminate this Lease. If Lessee shall elect to maintain this Lease in full force and effect, the entire award for such partial condemnation shall be paid over to Lessee, and Lessee shall proceed with reasonable diligence to carry out any necessary repair and restoration so that the remaining improvements and appurtenances shall constitute a complete structural unit or units which can be operated on an economically feasible basis under the provisions of this Lease. In the event Lessee elects to continue this Lease in full force and effect after a partial condemnation, there shall be no abatement in the Basic Rent Lessee is required to pay hereunder.

Should Lessee elect to terminate this Lease upon a partial condemnation, Lessee shall provide Lessor with written notice of such election within thirty (30) days after the date of vesting of title for such taking. Lessee shall specify in such written notice the date on which this Lease shall terminate, which date shall be not less than 60 days nor more than 360 days after delivery of such notice to Lessor (the Termination Date). In the event Lessee terminates this Lease, as provided for in this Section 13.3, Lessee shall be entitled to the entire award for such partial taking.

13.4. Temporary Taking. If the temporary use of the whole or any part of the Demised Premises or the Tenant Improvements thereon or the appurtenances thereto shall be taken at any time during the term of this Lease in the exercise of the power of eminent domain by any sovereign, municipality, or other authority, the term of this Lease shall not be reduced or affected in any way, and Lessee shall continue to pay in full the rent, additional rent, and other sum or sums of money and charges herein reserved and provided to be paid by Lessee, and the entire award for such temporary taking shall be paid to Lessee. Lessee shall repair and restore any and all damage to the Demised Premises and the improvements as soon as reasonably practicable after such temporary taking.

SECTION 14. DEFAULT

14.1 Lessor's Rights in the Event of Lessee's Default. If Lessee shall fail or neglect to observe, keep, or perform any of the covenants, terms, or conditions contained in this Lease on its part to be observed, kept, or performed, and the default shall continue for a period of thirty (30) days after written notice from Lessor setting forth the nature of Lessee's default (it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Lessee has to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence), then and in any such event, Lessor shall have the right at its option, on written notice to Lessee, to terminate this Lease and all rights of Lessee under this Lease shall then cease. Lessor, without further notice to Lessee, shall have the right immediately to enter and take possession of the Demised Premises with or without process of law and to remove all personal property from the Demised Premises and all persons occupying the Demised Premises and to use all necessary force therefor and in all respects to take the actual, full, and exclusive possession of the Demised Premises and every part of the Demised Premises as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the Demised Premises for any damage caused or sustained by reason of such entry on the Demised Premises or the removal of persons or property from the Demised Premises.

14.2 Rights of Holder of Encumbrance in Event Lessee Defaults. If Lessee fails or neglects to observe, keep, or perform any of the covenants, terms, or conditions contained in this Lease on its part to be observed, kept, or performed, the Holder of any indebtedness secured by an encumbrance on the leasehold estate under this Lease shall have thirty (30) days after receipt of written notice from Lessor setting forth the nature of Lessee's default and a reasonable time thereafter if it shall have commenced foreclosure or other appropriate proceedings in the nature thereof within such thirty (30) days and is diligently prosecuting such proceedings, within which to endeavor to make good or remove the default or cause for termination of the Lease. All right of Lessor to terminate this Lease on the failure or neglect of Lessee to observe, keep, and perform the covenants, terms, and conditions of this Lease, is, and shall continue to be, at all times prior to payment in full of the indebtedness to the Holder of Lessee, subject to, and conditioned on, Lessor's having first given the Holder written notice thereof and the Holder having failed to cause the default or cause for termination to be made good or removed within thirty (30) days after receiving written notice of default or cause for termination or within a reasonable time thereafter if it shall have commenced foreclosure or other appropriate proceedings in the nature of foreclosure within such thirty (30) days and is diligently prosecuting such proceedings, In the event that the Lease is terminated due to the Lessee's bankruptcy, insolvency or other proceedings, and in the event the Holder has complied with the terms of this Section 14.2, then Lessor at Holder's option, shall enter into a new lease with Holder or the successful bidder at foreclosure on the same terms as this Lease, for the term then remaining, and specifically preserving all unexercised options.

14.3 Lessee's Rights in the Event of Lessor's Default. If Lessor shall fail or neglect to observe, keep or perform any of the material covenants, terms or conditions contained in this Lease on its part to be observed, kept or performed, and the default shall continue for a period of thirty (30) days after written notice from Lessee setting forth the nature of Lessor's default, it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Lessor has to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence, but in the event no longer than ninety (90) days, then and in any such event, Lessee shall have all rights available to it provided by law or equity.

SECTION 15. RIGHT TO CURE OTHER'S DEFAULTS. Whenever and as often as a party shall fail or neglect to comply with and perform any term, covenant, condition, or agreement to be complied with or performed by such party hereunder, then, upon thirty (30) days' prior written notice to such defaulting party, the other party, at such other party's option, in addition to all other remedies available to such other party, may perform, or cause to be performed, such work, labor, services, acts, or things, and take such other steps, including entry onto the Demised Premises and the Tenant Improvements thereon, as such other party may deem advisable, to comply with and perform any such term, covenant, condition, or agreement which is in default, in which event such defaulting party shall reimburse such other party upon demand, and from time to time, for all costs and expenses suffered or incurred by such other party in so complying with or performing such term, covenant, condition, or agreement. The commencement of any work or the taking of any other steps or performance of any other act by such other party pursuant to the immediately preceding sentence shall not be deemed to obligate such other party to complete the curing of any term, covenant, condition, or agreement which is in default.

SECTION 16. QUIET ENJOYMENT. Lessor covenants that at all times during the term of this Lease, so long as Lessee is not in default hereunder, Lessee's quiet enjoyment of the Demised Premises or any part thereof shall not be disturbed by any act of Lessor, or of anyone acting by, through, or under Lessor.

SECTION 17. WAIVER. No waiver by Lessor of any breach by Lessee of any term, covenant, condition, or agreement herein and no failure by Lessor to exercise any right or remedy in respect of any breach hereunder, shall constitute a waiver or relinquishment for the future of any such term, covenant, condition, or agreement or of any subsequent breach of any such term, covenant, condition, or agreement, nor bar any right or remedy of Lessor in respect of any such subsequent breach, nor shall the receipt of any rent, or any portion thereof, by Lessor, operate as a waiver of the rights of Lessor to enforce the payment of any other rent then or thereafter in default, or to terminate this Lease, or to recover the Demised Premises, or to invoke any other appropriate remedy which Lessor may select as herein or by law provided.

SECTION 18. SURRENDER. Lessee shall, on the last day of the term of this Lease or upon any termination of this Lease hereof, surrender and deliver up the Demised Premises, with the improvements then located thereon into the possession and use of Lessor, without fraud or delay and in good order, condition, and repair, free and clear of

all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the date of this Lease and those, if any, created by Lessor, without (except as otherwise provided herein) any payment or allowance whatever by Lessor on account of or for any buildings and improvements erected or maintained on the Demised Premises at the time of the surrender, or for the contents thereof or appurtenances thereto. At Lessor's option, Lessor and Lessee shall agree to jointly remove any or all of the Tenant Improvements located on the Demised Premises. Provided, however, that Lessee's Trade Fixtures, personal property, and other belongings of Lessee or of any sublessee or other occupant of space in the Demised Premises shall be and remain the property of Lessee, and Lessee shall have a reasonable time after the expiration of the term of this Lease to remove the same.

SECTION 19. MEMORANDUM OF LEASE. Each of the parties hereto will, promptly upon request of the other, execute a memorandum of this Lease in form suitable for recording setting forth the names of the parties hereto and the term of this Lease, identifying the Demised Premises, and also including such other clauses therein as either party may desire, except the amounts of Basic Rent payable hereunder.

SECTION 20. NOTICES.

20.1. All notices, demands, or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

TO LESSOR:	City of Dubuque, Iowa 50 West 13th Street Dubuque, Iowa 52001
TO LESSEE:	The Finley Hospital 350 North Grandview Avenue Dubuque, Iowa 52001

20.2. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

SECTION 21. MISCELLANEOUS.

21.1. Time of the Essence. Time is of the essence of this Lease and all of its provisions.

21.2. Governing Law. It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa.

21.3. Attorney Fees. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action shall pay to the successful party, in addition to all the

sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

21.4. Paragraph Headings. The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

21.5. Modification of Agreement. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

21.6. Parties Bound. This Lease shall be binding on and shall inure to the benefit of and shall apply to the respective successors and assigns of Lessor and Lessee. All references in this Lease to "Lessor" or "Lessee" shall be deemed to refer to and include successors and assigns of Lessor or Lessee without specific mention of such successors or assigns.


21.7. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, unavailability or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, chemical explosions, hazardous conditions, fire, weather or acts of God, or by reason of any other cause beyond the exclusive and reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

CITY OF DUBUQUE, IOWA, LESSOR

THE FINLEY HOSPITAL, LESSEE

By: _____
Roy D. Buol
Mayor

By: 
President/CEO 8/28/2020

ATTEST:

By: _____
Kevin S. Firnstahl
City Clerk

EXHIBIT A

Cancer Survivor Park



INSURANCE SCHEDULE

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

INSURANCE SCHEDULE A

1. The Finley Hospital shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Lease Agreement dated _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to certificate.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.
10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention.

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) If lessee, licensee, or permittee utilizes Trikes or Segways in the conduct of business, include an endorsement reflecting that these vehicles are not excluded from Commercial General Liability coverage.
- 7) Policy shall include Waiver of Right to Recover from Others Endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22. Completed form must be attached.

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

INSURANCE SCHEDULE A (Continued)

C) POLLUTION LIABILITY

Coverage required: ☐ yes ☒ no

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

☐ yes ☒ no

Evidence of property coverage provided: ☐ yes

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS \$1,000,000

☐ yes ☒ no

Umbrella/excess liability coverage must be at least following form with the underlying policies included herein.

F) FLOOD INSURANCE

☐ yes ☒ no

If Required Coverage \$ _____

**City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way
Licensees or Permittees**

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Norwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

RESOLUTION NO.

**DISPOSING OF AN INTEREST IN REAL PROPERTY BY LEASE AGREEMENT
WITH THE FINLEY HOSPITAL**

WHEREAS, the City of Dubuque, Iowa (City) is the owner of the following described real estate (the Property):

Lots 21 and 22 – Finley Home Addition. Locally knowns as the northwest corner of W. 3rd Street and College Street; and

WHEREAS, The Finley Hospital, an Iowa Corporation desires to lease the Property for the construction and operation of a park as set forth in the Lease Agreement attached hereto; and

WHEREAS, on September 11, 2020, the City Council pursuant to notice published as required by law held a public hearing on its intent to dispose of the foregoing interest in the Property and overruled all objections thereto; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve the disposition of such interest in the Property.

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

Section 1. The City Council of the City of Dubuque approves the disposition of the City's interest in the foregoing-described Property by lease to The Finley Hospital.

Section 2. The Mayor is hereby authorized and directed to sign this Resolution and the Lease Agreement.

Passed, approved and adopted this 21st day of September 2020.

Roy D. Buol, Mayor

Attest:

Kevin S. Fimstahl, City Clerk

STATE OF IOWA
DUBUQUE COUNTY

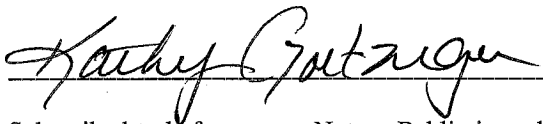
SS:

CERTIFICATE OF PUBLICATION

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

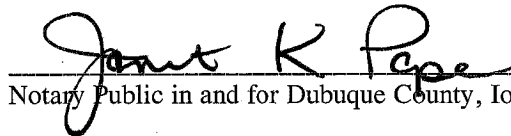
09/11/2020

and for which the charge is 57.22



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

this 11th day of September, 2020



Notary Public in and for Dubuque County, Iowa.



Ad text : CITY OF DUBUQUE, IOWA

OFFICIAL NOTICE

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa, will hold a public hearing on the 21st day of September 2020 at 6:30 p.m., conducted virtually, at which meeting the City Council proposes to dispose of an interest in the following described real property by lease to the Finley Hospital.

Lots 21 and 22 of the Finley Home Addition in the City of Dubuque, Iowa. Locally known to be the northwest corner of W. 3rd Street and College Street.

Due to the ongoing COVID-19 pandemic, the City Council will meet virtually through GoToMeeting. The official agenda will be posted on Friday, September 18, 2020 and will contain listening, viewing, and public input options. The City Council agenda can be accessed at <https://cityofdubquue.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubquue.org.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. Written comments regarding the above public hearing can be submitted to the City Clerk's Office, City Hall, 50 W. 13th Street, or through ctyclerk@cityofdubquue.org on or before said time of public hearing.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, Iowa, and may be viewed during normal working hours.

Individuals with limited English proficiency, vision, hearing or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubquue.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Dated this 11th day of September 2020.

Kevin S. Firnstahl,

CMC City Clerk

RESOLUTION

NO. 281-20

RESOLUTION OF INTENT TO DISPOSE OF AN INTEREST IN REAL PROPERTY BY LEASE TO THE FINLEY HOSPITAL

WHEREAS, the City of Dubuque, Iowa (City) is the owner of Lots 21 and 22 of the Finley Home Addition in the City of Dubuque, Iowa (the Property); and

WHEREAS, the Finley Hospital (Finley) desires to lease the Property to operate a park dedicated to survivors of cancer upon the terms set forth in a Lease now on file in the Office of the City Clerk at City Hall, Dubuque, Iowa, which Lease provides for, in part, a five-year term with one automatic five year-renewal term, improvement costs are at Lessee's expense, rent of \$1.00 per year, and City approval is needed for any improvements to the property; and

WHEREAS, The lease agreement was reviewed and recommended to be approved by The Park and Recreation Commission at their August 11, 2020 meeting; and

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

Section 1. The City of Dubuque intends to dispose of its interest in the Property as described in the Lease between

City and Finley.

Section 2. The City Clerk is hereby authorized and directed to cause this Resolution and a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to dispose of the Property, to be held on the 21st day of September 2020, at 6:30 o'clock p.m.

Section 3. Due to the ongoing COVID-19 pandemic, the City Council will meet virtually through GoToMeeting. The official agenda will be posted on Friday, September 18, 2020 and will contain location, listening, viewing, and public input options. The City Council agenda can be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/>.

Passed, approved and adopted this 8th day of September 2020.

Roy D. Buol, Mayor

Attest: Kevin S. Firnstahl, City Clerk

1t 9/11

**City of Dubuque
City Council Meeting**

Public Hearings # 3.

ITEM TITLE: Fiscal Year 2021 First Budget Amendment

SUMMARY: Proof of publication on notice of public hearing to consider approval the first Fiscal Year 2021 Budget Amendment, and the City Manager recommending approval.

RESOLUTION Amending the current budget for the Fiscal Year ending June 3, 2021

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

ATTACHMENTS:

Description

MVM Memo
Staff Memo
Resolution
Amendment Detail
Proof of Publication

Type

City Manager Memo
Staff Memo
Resolutions
Supporting Documentation
Supporting Documentation

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Fiscal Year 2021 First Budget Amendment

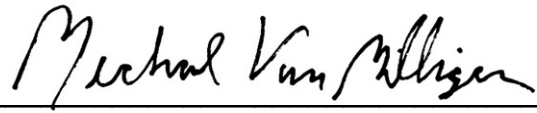
DATE: September 21, 2020

Budget Director Jennifer Larson is recommending approval of the first Fiscal Year 2021 Budget Amendment, which amends the Fiscal Year 2021 budget for City Council actions since the beginning of the Fiscal Year and includes items which City Council has expressed support. Second, the amendment includes Fiscal Year 2020 budget carryovers to Fiscal Year 2021 of encumbrances totaling \$36,879,509, capital projects totaling \$44,333,739 that were not completed during the prior Fiscal Year, and associated revenues totaling \$70,302,122. There are operating budget appropriation carryovers of \$1,982,559 and operating receivables of \$4,851,518. Also, total transfers between funds of \$4,909,751 are reflected.

The City maintains a general fund reserve, or working balance, to allow for unforeseen expenses that may occur. The reserve has increased by \$9 million (76%) from Fiscal Year 2016 to Fiscal Year 2020. The reserve will be 29.06% on June 30, 2020, as computed by the accrual basis methodology used by Moody's Investors Service. The general fund reserve balance on an accrual basis is \$20,945,090 on June 30, 2020. Fiscal Year 2021 Amendment 1 includes net expense carryovers of \$3.8 million in the general fund for projects and purchases that were not completed by June 30, 2020. These projects and purchases are projected to occur in Fiscal Year 2022 and will draw down fund balance to approximately \$17.1 million or 24%.

The goal is to have at least a 20% reserve. In Fiscal Year 2017, the City had projected reaching this consistent and sustainable 20% reserve level in 2022. In fact, the City met the 20% reserve requirement in Fiscal Year 2018, four years ahead of schedule, and with all the prior year contributions, this is sustainable. The general fund reserve balance on an accrual basis exceeds 22% in FY 2020, which is the margin of error used to ensure the City always has a general fund reserve of at least 20% as computed by Moody's Investors Service. In FY 2021, the City will have a projected 24% reserve or \$17,119,065, which exceeds the 22% reserve balance goal by \$2,853,694.

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

A handwritten signature in black ink, reading "Michael Van Milligen". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Michael C. Van Milligen

MCVM/jml

Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodmann, Assistant City Manager
Cori Burbach, Assistant City Manager
Jennifer Larson, Director of Finance and Budget

TO: Michael C. Van Milligen, City Manager
FROM: Jennifer Larson, Director of Finance and Budget
SUBJECT: Fiscal Year 2021 First Budget Amendment
DATE: September 14, 2020

The purpose of this memorandum is to provide an explanation regarding the first amendment for Fiscal Year 2021. This amendment is twofold. First, it amends the Fiscal Year 2021 budget for City Council actions since the beginning of the Fiscal Year and includes items which City Council has expressed support. Second, the amendment includes Fiscal Year 2020 budget carryovers to Fiscal Year 2021 of encumbrances totaling \$36,879,509, capital projects totaling \$44,333,739 that were not completed during the prior Fiscal Year, and associated revenues totaling \$70,302,122. There are operating budget appropriation carryovers of \$1,982,559 and operating receivables of \$4,851,518. Also, total transfers between funds of \$4,909,751 are reflected.

CARRYOVER AMENDMENT TO FISCAL YEAR 2021

CAPITAL BUDGET CARRYOVER AMENDMENT

Some significant projects were started and remain in process, which are carried forward into Fiscal Year 2021. The most significant of the capital project expenditure carryovers, including associated revenue, are:

Airport North Apron (\$5,000,000)	Housing Trust Fund (\$623,323)
Corridor Study Alternates (\$7,723,744)	Comiskey Park (\$660,681)
North Cascade Road (\$1,951,124)	Chavenelle Trail (\$506,504)
Runway Sensor Update (\$1,542,018)	Highway 52 Phase 4 (\$475,865)
Cottingham Watermain (\$1,078,576)	SCADA System Upgrade (\$466,254)
Permeable Paver Sponsorship (\$1,000,000)	Midtown Transfer Relocate (\$458,197)
EPA Multipurpose Brownfields (\$800,000)	STREETS Traffic Control (\$455,216)
State HOME Funds (\$731,340)	Kerper Sanitary (\$372,963)
Downtown Loan Pool (\$600,000)	Water Main Replacement (\$343,556)
Chaplain Schmitt Vet Memorial (\$598,648)	SW Arterial Utility Relocate (\$325,000)
Landfill Access Road (\$596,313)	Locust St Parking Ramp Repair (\$319,854)
16 th St Detention Basin Trail (\$595,483)	Multicultural Family Center (\$312,805)
Catfish Creek Watershed (\$574,317)	Arena Roof (\$307,664)
Port of Dubuque Ramp Maint. (\$541,669)	Southwest Arterial (\$297,806)
Replace Fixed Route Buses (\$527,576)	N Grandview Estates Road (\$279,001)

OPERATING BUDGET CARRYOVER AMENDMENT

The most significant operating budget carryovers into Fiscal Year 2021 include such items as:

Veteran's Memorial Pavers (\$152,925)	Parks Security Cameras (\$40,928)
Traffic Control Equipment (\$317,209)	Engineering Vehicle (\$31,500)
Recreation Community Dev (\$169,327)	Water Software (\$30,150)
Forestry Ash Borer (\$74,833)	Parks Cameras (\$49,137)
Police Grants (\$152,397)	Sanitary Sewer Pumps (\$30,000)
Grand River Center Equipment (\$145,500)	AmeriCorp Third Grade Reading (\$29,000)
Parking Equipment (\$142,611)	MFC Programming Supplies (\$17,604)
Housing LHAP Grant -Loans (\$96,901)	Permit Software (\$52,617)
Sanitary Sewer Maint. Truck (\$94,500)	GreenCorp (\$17,049)
AmeriCorps Grant (\$66,250)	Arts Programming/Special Event (\$12,202)
Water Truck Replacement (\$75,831)	Special Election (\$15,832)
Library Servers (\$50,000)	

FIRST AMENDMENT TO THE FISCAL YEAR 2021 CERTIFIED BUDGET

There have been numerous actions by City Council and changes requiring amendments for the Fiscal Year 2021 budget.

CAPITAL BUDGET AMENDMENT

The capital budget amendments total a decrease of \$2,104,834, with an increase in associated revenue of \$8,068,088. The capital amendment items include a decrease of \$2,290,383 to adjust the Housing portion of the HUD Resiliency grant and an increase of \$570,998 for CDBG funded programs, which includes Rental Rehab (\$200,000), CDBG CARES Act for COVID Shelter, broadband, and Rental Mortgage Assistance (\$164,521) Tree Removal, Street Overlays and sidewalks (\$116,105).

The capital amendment items include a decrease of \$360,449 for pre-spending the Fiscal Year 2021 budget, which includes Millwork District Parking (\$136,108), Flood Gates Replacement (\$98,820), and Healthy Homes Grants (\$90,814).

OPERATING BUDGET AMENDMENT

The operating budget amendments total a decrease of \$31,229, with an increase in associated revenue of \$145,120. The operating amendment expense includes an increase of \$18,015 for CDBG related programs and a reduction in encumbrances of \$46,192.

In addition, the operating amendment expenses include an increase of \$96,726 related to the local match for ambulance ground emergency transport (GEMT) and offsetting GEMT revenue for Fiscal Years 2018-2020 of \$486,669.

The City maintains a general fund reserve, or working balance, to allow for unforeseen expenses that may occur. The reserve has increased by \$9 million (76%) from Fiscal Year 2016 to Fiscal Year 2020. The reserve will be 29.06% on June 30, 2020, as computed by the accrual basis methodology used by Moody's Investors Service. The general fund reserve balance on an accrual basis is \$20,945,090 on June 30, 2020. Fiscal Year 2021 Amendment 1 includes net expense carryovers of \$3.8 million in the general fund for projects and purchases that were not completed by June 30, 2020. These projects and purchases are projected to occur in Fiscal Year 2022 and will draw down fund balance to approximately \$17.1 million or 24%.

The goal is to have at least a 20% reserve. In Fiscal Year 2017, the City had projected reaching this consistent and sustainable 20% reserve level in 2022. In fact, the City met the 20% reserve requirement in Fiscal Year 2018, four years ahead of schedule, and with all the prior year contributions, this is sustainable. The general fund reserve balance on an accrual basis exceeds 22% in FY 2020, which is the margin of error used to ensure the City always has a general fund reserve of at least 20% as computed by Moody's Investors Service. In FY 2021, the City will have a projected 24% reserve or \$17,119,065, which exceeds the 22% reserve balance goal by \$2,853,694.

The action step is for City Council to adopt the attached resolution approving the FY 2021 first budget amendment.

Attachments
JML

31-288

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2021 - AMENDMENT #1

To the Auditor of DUBUQUE County, Iowa:

The City Council of Dubuque in said County/Counties met on 9/21/2020, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. -20

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2021 (AS AMENDED LAST ON N/A.)

Be it Resolved by the Council of the City of Dubuque

Section 1. Following notice published 9/9/2020

and the public hearing held, 9/21/2020 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	25,460,125	0	25,460,125
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	25,460,125	0	25,460,125
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	12,012,920	0	12,012,920
Other City Taxes	6	19,082,662	0	19,082,662
Licenses & Permits	7	2,050,744	114,701	2,165,445
Use of Money and Property	8	15,630,983	0	15,630,983
Intergovernmental	9	43,327,569	61,466,155	104,793,724
Charges for Services	10	46,303,119	-235,030	46,068,089
Special Assessments	11	360,000	0	360,000
Miscellaneous	12	8,670,253	3,345,862	12,016,115
Other Financing Sources	13	15,886,613	18,675,160	34,561,773
Transfers In	14	38,532,618	4,909,751	43,442,369
Total Revenues and Other Sources	15	227,317,606	88,276,599	315,594,205
Expenditures & Other Financing Uses				
Public Safety	16	30,957,805	853,424	31,811,229
Public Works	17	13,839,242	1,256,739	15,095,981
Health and Social Services	18	1,020,271	154,914	1,175,185
Culture and Recreation	19	13,212,220	955,183	14,167,403
Community and Economic Development	20	14,568,903	356,858	14,925,761
General Government	21	10,593,735	479,806	11,073,541
Debt Service	22	10,984,416	500	10,984,916
Capital Projects	23	41,074,054	46,710,092	87,784,146
Total Government Activities Expenditures	24	136,250,646	50,767,516	187,018,162
Business Type / Enterprises	25	61,896,519	30,292,228	92,188,747
Total Gov Activities & Business Expenditures	26	198,147,165	81,059,744	279,206,909
Transfers Out	27	38,532,618	4,909,751	43,442,369
Total Expenditures/Transfers Out	28	236,679,783	85,969,495	322,649,278
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year	29	-9,362,177	2,307,104	-7,055,073
Beginning Fund Balance July 1	30	68,889,139	0	68,889,139
Ending Fund Balance June 30	31	59,526,962	2,307,104	61,834,066

Passed this 21st day of September 2020
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

Department	Program	Description	FY21 Expense Amount	FY21 Revenue Amount	Fund	Activity/CIP	Account	Explanation
GENERAL FUND								
POLICE	10	STAFF SERVICES-OTHER POLICE EQUIPMENT	11,515	-	100	10011190	72218 C/O	
POLICE	10	METH HOT SPOTS GRANT-FED PASS THRU STATE GRANT		503	100	10011319	45771 C/O	
POLICE	10	HOMELAND SECURITY INVEST-OTHER POLICE EQUIPMENT	50,034	-	100	10011600	72218 C/O	
POLICE	10	BULLET PROOF VEST-BODY ARMOR		8,020	100	10011703	53102 NEW GRANT	
POLICE	10	BULLET PROOF VEST-BODY ARMOR	8,020	-	100	10011703	72213 NEW GRANT APPROPRIATION	
POLICE	10	DOJ STIMULUS GRANT-OTHER POLICE EQUIPMENT	1,768	-	100	10011740	72218 C/O	
POLICE	10	DOMESTIC ABUSE GRANT-FED PASS THRU STATE GRANT		5,913	100	10011754	45771 C/O	
POLICE	10	DOMESTIC ABUSE GRANT-OVERTIME REIMBURSEABLE	2,547	-	100	10011754	61051 C/O	
POLICE	10	DOMESTIC ABUSE GRANT-EDUCATION & Training	3,366	-	100	10011754	62360 C/O	
POLICE	10	POLICE TRAFFIC SVC GRANT-FED PASS THRU STATE GRANT		27,745	100	10011771	45771 C/O	
POLICE	10	POLICE TRAFFIC SERV GRANT-OVERTIME PAY	25,245	-	100	10011771	61050 C/O	
POLICE	10	POLICE TRAFFIC SERV GRANT-EDUCATION & TRAINING	1,000	-	100	10011771	62360 C/O	
POLICE	10	POLICE TRAFFIC SERV GRANT-OTHER POLICE EQUIPMENT	1,500	-	100	10011771	72218 C/O	
POLICE	10	JAG GRANT-OTHER POLICE EQUIPMENT	14,137	-	100	10011775	72218 C/O	
POLICE	10	JAG GRANT-PAGER/RADIO EQUIPMENT	52,800	-	100	10011775	72410 C/O	
FIRE	10	AMBULANCE-GEMT		486,669	100	10013300	45800 GEMT TRANSPORT	
FIRE	10	AMBULANCE-AMBULANCE FEES		(227,679)	100	10013300	51905 SHIFT GEMT REV TO 45800	
FIRE	10	AMBULANCE-PAY TO OTHER AGENCY	96,726	-	100	10013300	62761 GEMT LOCAL MATCH	
FIRE	10	AMBULANCE-OTHER SAFETY EQUIPMENT	40,009	-	100	10013300	72113 GRANT APPROPRIATION	
FIRE	10	FIRE PREVENTION-VAN/PICKUP/WAG REPL	7,784	-	100	10013700	71312 C/O	
HUMAN RIGHTS	30	HUMAN RELATIONS-PRINTING & BINDING	2,000	-	100	10016100	62090 C/O	
HUMAN RIGHTS	30	HUMAN RELATIONS-PAY TO OTHER AGENCY	6,000	-	100	10016100	62761 C/O	
HUMAN RIGHTS	30	HUMAN RIGHTS GRANT FUNDS-FAIR HOUSING TRAINING	11,115	-	100	10016200	62753 C/O	
HEALTH	10	ANIMAL CONTROL-EQUIP MAINT. CONTRACT	(326)	-	100	10017200	62424 SHIFT TO ACCOUNT 62614	
HEALTH	10	ANIMAL CONTROL-RADIO/PAGER FEE	326	-	100	10017200	62614 SHIFT FROM ACCOUNT 62424	
MULTICULTURAL FAMILY CTR	40	MULTICULTURAL FAMILY CTR-EDUCATION & TRAINING	300	-	100	10034600	62360 C/O	
MULTICULTURAL FAMILY CTR	40	MULTICULTURAL FAMILY CTR-FOOD PRODUCTS	200	-	100	10034600	62642 C/O	
MULTICULTURAL FAMILY CTR	40	MULTICULTURAL FAMILY CTR-PROGRAM/EQUIP/SUPPLIES	7,414	-	100	10034600	62668 C/O	
MULTICULTURAL FAMILY CTR	40	MULTICULTURAL FAMILY CTR-MISC. OPERATING SUPPLIES	3,600	-	100	10034600	62761 C/O	
MULTICULTURAL FAMILY CTR	40	MULTICULTURAL FAMILY CTR-PERIPHERALS, COMPUTER	5,250	-	100	10034600	71120 C/O	
MULTICULTURAL FAMILY CTR	40	MULTICULTURAL FAMILY CTR-SIDE CHAIRS	840	-	100	10034600	71212 C/O	
PARKS	40	FORESTRY-TREE MAINTENANCE	53,133	-	100	10030220	62720 C/O	
PARKS	40	FORESTRY-TREE PLANTING	21,700	-	100	10030220	73311 C/O	
PARKS	40	PARK AREAS & MAINTENANCE-PAY TO OTHER AGENCY	5,000	-	100	10030400	62761 C/O	
PARKS	40	PARK AREAS & MAINTENANCE-SOFTWARE	1,305	-	100	10030400	71123 C/O	
PARKS	40	PARK AREAS & MAINTENANCE-CAMERA RELATED EQUIPMENT	40,928	-	100	10030400	72417 C/O	
PARKS	40	PARK EQUIPMENT MAINT.-SOFTWARE	1,500	-	100	10030420	71123 C/O	
PARKS	40	IND. CENTER WEST MAINT.-LANDSCAPE/FEERT/PLANTS	11,311	-	100	10030530	62637 C/O	
PARKS	4C	VALENTINE PARK IMPROVE-BUILDING DEMOLITION	17,434	-	100	1001560	62741 C/O	
PARKS	4C	VALENTINE PARK IMPROVE-NOT BLDG	1,300	-	100	1001560	73211 C/O	
PARKS	4C	HAM HOUSE MUSEUM-DRAINAGE-PAY TO OTHER AGENCY	136,305	-	100	1001882	62761 C/O	
PARKS	4C	FOUR MOUNDS ARCHEOLOGICAL-FED PASS THRU GRANT		7,710	100	1001959	45771 C/O	
PARKS	4C	FOUR MOUNDS ARCHEOLOGICAL-CONSULTANT SERVICES	7,710	-	100	1001959	62716 C/O	
PARKS	4C	FOUR MOUNDS ROAD IMPROV-CONST.CONTR-NOT BLDG		20,000	100	1001982	45707 C/O	
PARKS	4C	FOUR MOUNDS ROAD IMPROV-CONST.CONTR-NOT BLDG	49,715	-	100	1001982	73211 C/O	
PARKS	4C	ITC GRANT TREE/PARK DEVEL-PLAYGROUND EQUIPMENT	60,746	-	100	1002637	72713 C/O	
PARKS	4C	EPP ENVIROMENTAL-FEDERAL GRANTS-MISC	-	175,732	100	1002643	44170 C/O	
PARKS	4C	EPP ENVIROMENTAL-GRANT, IA REAP	-	350,000	100	1002643	45707 C/O	
PARKS	4C	EPP ENVIROMENTAL-SRF GO BOND PROCEEDS	-	196,177	100	1002643	54230 C/O	
PARKS	4C	EPP ENVIROMENTAL-CONSULTANT SERVICES	2,845	-	100	1002643	62716 C/O	
PARKS	4C	CHAPLAIN SCHMITT VETS MEM-PRIVATE PARTICIPANT	-	3,106,173	100	1002781	53102 C/O	
PARKS	4C	CHAPLAIN SCHMITT VETS MEM-CONSULTING ENGINEERS	598,648	-	100	1002781	62712 C/O	
AMERICORPS	40	AMERICORP AARA-FED PASS THRU STATE GRANT	-	111,583	100	10034914	45771 C/O	
AMERICORPS	40	AMERICORP AARA-PRIVATE PARTICIPANT	-	66,835	100	10034914	53102 C/O	
AMERICORPS	40	AMERICOPRS REGULAR 18/19-SEASONAL EMPLOYEES	61,542	-	100	10034914	61030 C/O	
AMERICORPS	40	AMERICOPRS REGULAR 18/19-SOCIAL SECURITY	4,708	-	100	10034914	61320 C/O	
CIVIC CENTER DIVISION	40	CIVIC CENTER ADMINISTRATION-VIDEO EQUIPMENT	15,000	-	100	10032100	72416 C/O	
CIVIC CENTER DIVISION	4C	FF IMPROV - SMG CONTRIB-CONST CONTRACT-BLDG	30,000	-	100	1002569	73210 C/O	
CONF CENTER OPERATION	60	CONF CENTER OPERATIONS-PROPERTY MAINTENANCE	32,000	-	100	10033300	62431 C/O	
CONF CENTER OPERATION	60	CONF CENTER OPERATIONS- RESERVATION SOFTWARE	26,454	-	100	10033300	71123 C/O	

CONF CENTER OPERATION	60	CONF CENTER OPERATIONS-VIDEO EQUIPMENT	37,046	-	100	10033300	72416 C/O
CONF CENTER OPERATION	60	CONF CENTER OPERATIONS-EQUIP ACQUISITION	18,000	-	100	10033300	73411 C/O
RECREATION	40	RECREATION ADMIN.-PAY TO OTHER AGENCY	29,000	-	100	10034100	62761 C/O
LIBRARY	40	LIBRARY ADMIN.-CONST CONTRACT-BLDG	12,300	-	100	10036100	73210 C/O
LIBRARY	40	ADULT SERVICES-E-BOOKS	2,064	-	100	10036200	62605 C/O
LIBRARY	40	ADULT SERVICES-LIBRARY BOOKS	827	-	100	10036210	62651 C/O
LIBRARY	40	INFORMATION TECHNOLOGY-SERVERS	50,000	-	100	10036440	71125 C/O
AIRPORT	20	AIRPORT OPERATIONS-FEDERAL-CARES ACT	-	1,159,773	100	10051400	44177 C/O
ENGINEERING	2C	VILLA WALL-CONST.CONTR-NOT BLDG	(12,000)	-	100	1001576	73211 PRESPEND FY21
ENGINEERING	2C	TOURISM SIGNAGE PORT OF D-CONST.CONTR-NOT BLDG	17,985	-	100	1001512	73211 C/O
ENGINEERING	20	ENGINEERING ADMIN-STORAGE CABINETS	8,600	-	100	10055100	71215 C/O
ENGINEERING	20	ENGINEERING ADMIN-CONST CONTRACT-BLDG	4,500	-	100	10055100	73210 C/O
ENGINEERING	20	PROJECT ENGINEERING-SOFTWARE LICENSE EXP	2,736	-	100	10055400	62663 C/O
ENGINEERING	20	PROJECT ENGINEERING-AUTO/JEEP REPLACEMENT	31,500	-	100	10055400	71310 C/O
ENGINEERING	20	PROJECT ENGINEERING-CONST CONTRACT-BLDG	9,151	-	100	10055400	73210 C/O
BUILDING SERVICES	10	BUILDING SERV. ADMIN.-SOFTWARE LICENSE	29,978	-	100	10057100	62663 C/O
ECONOMIC DEVELOPMENT	5C	BROWNFIELDS GRANT-FEDERAL GRANTS-MISC	-	36,704	100	1001111	44170 C/O
ECONOMIC DEVELOPMENT	40	ARTS AND CULTURAL AFFAIRS-SPECIAL EVENTS	10,952	-	100	10072500	62645 C/O
ECONOMIC DEVELOPMENT	40	ARTS AND CULTURAL AFFAIRS-PROGRAMMING	1,250	-	100	10072500	62669 C/O
ECONOMIC DEVELOPMENT	5C	EPA MULTIPURPOSE BRWNFLD-FEDERAL GRANTS-MISC	-	800,000	100	1002818	44170 C/O
ECONOMIC DEVELOPMENT	5C	EPA MULTIPURPOSE BRWNFLD-CONSULTING ENGINEERS	800,000	-	100	1002818	62712 C/O
HOUSING & COMMUNITY DEV	50	ADMINISTRATION-PROMOTION	767	-	100	10061100	62140 C/O
HOUSING & COMMUNITY DEV	60	FEDERAL BUILDING - ELECTRICITY	(15,649)	-	100	10061150	62411 REDUCE ENCUMBRANCE
HOUSING & COMMUNITY DEV	60	FEDERAL BUILDING - TELEPHONE	(1,808)	-	100	10061150	62421 REDUCE ENCUMBRANCE
HOUSING & COMMUNITY DEV	60	FEDERAL BUILDING - PROPERTY MAINTENANCE	(6,446)	-	100	10061150	62431 REDUCE ENCUMBRANCE
HOUSING & COMMUNITY DEV	50	REHAB PROGRAM-ESCROW PAYMENTS	174	-	100	10061300	62758 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	GENERAL HOUSING INSP.-RENTAL LICENSES	-	114,701	100	10061700	42155 C/O
HOUSING & COMMUNITY DEV	50	GENERAL HOUSING INSP.-PROPERTY MAINTENANCE	(924)	-	100	10061700	62431 REDUCE ENCUMBRANCE
HOUSING & COMMUNITY DEV	50	GENERAL HOUSING INSP.-SOFTWARE LICENSE EXP	22,639	-	100	10061700	62663 C/O
HOUSING & COMMUNITY DEV	50	GENERAL HOUSING INSP.-CONSULTANT SERVICES	(3,500)	-	100	10061700	62716 REDUCE ENCUMBRANCE
HOUSING & COMMUNITY DEV	50	GAINING OPPORTUNITIES - EDUCATION AND TRAINING	(3,587)	-	100	10061922	62360 REDUCE ENCUMBRANCE
PLANNING SERVICES	50	CITY PLANNING/HISTORIC PR-FED PASS THRU STATE GRANT	-	24,518	100	10062700	45771 C/O
PLANNING SERVICES	50	CITY PLANNING/HISTORIC PR-PROMOTION	2,004	-	100	10062700	62140 C/O
PLANNING SERVICES	50	CITY PLANNING/HISTORIC PR-CONSULTANT SERVICES	16,604	-	100	10062700	62716 C/O
CITY MANAGER'S OFFICE	60	MANAGEMENT-EMPLOYEE RECOGNITION	13,602	-	100	10072100	62756 C/O
CITY MANAGER'S OFFICE	60	SUSTAINABLE COMM COORD-EDUCATION & TRAINING	1,000	-	100	10072200	62360 C/O
CITY MANAGER'S OFFICE	60	GREENCORPS-PAY TO OTHER AGENCY	17,049	-	100	10072200	62761 C/O
CITY MANAGER'S OFFICE	60	GREENCORPS-PRIVATE PARTICIPANT	-	4,834	100	10072600	53102 C/O
CITY MANAGER'S OFFICE	60	SUSTAINABLE COMM COORD-PAY TO OTHER AGENCY	8,000	-	100	10072600	62761 C/O
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-FULL-TIME EMPLOYEES	43,302	-	100	10072800	61010 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-50% SICK LEAVE PAYOUT	1,985	-	100	10072800	61096 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-IPERS	4,088	-	100	10072800	61310 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-SOCIAL SECURITY	3,465	-	100	10072800	61320 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-HEALTH INSURANCE	5,953	-	100	10072800	61410 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-WORKMENS' COMPENSATION	101	-	100	10072800	61415 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-LIFE INSURANCE	28	-	100	10072800	61416 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-OFFICE SUPPLIES	2	-	100	10072800	62010 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENTPOSTAGE AND SHIPPING	28	-	100	10072800	62030 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-COPYING/REPRODUCTION	220	-	100	10072800	62110 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-TRAVEL-CONFRENCES	1,020	-	100	10072800	62310 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-TRAVEL-CITY BUSINESS	150	-	100	10072800	62320 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-EDUCATION & TRAINING	1,040	-	100	10072800	62360 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-TELEPHONE	708	-	100	10072800	62421 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-RENTAL OF SPACE	462	-	100	10072800	62436 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-TELEPHONE RELATED	178	-	100	10072800	72418 SHIFT FROM CDBG
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD GRANTS-GRANTS	342	-	100	10072850	62765 SHIFT FROM CDBG
CITY CLERKS OFFICE	60	CITY CLERK-ELECTION EXPENSES	15,832	-	100	10073100	62698 C/O
FINANCE	6C	DEPARTMENT REMODEL - CONSTRUCTION	5,000	-	100	1002811	73210 C/O
FINANCE	6C	ERP SYSTEM REPLACEMENT-CONSULTANT SERVICES	71,000	-	100	1001025	62716 C/O
HOUSING & COMMUNITY DEV	5C	HOMEOWNERSHIP GRANTS-TARG-LOANS	104,188	-	101	1011595	62764 C/O
CITY MANAGER'S OFFICE	6C	GREEN HOUSE GAS INVENTORY-CONTRACTOR SERVICES	4,292	-	101	1012682	62710 C/O
PARKS	4C	COMISKEY REPAIR SIDING-CONST CONTRACT-BLDG	12,059	-	102	1021151	73210 C/O
PARKS	4C	HAM HOUSE - PAINT-CONST CONTRACT-BLDG	40,000	-	102	1021212	73210 C/O
PARKS	4C	MURPHY PLAY EQUIPMENT-CONSULTING ENGINEERS	10,000	-	102	1021450	62712 C/O
PARKS	4C	MURPHY PLAY EQUIPMENT-PLAYGROUND EQUIPMENT	52,125	-	102	1021450	72713 C/O
PARKS	4C	EPP REPLACE WALKWAY-CONST.CONTR-NOT BLDG	27,152	-	102	1021453	73211 C/O
PARKS	4C	STREET TREE PROGRAM-LANDSCAPING CONTRACT	2,500	-	102	1021458	73310 C/O
PARKS	4C	COMISKEY PK AMENITY REPL-CONSULTANT SERVICES	15,000	-	102	1021578	62716 C/O
PARKS	4C	COMISKEY PK AMENITY REPL-PLAYGROUND EQUIPMENT	118,000	-	102	1021578	72713 C/O

PARKS	4C	EAGLE POINT PARK STONE-CONST.CONTR-NOT BLDG	6,323	-	102	1021677	73211 C/O
PARKS	4C	EAGLE POINT PARK IMPROV-CONST CONTRACT-BLDG	47,000	-	102	1021866	73210 C/O
PARKS	4C	COMISKEY PLAYGROUND REPLC-FED GRANT		508,000	102	1022292	45771 C/O
PARKS	4C	COMISKEY WELLMARK GRANT BB CT SPLASH PAD	100,000	-	102	1022292	72713 GRANT APPROPRIATION
PARKS	4C	COMISKEY WELLMARK GRANT BB CT SPLASH PAD	-	100,000	102	1022292	53102 NEW GRANT
PARKS	4C	COMISKEY PLAYGROUND REPLC-CONSULTANT SERVICES	54,600	-	102	1022292	62716 C/O
PARKS	4C	COMISKEY PLAYGROUND REPLC-PLAYGROUND EQUIPMENT	506,081	-	102	1022292	72713 C/O
PARKS	4C	ALL PRKS - RPL SCRTY LTS-LIGHTING EQUIPMENT	3,614	-	102	1022368	71517 C/O
PARKS	4C	EPP BRIDGE COMPLEX-CONSULTING ENGINEERS	18,000	-	102	1022509	62712 C/O
PARKS	4C	EPP BRIDGE COMPLEX-CONST CONTRACT-BLDG	100,000	-	102	1022509	73210 C/O
PARKS	4C	ELECTRIC RESTROOM LOCKS-CONST CONTRACT BLDG	8,866	-	102	1022708	73210 C/O
CIVIC CENTER DIVISION	4C	FIVE FLAGS ELEVATOR-CONST CONTRACT-BLDG	12,000	-	102	1022783	73210 C/O
RECREATION	4C	GOLF COURSE IRRIGATION-CONST.CONTR-NOT BLDG	187,017	-	102	1021530	73211 C/O
RECREATION	4C	F&S ANNUAL MAINTENANCE-CONST CONTRACT-BLDG	97,735	-	102	1021890	73210 C/O
RECREATION	4C	F&S POOL ASSESSMENTS-CONSULTANT SERVICES	13,974	-	102	1022648	62716 C/O
ENGINEERING	4C	16TH ST DET BASIN TRAIL-FEDERAL GRANTS-MISC	-	175,000	102	1022673	44170 C/O
ENGINEERING	4C	16TH ST DET BASIN TRAIL-STATE GRANTS	-	222,000	102	1022673	45701 C/O
ENGINEERING	4C	16TH ST DET BASIN TRAIL-GRANT,IA REAP	-	200,000	102	1022673	45707 C/O
ENGINEERING	4C	16TH ST DET BASIN TRAIL-CONST.CONTR-NOT BLDG	595,483	-	102	1022673	73211 C/O
PLANNING SERVICES	5C	HISTORIC PRES TECH ASSIST-CONSULTANT SERVICES	5,000	-	102	1022431	62716 C/O
PUBLIC INFORMATION OFFICE	6C	GIS SYSTEM IMPLEMENTATION-CONSULTANT SERVICES	51,206	-	102	1021070	62716 C/O
CITY MANAGER'S OFFICE	6C	ALL-AMERICA CITY AWARD-TRAVEL-CONFRENCES	2,667	-	102	1022317	62310 C/O
INFORMATION SERVICES	6C	INTERNET,MICROS & PRINTER-COMPUTER	1,900	-	102	1021069	71120 C/O
INFORMATION SERVICES	6C	INTERNET,MICROS & PRINTER-COMPUTER	14,100	-	102	1021069	71124 C/O
INFORMATION SERVICES	6C	WORKSTATION/CHAIR REPLACE-DESK/CHAIRS	5,797	-	102	1022683	71211 C/O
INFORMATION SERVICES	6C	LASERFICHE FULL USER LICE-SOFTWARE	1,215	-	102	1022684	71123 C/O
INFORMATION SERVICES	6C	ANNEX 2ND DLR LOW VOLTAGE-MISCELLANEOUS EQUIPMENT	2,500	-	102	1022726	71550 C/O
TOTAL GENERAL FUND			5,011,566	7,680,911			
TRANSIT FUND							
TRANSIT	8C	REPLACE MINI BUSES-EQUIP ACQUISITION	260,000	-	600	6001222	73411 C/O
TRANSIT	8C	REPLACE FIXED ROUTE BUSES-FTA CAPITAL	-	1,939,672	600	6001224	44150 C/O
TRANSIT	8C	REPLACE FIXED ROUTE BUSES-SALVAGE SALES	-	40,000	600	6001224	54109 C/O
TRANSIT	8C	REPLACE FIXED ROUTE BUSES-EQUIP ACQUISITION	527,576	-	600	6001224	73411 C/O
TRANSIT	8C	BUS STOP IMPROVEMENTS-CONST.CONTR-NOT BLDG	662	-	600	6002235	73211 C/O
TRANSIT	8C	MIDTOWN TRANSFER RELOC-SRF GO BOND PROCEEDS	-	247,400	600	6002765	54230 C/O
TRANSIT	8C	MIDTOWN TRANSFER RELOC-CONST.CONTR-NOT BLDG	458,197	-	600	6002765	73211 C/O
INFORMATION SERVICES	8C	INTERNET,MICROS & PRINTER-COMPUTER	1,900	-	600	6001069	71120 C/O
TRANSIT	8O	TRANSIT ADMIN.-FTA OPERATING ASSISTANCE	-	9,586	600	60053100	44160 C/O
TRANSIT	8O	TRANSIT ADMIN-VAN/PICKUP/WAG REPL	23,690	-	600	60053100	71312 C/O
TRANSIT	8O	BUS OPERATIONS-FTA OPERATING ASSISTANCE	-	14,379	600	60053400	44160 C/O
TRANSIT	8O	BUS OPERATIONS-FEDERAL-CARES ACT	-	2,443,799	600	60053400	44177 C/O
TRANSIT	8O	MINI BUS OPERATIONS-FTA OPERATING ASSISTANCE	-	9,244	600	60053500	44160 C/O
TRANSIT	8O	BUS MAINTENANCE-FTA OPERATING ASSISTANCE	-	1,027	600	60053700	44160 C/O
TOTAL TRANSIT FUND			1,272,025	4,705,107			
DOWNTOWN LOAN POOL - TIF FUND							
ECONOMIC DEVELOPMENT	5C	LOAN POOL, DOWNTOWN TIF-LOANS	600,000	-	241	2411033	62764 C/O
ECONOMIC DEVELOPMENT	5C	DOWNTOWN REHAB GRANT PROG-GRANTS	2,724	-	241	2411942	62765 C/O
TOTAL DOWNTOWN LOAN POOL-TIF FUND			602,724	-			
ROAD USE TAX FUND							
PUBLIC WORKS	2C	CURB RAMP PROGRAM-CONST.CONTR-NOT BLDG	39,011	-	250	2501227	73211 C/O
ENGINEERING	2C	CORRIDOR STUDY-ALTERNATES-FED PASS THRU STATE GRANT	-	1,280,000	250	2501039	45771 C/O
ENGINEERING	2C	CORRIDOR STUDY-ALTERNATES-LAND ACQUISITION	1,647,893	-	250	2501039	73110 C/O
ENGINEERING	2C	JACKSON ST. RECONSTRUCTIO-CONST.CONTR-NOT BLDG	16,639	-	250	2501281	73211 C/O
ENGINEERING	2C	RAILROAD CROSS IMPROV-ENG. DIVISION SERVICES	8,966	-	250	2502026	62811 C/O
ENGINEERING	2C	US 52/CENTRAL TRAFFIC IMP-STATE GRANTS	-	261,660	250	2502274	45701 C/O
ENGINEERING	2C	US 52/CENTRAL TRAFFIC IMP-CONST.CONTR-NOT BLDG	9,651	-	250	2502274	73211 C/O
ENGINEERING	2C	GRANDVIEW AVE.LIGHT POLES-CONSTRUCTION	50,000	-	250	2501210	73211 C/O
ENGINEERING	2C	TRAFIC OPS CTR VIDEO SOFT-SOFTWARE	34,770	-	250	2502422	71125 C/O
ENGINEERING	2O	PROJECT ENGINEERING-CAMERA BATTERIES	12,000	-	250	25055400	71407 C/O
ENGINEERING	2O	PROJECT ENGINEERING-PROJECTOR/CAMERA	12,400	-	250	25055400	71118 C/O
ENGINEERING	2O	PROJECT ENGINEERING-SERVERS	81,000	-	250	25055400	71125 C/O
ENGINEERING	2O	PROJECT ENGINEERING-SWITCH	45,000	-	250	25055400	71405 C/O
ENGINEERING	2O	PROJECT ENGINEERING-BATTERY BACKUP SYSTEM	25,000	-	250	25055400	71406 C/O
ENGINEERING	2O	PROJECT ENGINEERING-AXIS CAMERAS	74,400	-	250	25055400	71408 C/O
ENGINEERING	2O	PROJECT ENGINEERING-ITERIS CAMERA	9,600	-	250	25055400	71409 C/O
ENGINEERING	2O	PROJECT ENGINEERING-TRAFFIC CONRTOL EQUIPMENT	42,000	-	250	25055400	71411 C/O
ENGINEERING	2O	PROJECT ENGINEERING-SURVEY EQUIPMENT	6,800	-	250	25055400	71412 C/O
ENGINEERING	2O	PROJECT ENGINEERING-PAGER/RADIO EQUIPMENT	6,741	-	250	25055400	72410 C/O
ENGINEERING	2O	PROJECT ENGINEERING-TELEVISION	2,268	-	250	25055400	72414 C/O

INFORMATION SERVICES	6C	INTERNET.MICROS & PRINTER-COMPUTER	4,500	- 250	2501069	71120 C/O
		TOTAL ROAD USE TAX FUND	2,128,639	1,541,660		
COMMUNITY DEVELOPMENT BLOCK GRANT FUND						
PUBLIC WORKS	2C	STREET OVERLAYS-CONST.CONTR-NOT BLDG	58,305	- 260	2602775	73211 CDBG AMEND 1
ENGINEERING	2C	SIDEWALKS-CONST.CONTR-NOT BLDG	15,000	- 260	2602776	73211 CDBG AMEND 1
ENGINEERING	2C	TREE REMOVAL-CONST.CONTR-NOT BLDG	42,800	- 260	2601239	73211 CDBG AMEND 1
HEALTH	3C	CRESCENT HEALTH CENTER-PAY TO OTHER AGENCY	100,000	- 260	2602778	62761 C/O
PURCHASE OF SERVICES	3C	VISITING NURSE ASSOC-PAY TO OTHER AGENCY	20,000	- 260	2602866	62761 CDBG AMEND 1
PARKS	4C	COMISKEY PRK - NEW ENTRY-CONST.CONTR-NOT BLDG	30,497	- 260	2601544	73211 C/O
PARKS	4C	COMISKEY PK AMENITY REPL-CONST.CONTR-NOT BLDG	94,816	- 260	2601578	73211 C/O
PARKS	4C	COMISKEY PK BLD - SC ALRM-BURGLAR ALARM	10,000	- 260	2602372	72420 C/O
RECREATION	40	CD TARGET AREA PROG.-PROGRAM EQUIP/SUPPLIES	65,181	- 260	26034500	62668 C/O
ECONOMIC DEVELOPMENT	5C	MICROENTERPRISE ASSIST-LOANS	34,370	- 260	2602636	62764 C/O
HOUSING & COMMUNITY DEV	5C	CDBG ADMIN/MONITORING-CD BLOCK GRANT	-	997,204 260	26061800	44205 CDBG AMEND 1
HOUSING & COMMUNITY DEV	5C	RESIDENTIAL REHAB PROGRAM-CONST CONTRACT-BLDG	(20,409)	- 260	2601065	62764 REDUCE ENCUMBRANCE
HOUSING & COMMUNITY DEV	5C	PURCHASE/RESALE/REHAB-CONST CONTRACT-BLDG	37,580	- 260	2601231	73210 CDBG AMEND 1
HOUSING & COMMUNITY DEV	5C	LEAD PAINT ABATEMENT PROG-GRANTS	38,201	- 260	2601232	62765 CDBG AMEND 1
HOUSING & COMMUNITY DEV	5C	RENTAL REHAB UNIT-LOANS	200,000	- 260	2601233	62764 CDBG AMEND 1
HOUSING & COMMUNITY DEV	5C	FIRST TIME HOMEBUYER PROG.-LOANS	5,000	- 260	2601234	62764 CDBG AMEND 1
HOUSING & COMMUNITY DEV	5C	MARK COMMUNITY CTR REH-GRANTS	10,000	- 260	2601747	62765 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	ADMINISTRATION-FULL-TIME EMPLOYEES	75,243	- 260	26061100	61010 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	ADMINISTRATION-GENERAL LIABILITY INSURAN	4,950	- 260	26061100	62208 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	ADMINISTRATION-EDUCATION & TRAINING	6,873	- 260	26061100	62360 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	LEAD PAINT ABATEMENT-GRANTS	(11,749)	- 260	26061200	62765 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	REHAB PROGRAM-FULL-TIME EMPLOYEES	(121,784)	- 260	26061300	61010 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	REHAB PROGRAM-POSTAGE	(178)	- 260	26061300	62030 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	REHAB PROGRAM-PROCESSING MATERIALS	(41)	- 260	26061300	62031 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	REHAB PROGRAM-DP EQUIP. MAINT CONTRACTS	(6,637)	- 260	26061300	62061 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	REHAB PROGRAM-OFFICE EQUIP RENTAL	(30)	- 260	26061300	62070 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	REHAB PROGRAM-PRINTING AND BINDING	(408)	- 260	26061300	62090 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	REHAB PROGRAM-GENERAL LIABILITY INSURAN	(4,950)	- 260	26061300	62208 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	REHAB PROGRAM-COURT COSTS	(21)	- 260	26061300	62230 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	REHAB PROGRAM-MILEAGE	(164)	- 260	26061300	62340 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	REHAB PROGRAM-EDUCATION & TRAINING	(6,873)	- 260	26061300	62360 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	REHAB PROGRAM-SOFTWARE LICENSE	(36)	- 260	26061300	62663 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	GENERAL HOUSING INSP.-SOFTWARE LICENSE EXP	(36)	- 260	26061700	62663 REDUCE ENCUMBRANCE
HOUSING & COMMUNITY DEV	50	CDBG ADMIN/MONITORING-FULL-TIME EMPLOYEES	(18,128)	- 260	26061800	61010 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	PROJECT ROOTED-PAY TO OTHER AGENCY	25,000	- 260	26061802	62761 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	RACE IN HEARTLAND - GRANT	5,000	- 260	26061806	62765 CDBG AMEND 1
HOUSING & COMMUNITY DEV	50	AHNI AGREEMENT-GRANTS	30,000	- 260	26061820	62765 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-FULL-TIME EMPLOYEES	(43,302)	- 260	26072800	61010 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-50% SICK LEAVE PAYOUT	(1,985)	- 260	26072800	61096 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-IPERS	(4,088)	- 260	26072800	61310 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-SOCIAL SECURITY	(3,465)	- 260	26072800	61320 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-HEALTH INSURANCE	(5,953)	- 260	26072800	61410 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-WORKMENS' COMPENSATION	(101)	- 260	26072800	61415 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-LIFE INSURANCE	(28)	- 260	26072800	61416 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-OFFICE SUPPLIES	(2)	- 260	26072800	62010 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-POSTAGE AND SHIPPING	(28)	- 260	26072800	62030 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-COPYING/REPRODUCTION	(220)	- 260	26072800	62110 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-TRAVEL-CONFRENCES	(1,020)	- 260	26072800	62310 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-TRAVEL-CITY BUSINESS	(150)	- 260	26072800	62320 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-EDUCATION & TRAINING	(1,040)	- 260	26072800	62360 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-TELEPHONE	(708)	- 260	26072800	62421 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-RENTAL OF SPACE	(462)	- 260	26072800	62436 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD DEVELOPMENT-TELEPHONE RELATED	(178)	- 260	26072800	72418 CDBG AMEND 1
CITY MANAGER'S OFFICE	50	NEIGHBORHOOD GRANTS-GRANTS	(342)	- 260	26072850	62765 CDBG AMEND 1
		TOTAL COMMUNITY DEVELOPMENT BLOCK FUND	654,300	997,204		
CARES ACT GRANT FUND						
PURCHASE OF SERVICES	30	COMMUNITY NON-PROFIT ASSISTANCE - GRANT	72,000	- 261	26179808	62765 GRANT APPROPRIATION
RECREATION	40	CD TARGET AREA PROG.-PROGRAM EQUIP/SUPPLIES	104,146	- 261	26134500	62765 C/O
HOUSING & COMMUNITY DEV	5C	CDBG COVID SHELTER-PAY TO OTHER AGENCY	16,326	- 261	2612867	62761 GRANT APPROPRIATION
HOUSING & COMMUNITY DEV	5C	CARES ST RENTAL/MORTGAGE-GRANTS	61,695	- 261	2612869	62765 GRANT APPROPRIATION
HOUSING & COMMUNITY DEV	5C	BROADBAND - CARES ACT	86,500	- 261	2612874	62765 GRANT APPROPRIATION
AMERICORPS	50	AMERICORPS REGULAR 18/19-GRANTS	13,500	- 261	26134914	62765 GRANT APPROPRIATION
HOUSING & COMMUNITY DEV	50	CDBG CARES ACT-CD BLOCK GRANT	-	629,739 261	26161805	44205 C/O
HOUSING & COMMUNITY DEV	50	CDBG CARES ACT-FULL TIME EMPLOYEES	19,520	- 261	26161805	61010 GRANT APPROPRIATION
		TOTAL CARES ACT GRANT FUND	373,687	629,739		
HUD RESILIENCY GRANT FUND						

ENGINEERING	2C	HUD RESILENCY ENGINEER-FED PASS THRU STATE GRANT	-	6,970,884	264	2642769	45771	ADJUST TO ACTUAL
ENGINEERING	2C	HUD RESILENCY ENGINEER-CONST.CONTR-NOT BLDG	(197,440)	-	264	2642769	73211	ADJUST TO ACTUAL
HOUSING & COMMUNITY DEV	5C	HUD RESILENCY-FED PASS THRU STATE GRANT	-	16,558,407	264	2642690	45771	C/O
HOUSING & COMMUNITY DEV	5C	HUD RESILENCY-CONST CONTRACT-BLDG	(2,092,943)	-	264	2642690	73210	ADJUST TO ACTUAL
TOTAL HUD RESILENCY GRANT FUND			(2,290,383)	23,529,291				
UDAG FUND								
ECONOMIC DEVELOPMENT	5C	JOB CREATION-LOANS	21,480	-	265	2651246	62764	C/O
ECONOMIC DEVELOPMENT	5C	HISTORIC PRES. REV. LOAN-LOANS	82,406	-	265	2651247	62764	C/O
ECONOMIC DEVELOPMENT	5C	AIRPORT REVENUE GUARANTEE-PAY TO OTHER AGENCY	150,000	-	265	2651796	62761	C/O
TOTAL UDAG FUND			253,886	-				
EMERGENCY GUARDIAN ANGEL FUND								
HOUSING & COMMUNITY DEV	50	EMERGENCY ASSISTANCE-MISCELLANEOUS SERVICES	3,296	-	266	26661923	62731	C/O
TOTAL EMERGENCY GUARDIAN ANGEL FUND			3,296	-				
HOUSING TRUST FUND								
HOUSING & COMMUNITY DEV	5C	HTF-WASHINGTON NEIGHBOR-IOWA FINANCE AUTHORITY	-	264,728	268	2681021	45703	C/O
HOUSING & COMMUNITY DEV	5C	HTF-WASHINGTON NEIGHBOR-PAY TO OTHER AGENCY	104,201	-	268	2681021	62761	C/O
HOUSING & COMMUNITY DEV	5C	HTF-WASHINGTON NEIGHBOR-LOANS	519,122	-	268	2681021	62764	C/O
TOTAL HOUSING TRUST FUND			623,323	264,728				
STATE RENTAL REHAB FUND								
HOUSING & COMMUNITY DEV	5C	RESIDENTIAL REHAB PROGRAM-CONST CONTRACT-BLDG	245,654	-	270	2701065	73210	C/O
HOUSING & COMMUNITY DEV	5C	RESIDENTIAL REHAB PROGRAM-CONST CONTRACT-BLDG	69,469	-	270	2701065	62764	C/O
HOUSING & COMMUNITY DEV	5C	HOME-RENTAL FIVE POINTS-CONST CONTRACT-BLDG	731,340	-	270	2701250	73210	C/O
HOUSING & COMMUNITY DEV	50	HOUSING LHAP GRANT-LOANS	96,901	-	270	27061320	62764	C/O
TOTAL STATE RENTAL REHAB FUND			1,143,364	-				
LEAD PAINT ABATEMENT								
HOUSING & COMMUNITY DEV	5C	HEALTHY HOMES GRANT-LOANS	(90,814)	-	275	2752340	62764	PRESPEND FY21
HOUSING & COMMUNITY DEV	5C	LEAD HZRD REDUC PRG-HUD PAYMENTS	-	443,658	275	2752429	44310	C/O
HOUSING & COMMUNITY DEV	5C	LEAD HZRD REDUC PRG-LOANS	177,298	-	275	2752429	62764	C/O
HOUSING & COMMUNITY DEV	5C	LEAD HZRD REDUC PRG-GRANTS	150,000	-	275	2752429	62765	C/O
HOUSING & COMMUNITY DEV	50	LEAD PAINT ABATEMENT - VEHICLE REPLACEMENT	(14,242)	-	275	27561211	71310	REDUCE ENCUMBRANCE
TOTAL LEAD PAINT ABATEMENT			222,242	443,658				
HOUSING CHOICE VOUCHER FUND								
HOUSING & COMMUNITY DEV	50	VOUCHER ADMIN FEES CARES-HUD ADM FEE REIMBURSEMENT	-	112,800	280	28061603	44311	C/O
TOTAL HOUSING CHOICE VOUCHER FUND			-	112,800				
VETERAN'S MEMORIAL FUND								
PARKS	40	VETERANS MEMORIAL MTCE-PROPERTY MAINTENANCE	116,699	-	293	29330400	62431	C/O
PARKS	40	VETERANS MEMORIAL PAVERS-CONST.CONTR-NOT BLDG	36,226	-	293	29330405	73211	C/O
TOTAL VETERAN'S MEMORIAL FUND			152,925	-				
POLICE TRUST FUND								
POLICE	10	STYLEMASTER TRUST-MOTOR VEH. MAINT. OUTSOUR	7,722	-	297	29711100	62528	C/O
TOTAL POLICE TRUST FUND			7,722	-				
STREET CONSTRUCTION FUND								
PUBLIC WORKS	2C	CURB RAMP PROGRAM-ENGINEERING DIVISION SERVICES	30,600	-	300	3001227	62811	C/O
PUBLIC WORKS	2C	CURB RAMP PROGRAM-CONST.CONTR-NOT BLDG	145,552	-	300	3001227	73211	C/O
PUBLIC WORKS	2C	ASPHALT MILLING PROGRAM-CONST.CONTR-NOT BLDG	14,765	-	300	3001230	73211	C/O
PUBLIC WORKS	2C	FLOODWALL POST FLOOD REPA-CONST.CONTR-NOT BLDG	100,510	-	300	3001445	73211	C/O
PUBLIC WORKS	2C	BEE BRANCH TRANSFORMER-CONST.CONTR-NOT BLDG	115,575	-	300	3002815	73211	C/O
ENGINEERING	2C	CORRIDOR STUDY-ALTERNATES-FED PASS THRU STATE GRANT	-	800,000	300	3001039	45771	C/O
ENGINEERING	2C	CORRIDOR STUDY-ALTERNATES-CONSULTING ENGINEERS	1,050,000	-	300	3001039	62712	C/O
ENGINEERING	2C	CURB/CATCH BASIN REPL-CONST.CONTR-NOT BLDG	4,375	-	300	3001041	73211	C/O
ENGINEERING	2C	SPECIAL ASSESSMENT ASSIST-CONST.CONTR-NOT BLDG	30,714	-	300	3001256	73211	C/O
ENGINEERING	2C	BRIDGE REPAIRS/MAINT.-CONST.CONTR-NOT BLDG	260,715	-	300	3001258	73211	C/O
ENGINEERING	2C	SOUTHWEST ARTERIAL-STATE HIGHWAY ASSISTANCE	-	2,254,995	300	3001287	45725	C/O
ENGINEERING	2C	SOUTHWEST ARTERIAL-FED PASS THRU STATE GRANT	-	2,517,107	300	3001287	45771	C/O
ENGINEERING	2C	SOUTHWEST ARTERIAL-RIGHT-OF-WAY ACQUISITION	250,000	-	300	3001287	73113	C/O
ENGINEERING	2C	SOUTHWEST ARTERIAL-CONST.CONTR-NOT BLDG	297,806	-	300	3001287	73211	C/O
ENGINEERING	2C	N CASCADE RD RECONSTRUCT-STATE GRANTS	-	1,356,800	300	3002021	45701	C/O
ENGINEERING	2C	N CASCADE RD RECONSTRUCT-CONST.CONTR-NOT BLDG	1,688,197	-	300	3002021	73211	C/O
ENGINEERING	2C	PAVEMENT MARKING-REIMBURSEMENTS-GENERAL	-	30,000	300	3002245	53620	C/O
ENGINEERING	2C	PAVEMENT MARKING-CONST.CONTR NOT-BLDG	(10,359)	-	300	3002245	73211	C/O
ENGINEERING	2C	UNI & ASBURY INTER IMPROV-STATE GRANTS	-	682,644	300	3002324	45701	C/O
ENGINEERING	2C	N GRANDVIEW ESTATES ROAD-ENG. DIVISION SERVICES	15,000	-	300	3002336	62811	C/O
ENGINEERING	2C	N GRANDVIEW ESTATES ROAD-CONST.CONTR-NOT BLDG	279,001	-	300	3002336	73211	C/O
ENGINEERING	2C	WASH ST RECON 8TH TO 9TH-CONST.CONTR-NOT BLDG	72,861	-	300	3002552	73211	C/O
ENGINEERING	2C	HEEB STREET-ENG. DIVISION SERVICES	50,000	-	300	3002612	62811	C/O
ENGINEERING	2C	NW ARTERIAL TURN LANE IMP-STATE GRANTS	-	364,000	300	3002675	45701	C/O
ENGINEERING	2C	NW ARTERIAL TURN LANE IMP-FED PASS THRU STATE GRANTS	-	195,741	300	3002675	45771	C/O
ENGINEERING	2C	NW ARTERIAL TURN LANE IMP-COSNT.CONTR-NOT BLDG	205,369	-	300	3002675	73211	C/O

ENGINEERING	2C	POD IRRIGATION REPLACEMEN-CONST.CONTR-NOT BLDG	14,899	-	300	3002717	73211 C/O
ENGINEERING	2C	LANDFILL ACCESS ROAD-CONST.CONTR-NOT BLDG	596,313	-	300	3002762	73211 C/O
ENGINEERING	2C	STONE RETAINING WALLS-CONST.CONTR-NOT BLDG	46,149	-	300	3001029	73211 C/O
ENGINEERING	2C	SIGNALIZATION PROGRAM-CONST.CONTR-NOT BLDG	84,382	-	300	3001011	73211 C/O
ENGINEERING	2C	INTERSECTION PREEMPTION-ENG. DIVISION SERVICES	865	-	300	3001023	62711 C/O
ENGINEERING	2C	GRANDVIEW AVE.LIGHT POLES-ENG. DIVISION SERVICES	49,891	-	300	3001210	62811 C/O
ENGINEERING	2C	GRANDVIEW AVE.LIGHT POLES-CONST.CONTR-NOT BLDG	49,891	-	300	3001210	73211 C/O
ENGINEERING	2C	TRAFFIC CONTR BATTERY PCK-EQUIP ACQUISITION	44,193	-	300	3001229	73410 C/O
ENGINEERING	2C	TRAFFIC SIGNAL INTERCONNE-ENG.DIVISION SERVICES	5,000	-	300	3001266	62811 C/O
ENGINEERING	2C	TRAFFIC SIGNAL INTERCONNE-CONST.SONTR-NOT BLDG	45,713	-	300	3001266	73211 C/O
ENGINEERING	2C	TRAFFIC CONTROLLER REPLAC-EQUIP ACQUISITION	78,303	-	300	3001274	73410 C/O
ENGINEERING	2C	SIGNAL INTERSEC RECONSTRU-ENG. DIVISION SERVICES	10,000	-	300	3001615	62811 C/O
ENGINEERING	2C	SIGNAL INTERSEC RECONSTRU-CONST.CONTR-NOT BLDG	34,654	-	300	3001615	73211 C/O
ENGINEERING	2C	TRAFF SIG FIBER OPTIC NET-ENG. DIVISION SERVICES	5,000	-	300	3001631	62811 C/O
ENGINEERING	2C	TRAFF SIG FIBER OPTIC NET-CONST.CONTR-NOT BLDG	94,669	-	300	3001631	73211 C/O
ENGINEERING	2C	TRAFFIC SIG VIDEO DET CON-ENG. DIVISION SERVICES	4,000	-	300	3001816	62811 C/O
ENGINEERING	2C	TRAFFIC SIG VIDEO DET CON-EQUIP ACQUISITION	23,240	-	300	3001816	73410 C/O
ENGINEERING	2C	LED RE-LAMP SCHEDULE-ENG. DIVISION SERVICES	1,000	-	300	3001916	62811 C/O
ENGINEERING	2C	LED RE-LAMP SCHEDULE-EQUIP ACQUISITION	19,000	-	300	3001916	73410 C/O
ENGINEERING	2C	FIBER OPTIC CONDUIT-MISC-ENG. DIVISION SERVICES	5,000	-	300	3002144	62811 C/O
ENGINEERING	2C	FIBER OPTIC CONDUIT-MISC-CONST.CONTR-NOT BLDG	12,418	-	300	3002144	73211 C/O
ENGINEERING	2C	ST LIGHT/SIGNAL KNOCKDOWN-CONST.CONTR-NOT BLDG	67,775	-	300	3002252	73211 C/O
ENGINEERING	2C	SRGE AND GRND IMPR SIGNAL-CONST.CONTR-NOT BLDG	4,962	-	300	3002420	73211 C/O
ENGINEERING	2C	SRGE AND GRND IMPR SIGNAL-EQUIP ACQUISITION	4,193	-	300	3002420	73410 C/O
ENGINEERING	2C	TRAFIC OPS CTR VIDEO SOFT-SOFTWARE	2,264	-	300	3002422	71123 C/O
ENGINEERING	2C	TRAFIC OPS CNTR EQUIP TEST-SOFTWARE	15,255	-	300	3002423	71123 C/O
ENGINEERING	2C	FIBER OPTICS TO AIRPORT-EQUIP ACQUISITION	17,199	-	300	3002491	73411 C/O
ENGINEERING	2C	FLASH YELLOW LEFT TURN-LIGHTING EQUIPMENT	10,000	-	300	3002557	71517 C/O
ENGINEERING	2C	REPLC LED SIGNS BEACONS-LIGHTING EQUIPMENT	15,920	-	300	3002558	71517 C/O
ENGINEERING	2C	WEST LOCUST COMM/CAMERAS-CONST.CONTR-NOT BLDG	50,741	-	300	3002618	73211 C/O
ENGINEERING	2C	FIBER/NETWORK MGMT PROG-CONSULTANT SERVICES	1,645	-	300	3002620	62716 C/O
ENGINEERING	2C	FIBER/NETWORK MGMT PROG-ENG. DIVISION SERVICES	10,450	-	300	3002620	62811 C/O
ENGINEERING	2C	FIBER/NETWORK MGMT PROG-SOFTWARE	17,000	-	300	3002620	71123 C/O
ENGINEERING	2C	FIBER/NETWORK MGMT PROG-EQUIP ACQUISITION	10,000	-	300	3002620	73410 C/O
ENGINEERING	2C	STREETS TRAFFIC CONTROL-CONST.CONTR-NOT BLDG	455,216	-	300	3002763	73211 C/O
ENGINEERING	2C	ASBURY RD SIGNALIZATION-ENG. DIVISION SERVICES	6,500	-	300	3002800	62811 C/O
ENGINEERING	2C	ASBURY RD SIGNALIZATION-MISCELLANEOUS EQUIPMENT	5,000	-	300	3002800	71550 C/O
ENGINEERING	2C	ASBURY RD SIGNALIZATION-CONST.CONTR-NOT BLDG	47,790	-	300	3002800	73211 C/O
ENGINEERING	2C	FIBR REEL TRAILER/TOOLS-MISCELLANEOUS EQUIPMENT	15,000	-	300	3002801	71550 C/O
CONF CENTER OPERATION	6C	EXTERIOR DECORATIVE CONCR-CONSULTING ENGINEERS	6,665	-	300	3002710	62712 C/O
TOTAL STREET CONSTRUCTION FUND			6,588,836	-	8,201,287		
DICW CIP REPLACEMENT FUND							
PARKS	4C	DICW CIP REPLACEMENT-PLAYGROUND EQUIPMENT	25,244	-	325	3252568	72713 C/O
TOTAL DICW CIP REPLACEMENT FUND			25,244	-			
SALES TAX INCREMENT CONSTRUCTION FUND							
ENGINEERING	8C	BEE BRANCH TRAIL CONNECT=CONST.CONTR-NOT BLDG	105,000	-	340	3402774	73211 C/O
TOTAL SALES TAX INCREMENT CONSTRUCTION FUND			105,000	-			
SALES TAX FUND (20%)							
FIRE	1C	LADDER TRUCK, PUMPER, AMBULANCE REPL-HEAVY EQUIP-REPLACEMENT	68,066	-	350	3501016	71318 C/O
FIRE	1C	FIRE STATION STRCTURE REPAIR-CONST CONTRACT-BLDG	253,662	-	350	3502706	73210 C/O
FIRE	1C	FIRE HVAC-HVAC	80,000	-	350	3502810	71520 C/O
BUILDING SERVICES	1C	DILAPIDATED BDG ASSESS-CONSULTANT SERVICES	25,654	-	350	3502764	62716 C/O
PUBLIC WORKS	2C	PURINA DRIVE FLOODWALL-CONST.CONTR-NOT BLDG	85,488	-	350	3502480	73211 C/O
ENGINEERING	2C	SIDEWALK PROGRAM CITY OWN-CONST.CONTR-NOT BLDG	(3,203)	-	350	3501425	73211 PRESPEND FY21
ENGINEERING	2C	SIDEWALK FINANCIAL ASSIST-PAY TO OTHER AGENCY	12,451	-	350	3501727	62761 C/O
ENGINEERING	2C	N CASCADE RD RECONSTRUCT-STATE GRANTS	-	1,203,000	350	3502021	45701 C/O
ENGINEERING	2C	N CASCADE RD RECONSTRUCT-CONST.CONTR-NOT BLDG	262,927	-	350	3502021	73211 C/O
ENGINEERING	2C	TRAILS/COMPLETE STREETS-FED PASS THRU STATE GRANT	-	83,593	350	3502430	45771 C/O
ENGINEERING	2C	TRAILS/COMPLETE STREETS-CONST CONTRACT-BLDG	84,898	-	350	3502430	73210 C/O
ENGINEERING	2C	STONE RETAINING WALLS-CONST.CONTR-NOT BLDG	82,154	-	350	3501029	73211 C/O
ENGINEERING	2C	REHAB RR TRACK-CONST.CONTR-NOT BLDG	6,590	-	350	3501465	73211 C/O
ENGINEERING	2C	STREET LIGHT REPLACEMENT-CONST.CONTR-NOT BLDG	24,014	-	350	3501549	73211 C/O
PARKS	4C	PARKS RETAINING WALLS-CONST.CONTR-NOT BLDG	34,756	-	350	3501055	73211 C/O
PARKS	4C	RENOVATE PARK WATER SYSTE-CONST. CONTR-NOT BLDG	5,405	-	350	3501158	73211 C/O
PARKS	4C	HAM HOUSE - PAINT -CONST CONTRACT-BLDG	27,844	-	350	3501212	73210 C/O
PARKS	4C	STREET TREE PROGRAM-LANDSCAPING CONTRACT	2,500	-	350	3501458	73310 C/O
PARKS	4C	STREET TREE PROGRAM-TREE PLANTING	19,051	-	350	3501458	73311 C/O
PARKS	4C	FLORA-PAVE TENNIS COURTS-CONST.CONTR-NOT BLDG	5,143	-	350	3501557	73211 C/O
PARKS	4C	PLAN HWY 20 ROSES-LANDSCAPING CONTRACT	6,340	-	350	3501588	73310 C/O

PARKS	4C	FLORA PK-REST ROOM-CONST CONTRACT-BLDG	58,607	-	350	3501767	73210 C/O
PARKS	4C	SECURITY CAMERAS-CONTRACTOR SERVICES	5,504	-	350	3502105	62710 C/O
PARKS	4C	SECURITY CAMERAS-CAMERA RELATED EQUIPMENT	5,067	-	350	3502105	72417 C/O
PARKS	4C	EAGLE VALLEY PARK DEV-CONST.CONTR-NOT BLDG	97,283	-	350	3502288	73211 C/O
PARKS	4C	SKATE PARK-CONST.CONTR-NOT BLDG	40,285	-	350	3502461	73211 C/O
PARKS	4C	ELECTRIC RESTROOM LOCKS-CONST CONTRACT BLDG	15,000	-	350	3502708	73210 C/O
PARKS	4C	DOG PARK-CONSULTANT SERVICES	20,000	-	350	3502737	62716 C/O
CIVIC CENTER DIVISION	4C	THEATER-TUCKPOINT EXTERIO-CONST CONTRACT-BLDG	12,480	-	350	3501708	73210 C/O
CIVIC CENTER DIVISION	4C	ARENA ROOF-CONST CONTRACT-BLDG	307,664	-	350	3502378	73210 C/O
CIVIC CENTER DIVISION	4C	ARENA LIGHT FIXTURES-CONST CONTRACT-BLDG	174,884	-	350	3502379	73210 C/O
CIVIC CENTER DIVISION	4C	FF IMPROV - SMG CONTRIB-PRIVATE PARTICIPANT	-	30,000	350	3502569	53102 C/O
CIVIC CENTER DIVISION	4C	ACCESSIBILITY BLDG MODIFI-CONST CONTRACT-BLDG	11,586	-	350	3502647	73210 C/O
CIVIC CENTER DIVISION	4C	FIVE FLAGS STUDY PHASE 2 -CONSULTANT SERVICES	7,964	-	350	3502740	62716 C/O
CIVIC CENTER DIVISION	4C	ARENA CHAIR PLATFORM SEC3-CONST CONTRACT-BLDG	48,321	-	350	3502741	73210 C/O
RECREATION	4C	FLORA/SUTTON POOL HEATERS-CONST CONTRACT-BLDG	17,913	-	350	3501446	73210 C/O
LIBRARY	4C	LIBRARY ROOF REPLACEMENT-CONST CONTRACT-BLDG	120,029	-	350	3501187	73210 C/O
LIBRARY	4C	REPLACE SIDEWALK & STEPS-CONST CONTRACT-BLDG	25,597	-	350	3501681	73210 C/O
LIBRARY	4C	LIBRARY HVAC MAINT-EQUIP ACQUISITION	26,482	-	350	3501787	73410 C/O
LIBRARY	4C	HVAC HANDLING UNITS-HVAC	22,524	-	350	3502521	71520 C/O
LIBRARY	4C	LIMESTONE OVERHANG E&R-CONST CONTRACT-BLDG	10,000	-	350	3502743	73210 C/O
ECONOMIC DEVELOPMENT	5C	ECON DEV SOFTWARE-CONST CONTRACT-BLDG	20,000	-	350	3502680	73210 C/O
CONF CENTER OPERATION	6C	AUDIO-VIS & SOUND EQUIP-CONSULTANT SERVICES	3,000	-	350	3502302	62716 C/O
CONF CENTER OPERATION	6C	GRC ENERGY EFFICIENCY IMP-SOFTWARE	92,879	-	350	3502590	71123 C/O
CONF CENTER OPERATION	6C	GRC ENERGY EFFICIENCY IMP-CONST CONTRACT-BLDG	91,103	-	350	3502590	73210 C/O
BUILDING SERVICES	6C	CITY HALL REMODELING-CONST CONTRACT-BLDG	26,020	-	350	3501045	73210 C/O
BUILDING SERVICES	6C	CITY HALL ANNEX MAINT-CONST CONTRACT-BLDG	50,717	-	350	3501757	73210 C/O
PUBLIC INFORMATION OFFICE	6C	GIS SYSTEM IMPLEMENTATION-CONSULTANT SERVICES	35,071	-	350	3501070	62716 C/O
PUBLIC INFORMATION OFFICE	6C	GEOEVENT PROCESSOR EXT-SERVERS	6,425	-	350	3502625	71125 C/O
CITY MANAGER'S OFFICE	6C	ENERGY EFFICI REVOL FUND-LOANS	20,000	-	350	3502681	62764 C/O
CITY MANAGER'S OFFICE	6C	GREEN HOUSE GAS INVENTORY-CONSULTANT SERVICES	22,500	-	350	3502682	62716 C/O
INFORMATION SERVICES	6C	NETWORK SWITCH RPLC-HARDWARE	1,187	-	350	3501846	71126 C/O
INFORMATION SERVICES	6C	CITY WIDE MULTIFUNC RPL-COPIER MACHINE	134,875	-	350	3502435	71116 C/O
TOTAL SALES TAX FUND			2,614,707		1,316,593		
<u>GENERAL CONSTRUCTION FUND</u>							
BUILDING SERVICES	1C	DT ADA NON-PROFIT ASSIST-CONST.CONTR-NOT BLDG	100,000	-	360	3602802	73211 C/O
PARKING	2C	MILLWORK DISTRICT PARKING - CONSTRUCTION	(136,108)	-	360	3602250	73211 PRESPEND FY21
ENGINEERING	2C	CORRIDOR STUDY-ALTERNATES-FED PASS THRU STATE GRANT	-	4,160,000	360	3601039	45771 C/O
ENGINEERING	2C	CORRIDOR STUDY-ALTERNATES-CONSULTING ENGINEERS	977,780	-	360	3601039	62712 C/O
ENGINEERING	2C	CORRIDOR STUDY-ALTERNATES-ENG. DIVISION SERVICES	48,071	-	360	3601039	62811 C/O
ENGINEERING	2C	CORRIDOR STUDY-ALTERNATES-LAND ACQUISITION	4,000,000	-	360	3601039	73110 C/O
ENGINEERING	2C	CHAVENELLE TRAIL-GRANT, IA REAP	-	175,000	360	3602273	45707 C/O
ENGINEERING	2C	CHAVENELLE TRAIL-FED PASS THRU STATE GRANT	-	573,986	360	3602273	45771 C/O
ENGINEERING	2C	CHAVENELLE TRAIL-CONST.CONTR-NOT BLDG	506,504	-	360	3602273	73211 C/O
ENGINEERING	2C	CHAVENELLE RD REHAB-FULL-TIME EMPLOYEES	(5,572)	-	360	3602551	61010 PRESPEND FY21
ENGINEERING	2C	HWY 52 PHASE 4 CENTRAL-STATE HIGHWAY ASSISTANCE	-	836,500	360	3602760	45725 C/O
ENGINEERING	2C	HWY 52 PHASE 4 CENTRAL-CONST.CONTR-NOT BLDG	475,865	-	360	3602760	73211 C/O
ENGINEERING	2C	RIVERFRONT LEASEHOLD IMPR-CONST.CONTR-NOT BLDG	(7,382)	-	360	3601053	73211 PRESPEND FY21
ENGINEERING	2C	DWNTWN ST LIGHT REPLACMNT-EQUIP ACQUISITION	17,544	-	360	3601608	73410 C/O
ENGINEERING	2C	STREET CAMERA INSTALL-EQUIP ACQUISITION	12,509	-	360	3602421	73410 C/O
ENGINEERING	2C	LED STREETLIGHT RETROFIT-EQUIP ACQUISITION	15,000	-	360	3602484	73410 C/O
ENGINEERING	2C	DT SECURITY CAMERAS-CAMERA RELATED EQUIPMENT	18,545	-	360	3602494	72417 C/O
ENGINEERING	2C	DOWNTOWN SECURITY CAMERAS-EQUIP ACQUISITION	10,000	-	360	3602677	73410 C/O
MULTICULTRAL FAMILY CTR	4C	MFC ADDITION REMODEL-DMASWA GRANTS	-	25,000	360	3602742	46110 C/O
MULTICULTRAL FAMILY CTR	4C	MFC ADDITION REMODEL-CONST CONTRACT-BLDG	312,805	-	360	3602742	73210 C/O
PARKS	4C	COMISKEY LANDSCAPE-CONST CONTRACT-NOT BLDG	90,000	-	360	3601105	73211 C/O
PARKS	4C	TOWN CLOCK LIGHTING-CONSULTING ENGINEERS	5,000	-	360	3601742	62712 C/O
PARKS	4C	TOWN CLOCK LIGHTING-CONST.CONTR-NOT BLDG	10,669	-	360	3601742	73211 C/O
PARKS	4C	MCALEECE SIDEWALKS-CONST.CONTR-NOT BLDG	20,439	-	360	3602374	73211 C/O
PARKS	4C	RELANDSCAPE SEIPPEL/CHAVE-LANDSCAPE/FERT/PLANTS	15,000	-	360	3602645	62637 C/O
PARKS	4C	ENGLISH RIDGE PARK-CONST.CONTR-NOT BLDG	86,534	-	360	3602738	73211 C/O
PARKS	4C	COMISKEY SIDEWALK LIGHT-CONST.CONTR-NOT BLDG	90,000	-	360	3602739	73211 C/O
PARKS	4C	JACKSON PARK RESTROOMS-CONST CONTRACT-BLDG	242,465	-	360	3602782	73210 C/O
CIVIC CENTER DIVISION	4C	ARENA ROOF A/C UNIT REPLC-GO BOND PROCEEDS	-	150,000	360	3602583	54210 C/O
CIVIC CENTER DIVISION	4C	ARENA ROOF A/C UNIT REPLC-CONST CONTRACT-BLDG	145,633	-	360	3602583	73210 C/O
ECONOMIC DEVELOPMENT	5C	WAREHOUSE MASTER PLANNING-CONSULTANT SERVICES	50,000	-	360	3602081	62716 C/O
ECONOMIC DEVELOPMENT	5C	DOWNTOWN HOUSING INCENT-GRANTS	1,774	-	360	3602267	62765 C/O
ECONOMIC DEVELOPMENT	5C	WASH NEIGH BUSINESS INCEN-GRANTS	5,425	-	360	3602436	62765 C/O
ECONOMIC DEVELOPMENT	5C	WASH NEIGH DT INCENT-GRANTS	221,970	-	360	3602438	62765 C/O
ECONOMIC DEVELOPMENT	5C	CENTRAL STREETScape PLAN-PAY TO OTHER AGENCY	89,907	-	360	3602561	62761 C/O

ECONOMIC DEVELOPMENT	5C	CENTRAL AVE COORIDOR INIT-CONSULTANT SERVICES	80,566	-	360	3602679	62716 C/O
HOUSING & COMMUNITY DEV	5C	HOMEOWNERSHIP GRANTS-TARG-LAND/ACQE/IMPROV	(6,382)	-	360	3601595	73111 PRESPEND FY21
HOUSING & COMMUNITY DEV	5C	HOMEOWNERSHIP GRANTS-TARG-CONSTRUCTION	87,917	-	360	3601595	73210 C/O
HOUSING & COMMUNITY DEV	5C	CHI-CONST CONTRACT-BLDG	(125,000)	-	360	3602573	73210 REDUCE ENCUMBRANCE
CONF CENTER OPERATION	6C	GRC - REPLACE CARPET-CONST CONTRACT-BLDG	10,430	-	360	3602113	73210 C/O
CITY MANAGER'S OFFICE	6C	DOWNTOWN NON-PROFIT WEATHERIZATION-CONST CONTRACT-BLDG	100,000	-	360	3602807	73210 C/O
GOLF CONSTRUCTION FUND		TOTAL GENERAL CONSTRUCTION FUND	7,567,908	5,920,486			
RECREATION	4C	GOLF COURSE IRRIGATION-CONST.CONTR-NOT BLDG	20,000	-	370	3701530	73211 C/O
AIRPORT CONSTRUCTION FUND		TOTAL GOLF CONSTRUCTION FUND	20,000	-			
AIRPORT	2C	AIRPORT NORTH APRON-FAA FUNDS	-	5,000,000	390	3901439	44105 C/O
AIRPORT	2C	AIRPORT NORTH APRON -CONSULTING ENGINEERS	750,000	-	390	3901439	62712 C/O
AIRPORT	2C	AIRPORT APRON-CONST.CONTR-NOT BLDG	4,250,000	-	390	3901439	73211 C/O
AIRPORT	2C	AIRPORT FENCING/HAZARD ST-CONST.CONTR-NOT BLDG	18,389	-	390	3901497	73211 C/O
AIRPORT	2C	RUNWAY SENSOR UPDATE-FAA FUNDS	-	1,954,447	390	3901691	44105 C/O
AIRPORT	2C	RUNWAY SENSOR UPDATE-EQUIP ACQUISITION	1,542,018	-	390	3901691	73410 C/O
AIRPORT	2C	OLD AIRLINE TERM ASSESS-CONST CONTRACT-BLDG	48,868	-	390	3902214	73210 C/O
AIRPORT	2C	NEW TERM LANDSCAPING-CONSULTING ENGINEERS	54,309	-	390	3902535	62712 C/O
AIRPORT	2C	ELECT FUEL TANK GUAGE SYS-STATE GRANTS	-	14,117	390	3902602	45701 C/O
AIRPORT	2C	AIRPORT STORM DRAIN IMPRO-CONST CONTRACT-BLDG	27,560	-	390	3902662	73210 C/O
AIRPORT	2C	AIRPORT CAR WASH-STATE GRANTS	-	72,750	390	3902788	45701 C/O
AIRPORT	2C	AIRPORT CAR WASH-STATE GRANTS	72,750	-	390	3902788	62712 C/O
SANITARY OPERATING FUND		TOTAL AIRPORT CONSTRUCTION FUND	6,763,894	7,041,314			
WATER & RESOURCE RECOVERY CENTI80		UNDISTRIBUTED-SAN ROUESSLOT	-	(121,890)	610	61010610	51240 ADJUST TO ACTUAL
WATER & RESOURCE RECOVERY CENTI80		UNDISTRIBUTED-BRD LEASE	-	10,000	610	61010610	51256 C/O FY20 INVOICE
WATER & RESOURCE RECOVERY CENTI80		UNDISTRIBUTED-BRD STAFF REIMBURSEMENT	-	6,000	610	61010610	51257 C/O FY20 INVOICE
WATER & RESOURCE RECOVERY CENTI80		UNDISTRIBUTED-BRD GAS REIMBURSEMENT	-	44,106	610	61010610	51258 C/O FY20 INVOICE
WATER & RESOURCE RECOVERY CENTI80		UNDISTRIBUTED-BRD ELECTRIC REIMBURSEMENT	-	38,216	610	61010610	51259 C/O FY20 INVOICE
WATER & RESOURCE RECOVERY CENTI80		UNDISTRIBUTED-BRD GROSS REVENUE	-	16,217	610	61010610	51260 C/O FY20 INVOICE
WATER & RESOURCE RECOVERY CENTI80		WRRP ADMINISTRATION-TRAVEL-CONFRENCES	(2,700)	-	610	61043100	62310 ADJUST TO ACTUAL
WATER & RESOURCE RECOVERY CENTI80		WRRP ADMINISTRATION-TRAVEL-CITY BUSINESS	(145)	-	610	61043100	62320 ADJUST TO ACTUAL
WATER & RESOURCE RECOVERY CENTI80		WRRP ADMINISTRATION-CONSULTANT SERVICES	(4,449)	-	610	61043100	62716 ADJUST TO ACTUAL
WATER & RESOURCE RECOVERY CENTI80		WRRP ADMINISTRATION-TEMP HELPCONTRACT SERV.	(10,000)	-	610	61043100	62732 ADJUST TO ACTUAL
WATER & RESOURCE RECOVERY CENTI80		WRR PLANT OPERATIONS-UTILITY EXP-ELECTRICITY	(9,001)	-	610	61043400	62411 ADJUST TO ACTUAL
WATER & RESOURCE RECOVERY CENTI80		WPP PLANT OPERATIONS-PROPERTY MAINTENANCE	(6,000)	-	610	61043400	62431 ADJUST TO ACTUAL
WATER & RESOURCE RECOVERY CENTI80		WRR PLANT OPERATIONS-MACH/EQUIP MAINTENANCE	(32,631)	-	610	61043400	62611 ADJUST TO ACTUAL
WATER & RESOURCE RECOVERY CENTI80		WRR PLANT OPERATIONS-MAJOR REPAIR ELEMENT	(50,000)	-	610	61043400	62612 ADJUST TO ACTUAL
WATER & RESOURCE RECOVERY CENTI80		WPP PLANT OPERATIONS-LIQUID CO2/O2	(17,041)	-	610	61043400	62639 ADJUST TO ACTUAL
WATER & RESOURCE RECOVERY CENTI80		WRR PLANT OPERATIONS-LANDFILL FEES	(7,586)	-	610	61043400	62692 ADJUST TO ACTUAL
WATER & RESOURCE RECOVERY CENTI80		WRR PLANT OPERATIONS-CONSULTANT SERVICES	(71,500)	-	610	61043400	62716 SHIFT TO NUTRIENT RED STUDY
PUBLIC WORKS	80	SAN-SEWER MNTNCE-TRUCK REPLACEMENT	94,500	-	610	61054300	71314 C/O
PUBLIC WORKS	80	SAN-SEWER MNTNCE-PUMPS	30,000	-	610	61054300	71511 C/O
PARKING OPERATING FUND		TOTAL SANITARY OPERATING FUND	(86,553)	(7,351)			
PARKING	80	ADMINISTRATION-SERVERS	35,000	-	630	63046100	71125 C/O
PARKING	80	ADMINISTRATION-CAMERA EQUIPMENT	36,050	-	630	63046100	72417 C/O
PARKING	80	LOCUST STREET RAMP-CAMERA EQUIPMENT	5,576	-	630	63046300	72417 C/O
PARKING	80	5TH STREET RAMP-CAMERA EQUIPMENT	3,956	-	630	63046320	72417 C/O
PARKING	80	FIVE FLAGS RAMP-CAMERA RELATED EQUIPMENT	3,956	-	630	63046330	72417 C/O
PARKING	80	10TH & CENTRAL RAMP-CAMERA RELATED EQUIPMENT	25,073	-	630	63046360	72417 C/O
PARKING	80	PARKING METER ENFORCEMENT-CAMERA RELATED EQUIPMENT	4,500	-	630	63046430	72417 C/O
PARKING	80	PARKING MAINTENANCE-TRUCK-REPLACEMENT	28,500	-	630	63046700	71314 C/O
WATER OPERATING FUND		TOTAL PARKING OPERATING FUND	142,611	-			
WATER	80	PLANT OPER. & MAINT-SOFTWARE LICENSE EXP	30,150	-	640	64042400	62663 C/O
WATER	80	WATER DISTR. SYSTEM-VAN/PICKUP/WAG REPL	75,831	-	640	64042700	71312 C/O
REFUSE FUND		TOTAL WATER OPERATING FUND	105,981	-			
INFORMATION SERVICES	8C	CITY WIDE MULTIFUNC RPL-COPIER MACHINE	944	-	670	6702435	71116 C/O
PUBLIC WORKS	80	RECYCLING COLL. PROG.-OTHER MAINT. EQUIPMENT	10,000	-	670	67054530	71619 C/O
SANITARY SEWER CONSTRUCTION FUND		TOTAL REFUSE FUND	10,944	-			
WATER & RESOURCE RECOVERY CENTI8C		NUTRIENT REDUCTION STUDY	65,000	-	710	7102529	62712 C/O
WATER & RESOURCE RECOVERY CENTI8C		REPLACEMENT OF RADIOS-PAGER/RADIO EQUIPMENT	16,520	-	710	7102601	72410 C/O
WATER & RESOURCE RECOVERY CENTI8C		HS WASTE RECEIVE & STORE-CONST.CONTR-NOT BLDG	171,584	-	710	7102701	73211 C/O
WATER & RESOURCE RECOVERY CENTI8C		WRRC CAMERAS-CAMERA RELATED EQUIPMENT	45,900	-	710	7102787	72417 C/O
ENGINEERING	8C	SEWER CONN ASST-LOW/MOD-GRANTS	27,456	-	710	7101067	62765 C/O

ENGINEERING	8C	SEWER LATERAL ASSISTANCE-ENG. DIVISION SERVICES	5,000	-	710	7101309	62811 C/O
ENGINEERING	8C	SAN SEWER MANHOLE REPLACE-CONST.CONTR-NOT BLDG	114,452	-	710	7101335	73211 C/O
ENGINEERING	8C	SAN SEWER LINING PROGRAM-CONST.CONTR-NOT BLDG	60,353	-	710	7101637	73211 C/O
ENGINEERING	8C	MONROE ST SAN SEWER EXT-CONST.CONTR-NOT BLDG	6,947	-	710	7101797	73211 C/O
ENGINEERING	8C	TRACK LN SAN SEWER CLEAN-SRF GO BOND PROCEEDS	-	100,000	710	7102546	54230 C/O
ENGINEERING	8C	TRACK LN SAN SEWER CLEAN-ENG. DIVISION SERVICES	10,000	-	710	7102546	62811 C/O
ENGINEERING	8C	TRACK LN SAN SEWER CLEAN-CONST.CONTR-NOT BLDG	90,000	-	710	7102546	73211 C/O
ENGINEERING	8C	CEDAR/TERM ASSESSMENTS-SRF GO BOND PROCEEDS	-	153,000	710	7102606	54230 C/O
ENGINEERING	8C	CEDAR/TERM ASSESSMENTS-CONSULTING ENGINEERS	50,700	-	710	7102606	62712 C/O
ENGINEERING	8C	CEDAR/TERM ASSESSMENTS-ENG. DIVISION SERVICES	5,259	-	710	7102606	62811 C/O
ENGINEERING	8C	CEDAR/TERM ASSESSMENTS-CONST.CONTR-NOT BLDG	151,624	-	710	7102606	73211 C/O
ENGINEERING	8C	CATFISH/GRANGER LIFT IMPR-SRF GO BOND PROCEEDS	-	234,000	710	7102607	54230 C/O
ENGINEERING	8C	CATFISH/GRANGER LIFT IMPR-CONSULTING ENGINEERS	187,000	-	710	7102607	62712 C/O
ENGINEERING	8C	CATFISH/GRANGER LIFT IMPR-ENG. DIVISION SERVICED	56,000	-	710	7102607	62811 C/O
ENGINEERING	8C	HEEB STREET-ENG. DIVISION SERVICES	20,000	-	710	7102612	62811 C/O
ENGINEERING	8C	KERPER SANITARY-SRF GO BOND PROCEEDS	-	87,585	710	7102663	54230 C/O
ENGINEERING	8C	KERPER SANITARY-CONST.CONTR-NOT BLDG	372,963	-	710	7102663	73211 C/O
ENGINEERING	8C	SW ART/MENARD UTLTY RELOC-FED PASS THRU STATE GRANT	-	48,475	710	7102669	45771 C/O
ENGINEERING	8C	SW ART/MENARD UTLTY RELOC-CONST.CONTR-NOT BLDG	60,594	-	710	7102669	73211 C/O
ENGINEERING	8C	SW ART/HWY 20 UTILITY RELOC-FED PAS THRU STATE GRANT	-	200,000	710	7102670	45771 C/O
ENGINEERING	8C	COATES SANITARY SEWER-CONST.CONTR-NOT BLDG	41,405	-	710	7102728	73211 C/O
ENGINEERING	8C	TIMBERHYRST SANITARY-CONST.CONTR-NOT BLDG	165,914	-	710	7102780	73211 C/O
ENGINEERING	8C	ASSET MANAGEMENT-SRF GO BOND PROCEEDS	-	164,000	710	7102791	54230 C/O
ENGINEERING	8C	ASSET MANAGEMENT-CONSULTING ENGINEERS	150,000	-	710	7102791	62712 C/O
ENGINEERING	8C	ASSET MANAGEMENT-ENG. DIVISION SERVICES	14,000	-	710	7102791	62811 C/O
ENGINEERING	8C	CCTV INSPECT/CLEAN/ASSESS-SRF GO BOND PROCEEDS	-	75,000	710	7102793	54230 C/O
ENGINEERING	8C	CCTV INSPECT/CLEAN/ASSESS-CONSULTING ENGINEERS	70,000	-	710	7102793	62712 C/O
ENGINEERING	8C	CCTV INSPECT/CLEAN/ASSESS-ENG. DIVISION SERVICES	5,000	-	710	7102793	62811 C/O
ENGINEERING	8C	WOOD SANITARY-ENG. DIVISION SERVICES	15,000	-	710	7102794	62811 C/O
INFORMATION SERVICES	8C	INTERNET,MICROS & PRINTER-COMPUTER	1,050	-	710	7101069	71120 C/O
INFORMATION SERVICES	8C	INTERNET,MICROS & PRINTER-COMPUTER	250	-	710	7101069	71122 C/O
INFORMATION SERVICES	8C	INTERNET,MICROS & PRINTER-COMPUTER	7,000	-	710	7101069	71124 C/O
INFORMATION SERVICES	8C	INTERNET,MICROS & PRINTER-COMPUTER	5,000	-	710	7101069	71125 C/O
INFORMATION SERVICES	8C	CITY WIDE MULTIFUNC RPL-COPIER MACHINE	945	-	710	7102435	71116 C/O
TOTAL SANITARY SEWER CONST FUND			1,992,916	1,062,060			
STORM WATER CONSTRUCTION FUND							
ENGINEERING	2C	AMY CT STORM SWR IMPROVEM-CONST.CONTR-NOT BLDG	6,249	-	720	7201666	73211 C/O
PARKS		EAGLE PT PARK - STORM SW -CONST.CONTR-NOT BLDG	79,597	-	720	7202301	73211 C/O
PUBLIC WORKS	8C	FLOOD CONTROL LEVEE CERT-CONST.CONTR-NOT BLDG	177,618	-	720	7202155	73211 C/O
PUBLIC WORKS	8C	PURINA DRIVE FLOODWALL-CONSULTING ENGINEERS	5,000	-	720	7202480	62712 C/O
PUBLIC WORKS	8C	PURINA DRIVE FLOODWALL-CONST.CONTR-NOT BLDG	12,400	-	720	7202480	73211 C/O
PUBLIC WORKS	8C	ICE HARBOR ABUTMENT REP-CONST.CONTR-NOT BLDG	97,353	-	720	7202792	73211 C/O
ENGINEERING	8C	STORM SEWER IMPR/EXTENSION-ENG. DIVISION SERVICES	10,000	-	720	7201008	62811 C/O
ENGINEERING	8C	STORM SEWER IMPR/EXTENSION-CONST.CONTR-NOT BLDG	44,354	-	720	7201008	73211 C/O
ENGINEERING	8C	STORM GENERAL REPAIRS - CONSTRUCTION	38,921	-	720	7201066	73211 C/O
ENGINEERING	8C	CATCH BASIN/WESTSIDE STORAGE - CONSTRUCTION	936	-	720	7201081	73211 C/O
ENGINEERING	8C	KAUFMANN AVE STORM REL 02-ENG DIVISION SERVICES	2,000	-	720	7201085	62811 C/O
ENGINEERING	8C	KAUFMANN AVE STORM REL 02-LAND ACQUISITION	3,000	-	720	7201085	73110 C/O
ENGINEERING	8C	NW ARTERIAL DETENTION - CONSULTING ENGINEERINGS	76	-	720	7201086	62712 C/O
ENGINEERING	8C	DRAIN TILE PROGRAM-CONST.CONTR-NOT BLDG	35,061	-	720	7201354	73211 C/O
ENGINEERING	8C	SUNNYCREST/ROOSEVELT STRM-CONSULTING ENGINEERS	5,000	-	720	7201379	62712 C/O
ENGINEERING	8C	SUNNYCREST/ROOSEVELT STRM-CONST.CONTR-NOT BLDG	16,000	-	720	7201379	73211 C/O
ENGINEERING	8C	UNIVERSITY AV CULVERT EXT-CONSULTING ENGINEERS	25,000	-	720	7201811	62712 C/O
ENGINEERING	8C	HILLCREST/KEYWAY STM SWR-CONST.CONTR-NOT BLDG	(168)	-	720	7202016	73211 PRESPEND FY21
ENGINEERING	8C	CEDAR CROSS RD STORM-CONSULTING ENGINEERS	11,000	-	720	7202238	62712 C/O
ENGINEERING	8C	CEDAR CROSS RD STORM-CONST.CONTR-NOT BLDG	58,700	-	720	7202238	73211 C/O
ENGINEERING	8C	CATFISH CRK WATERSHED PRT-SRF GO BOND PROCEEDS	-	603,475	720	7202331	54230 C/O
ENGINEERING	8C	CATFISH CRK WATERSHED PRT-CONST.CONTR-NOT BLDG	574,317	-	720	7202331	73211 C/O
ENGINEERING	8C	STORMWTR INFILT & INFLOW-ENG. DIVISION SERVICES	10,000	-	720	7202332	62811 C/O
ENGINEERING	8C	STORMWTR INFILT & INFLOW-CONST.CONTR-NOT BLDG	49,932	-	720	7202332	73211 C/O
ENGINEERING	8C	GATE REPLC FLOOD MITIGATI-CONSULTING ENGINEERS	(98,820)	-	720	7202608	62712 PRESPEND FY21
ENGINEERING	8C	FLOOD CONTROL MAINT FACIL-FED GRANTS-MISC	-	78,819	720	7202609	44170 C/O
ENGINEERING	8C	FLOOD CONTROL MAINT FACIL-CONSULTANT SERVICES	85,562	-	720	7202609	62716 C/O
ENGINEERING	8C	HEEB STREET-CONSULTING ENGINEERS	5,000	-	720	7202612	62712 C/O
ENGINEERING	8C	SW ART/MENARD UTLTY RELOC-FED PASS THRU STATE GRANT	-	450,544	720	7202669	45771 C/O
ENGINEERING	8C	SW ART/HWY 20 UTLTY RELOC-FED PASS THRU STATE GRANT	-	10,000	720	7202670	45771 C/O
ENGINEERING	8C	SW ART/HWY 20 UTLTY RELOC-CONST.CONTR-NOT BLDG	325,000	-	720	7202670	73211 C/O
ENGINEERING	8C	WILBRITCH DETENTION BASIN-CONST.CONTR-NOT BLDG	108,603	-	720	7202722	73211 C/O

ENGINEERING	8C	US 52 CENTRAL STORMWATER-CONSULTING ENGINEERS	10,000	-	720	7202756	62712 C/O
ENGINEERING	8C	US 52 CENTRAL STORMWATER-ENG. DIVISION SERVICES	10,000	-	720	7202756	62811 C/O
ENGINEERING	8C	US 52 CENTRAL STORMWATER-CONST.CONTR-NOT BLDG	42,693	-	720	7202756	73211 C/O
ENGINEERING	8C	ST ANNE DR STORM-ENG. DIVISION SERVICES	5,000	-	720	7202757	62811 C/O
ENGINEERING	8C	ST ANNE DR STORM-CONST.CONTR-NOT BLDG	131,642	-	720	7202757	73211 C/O
ENGINEERING	8C	MAUS PARK CULVERT-CONSULTANT SERVICES	42,500	-	720	7202759	62716 C/O
ENGINEERING	8C	MAUS PARK CULVERT-ENG. DIVISION SERVICES	11,445	-	720	7202759	62811 C/O
ENGINEERING	8C	MAUS PARK CULVERT-CONST.CONTR-NOT BLDG	135,724	-	720	7202759	73211 C/O
ENGINEERING	8C	LANDFILL ACCESS ROAD-PAY TO OTHER AGENCY	222,000	-	720	7202762	62761 C/O
ENGINEERING	8C	HUD RESILIENCY ENGINEER-CONST.CONTR-SRF GO BOND PROCEEDS	-	14,068,710	720	7202769	54230 C/O
ENGINEERING	8C	HUD RESILIENCY ENGINEER-CONST.CONTR-NOT BLDG	52,812	-	720	7202769	73211 C/O
ENGINEERING	8C	PERV PAVE BB RR SPONSOR-SRF GO BOND PROCEEDS	-	1,000,000	720	7202813	54230 C/O
ENGINEERING	8C	PERV PAVE BB RR SPONSOR-CONST. CONTR-NOT BLDG	991,589	-	720	7202813	73211 C/O
INFORMATION SERVICES	8C	INTERNET,MICROS & PRINTER-COMPUTER	10,000	-	720	7201069	71124 C/O
INFORMATION SERVICES	8C	CITY WIDE MULTIFUNC RPL-COPIER MACHINE	944	-	720	7202435	71116 C/O
TOTAL STORM WATER CONST FUND			3,354,040	16,211,548			

PARKING CONSTRUCTION FUND

PARKING	8C	SEALCOAT PAVING-LOTS-CONST.CONTR-NOT BLDG	25,095	-	730	7301380	73211 C/O
PARKING	8C	MAJOR MAINT ON RAMPS-CONST CONTRACT-BLDG	278,000	-	730	7301385	73210 C/O
PARKING	8C	LOCUST ST PARK RMP REPAIR-CONST CONTRACT-BLDG	319,854	-	730	7301671	73210 C/O
PARKING	8C	PARKING METER REPLACEMENT-EQUIP ACQUISITION	172,286	-	730	7301944	73411 C/O
PARKING	8C	PARKING RAMP OCC CERT-CONSULTING ENGINEERS	59,935	-	730	7302046	62712 C/O
PARKING	8C	PORT OF DBQ RAMP MAINT-CONST.CONTR-NOT BLDG	541,669	-	730	7302162	73211 C/O
INFORMATION SERVICES	8C	INTERNET,MICROS & PRINTER-COMPUTER	1,900	-	730	7301069	71120 C/O
TOTAL PARKING CONSTRUCTION FUND			1,398,739	-			

WATER CONSTRUCTION FUND

WATER	8C	WATER MAIN REPLACEMENTS-CONST.CONTR-NOT BLDG	123,381	-	740	7401405	73211 C/O
WATER	8C	PUBLIC SAFETY WAY-CONST.CONTR-NOT BLDG	135,000	-	740	7402873	73211 C/O
WATER	8C	ROOSEVELT RD MAIN EXT-SFR GO BOND PROCEEDS	-	1,555,813	740	7401672	54230 C/O
WATER	8C	ROOSEVELT RD MAIN EXT-CONST.CONTR-NOT BLDG	143,510	-	740	7401672	73211 C/O
WATER	8C	WATER METER REPL PROGRAM-EQUIP ACQUISITION	97,572	-	740	7402052	73410 C/O
WATER	8C	N CASCADE WATER MAIN-CONST.CONTR-NOT BLDG	136,735	-	740	7402525	73211 C/O
WATER	8C	GENERATOR-CONST.CONTR-NOT BLDG	23,653	-	740	7402527	73211 C/O
WATER	8C	SW ARTERIAL MAIN EXT-FED PASS THRU STATE GRANT	-	2,160,000	740	7402594	45771 C/O
WATER	8C	SW ARTERIAL MAIN EXT-CONSULTING ENGINEERS	158,568	-	740	7402594	62712 C/O
WATER	8C	CREEK CROSSING RESTORE-CONST.CONTR-NOT BLDG	9,812	-	740	7402595	73211 C/O
WATER	8C	WTR MN REPLACE-SWR CONS-CONST.CONTR-NOT BLDG	343,556	-	740	7402658	73211 C/O
WATER	8C	GRANDVIEW/LORAS INTER IMP-CONST.CONTR-NOT BLDG	8,551	-	740	7402705	73211 C/O
WATER	8C	RPR/MAINT WATER LINE ISLA-CONSULTING ENGINEERS	629	-	740	7402713	62712 C/O
WATER	8C	TAMARAK FRONTAGE WATER MN-CONST.CONTR-NOT BLDG	4,597	-	740	7402745	73211 C/O
WATER	8C	SCADA Systems Upgrade - CONSTRUCTION	466,254	740	7401339	73211 C/O	
WATER	8C	Security Upgrades - CONSTRUCTION	37,000	-	740	7401829	73211 C/O
WATER	8C	Vacuum Filter Back Up - CONSULTING	7,662	-	740	7402030	62712 C/O
WATER	8C	Southgate Sanitary Sewer - CONSTRUCTION	64,053	-	740	7402234	73211 C/O
WATER	8C	Lime Slaker Replace Study - CONSULTING	30,000	-	740	7402653	62716 C/O
WATER	8C	Water Storage Tank Coating - CONSULTING	45,000	-	740	7402656	62712 C/O
WATER	8C	Bulk CO2 Tank Replacement - EQUIPMENT	75,000	-	740	7402714	73410 C/O
WATER	8C	Public Lead Line Water - CONSTRUCTION	106,833	-	740	7402744	73211 C/O
WATER	8C	Chesterfield Dr. Water Main - CONSTRUCTION	115,000	-	740	7402747	73211 C/O
WATER	8C	Briarwood Sub Main Ext. - CONSTRUCTION	100,000	-	740	7402814	73211 C/O
WATER	8C	COTTINGHAM RD WATER MAIN-CONST.CONTR-NOT BLDG	1,078,576	-	740	7402746	73211 C/O
WATER	8C	EPWP TRANSFORMER SAFETY-CONST CONTRACT-BLDG	5,880	-	740	7402748	73210 C/O
WATER	8C	DAVENPORT RD EXT/PMP STAT-CONSULTING ENGINEERS	98,535	-	740	7402786	62712 C/O
INFORMATION SERVICES	8C	CITY WIDE MULTIFUNC RPL-COPIER MACHINE	945	-	740	7402435	71116 C/O
TOTAL WATER CONST FUND			3,416,302	3,715,813			

LANDFILL FUND

INFORMATION SERVICES	8C	INTERNET,MICROS & PRINTER-COMPUTER	350	-	940	9401069	71122 C/O
TOTAL LANDFILL FUND			350	-			

TRANSFERS

			Transfer Out	Transfer In			
FIRE	TRANS1	TRANSFER FROM BOND PROCEEDS FUND TO SALES TAX CONST FUND	80,000	-	440	44010440	91350 TRANSFER FUNDS
FIRE	TRANS1	TRANSFER FROM BOND PROCEEDS FUND TO SALES TAX CONST FUND	-	80,000	350	3502810	59440 TRANSFER FUNDS
PARKS	TRANS10	TRANSFER FROM BOND PROCEEDS FUND TO GENERAL CONST FUND	250,000	-	400	40010400	91360 TRANSFER FUNDS
PARKS	TRANS10	TRANSFER FROM BOND PROCEEDS FUND TO GENERAL CONST FUND	-	250,000	360	3602782	59400 TRANSFER FUNDS
CONF CENTER OPERATION	TRANS12	TRANSFER FROM DRA DISTRIBUTION FUND TO GENERAL FUND	22,600	-	102	10210102	59100 TRANSFER FUNDS
CONF CENTER OPERATION	TRANS12	TRANSFER FROM DRA DISTRIBUTION FUND TO GENERAL FUND	-	22,600	100	10033300	59102 TRANSFER FUNDS

AIRPORT	TRANS13	TRANSFER FROM GENERAL FUND TO AIRPORT CONSTRUCTION FUND	77,988	-	100	10010100	91390	TRANSFER FUNDS
AIRPORT	TRANS13	TRANSFER FROM GENERAL FUND TO AIRPORT CONSTRUCTION FUND	-	77,988	390	3901489	59100	TRANSFER FUNDS
AIRPORT	TRANS14	TRANSFER FROM SALES TAX CONST FUND TO AIRPORT CONST FUND	9,299	-	350	35010350	91390	TRANSFER FUNDS
AIRPORT	TRANS14	TRANSFER FROM SALES TAX CONST FUND TO AIRPORT CONST FUND	-	9,299	390	3901497	59350	TRANSFER FUNDS
AIRPORT	TRANS15	TRANSFER FROM SALES TAX CONST FUND TO AIRPORT CONST FUND	35,650	-	350	35010350	91390	TRANSFER FUNDS
AIRPORT	TRANS15	TRANSFER FROM SALES TAX CONST FUND TO AIRPORT CONST FUND	-	35,650	390	3901691	59350	TRANSFER FUNDS
AIRPORT	TRANS16	TRANSFER FROM BOND PROCEED FUND TO AIRPORT CONST FUND	156,400	-	440	44010440	91390	TRANSFER FUNDS
AIRPORT	TRANS16	TRANSFER FROM BOND PROCEED FUND TO AIRPORT CONST FUND	-	156,400	390	3901691	59440	TRANSFER FUNDS
AIRPORT	TRANS17	TRANSFER FROM SALES TAX CONST FUND TO AIRPORT CONST FUND	2,255	-	350	35010350	91390	TRANSFER FUNDS
AIRPORT	TRANS17	TRANSFER FROM SALES TAX CONST FUND TO AIRPORT CONST FUND	-	2,255	390	3901723	59350	TRANSFER FUNDS
AIRPORT	TRANS18	TRANSFER FROM DRA DISTRIB FUND TO AIRPORT CONST FUND	48,868	-	102	10210102	91390	TRANSFER FUNDS
AIRPORT	TRANS18	TRANSFER FROM DRA DISTRIB FUND TO AIRPORT CONST FUND	-	48,868	390	3902214	59102	TRANSFER FUNDS
AIRPORT	TRANS19	TRANSFER FROM SALES TAX CONST FUND TO AIRPORT CONST FUND	46,576	-	350	35010350	91390	TRANSFER FUNDS
AIRPORT	TRANS19	TRANSFER FROM SALES TAX CONST FUND TO AIRPORT CONST FUND	-	46,576	390	3902535	59350	TRANSFER FUNDS
PARKS	TRANS2	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	90,000	-	240	24060240	91360	TRANSFER FUNDS
PARKS	TRANS2	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	-	90,000	360	3601105	59240	TRANSFER FUNDS
AIRPORT	TRANS20	TRANSFER FROM SALES TAX CONST FUND TO AIRPORT CONST FUND	27,560	-	350	35010350	91390	TRANSFER FUNDS
AIRPORT	TRANS20	TRANSFER FROM SALES TAX CONST FUND TO AIRPORT CONST FUND	-	27,560	390	3902662	59350	TRANSFER FUNDS
AIRPORT	TRANS21	TRANSFER FROM DRA DISTRIB FUND TO AIRPORT CONST FUND	15,000	-	102	10210102	91390	TRANSFER FUNDS
AIRPORT	TRANS21	TRANSFER FROM DRA DISTRIB FUND TO AIRPORT CONST FUND	-	15,000	390	3902664	59102	TRANSFER FUNDS
AIRPORT	TRANS22	TRANSFER FROM SALES TAX CONST FUND TO AIRPORT CONST FUND	15,000	-	350	35010350	91390	TRANSFER FUNDS
AIRPORT	TRANS22	TRANSFER FROM SALES TAX CONST FUND TO AIRPORT CONST FUND	-	15,000	390	3902751	59350	TRANSFER FUNDS
TRANSIT	TRANS23	TRANSFER FROM SALES TAX CONST FUND TO TRANSIT FUND	260,000	-	350	35010350	91600	TRANSFER FUNDS
TRANSIT	TRANS23	TRANSFER FROM SALES TAX CONST FUND TO TRANSIT FUND	-	260,000	600	6001222	59350	TRANSFER FUNDS
TRANSIT	TRANS24	TRANSFER FROM BOND PROCEED FUND TO TRANSIT FUND	-	372,420	600	6001224	59440	TRANSFER FUNDS
TRANSIT	TRANS24	TRANSFER FROM BOND PROCEED FUND TO TRANSIT FUND	372,420	-	440	44010440	91600	TRANSFER FUNDS
TRANSIT	TRANS25	TRANSFER FROM SALES TAX CONST FUND TO TRANSIT FUND	662	-	350	35010350	91600	TRANSFER FUNDS
TRANSIT	TRANS25	TRANSFER FROM SALES TAX CONST FUND TO TRANSIT FUND	-	662	600	6002235	59350	TRANSFER FUNDS
ENGINEERING	TRANS26	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	-	48,247	360	3601039	59240	TRANSFER FUNDS
ENGINEERING	TRANS26	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	48,247	-	240	24060240	91360	TRANSFER FUNDS
ENGINEERING	TRANS27	TRANSFER FROM ROAD USE TAX FUND TO GENERAL CONST FUND	-	367,384	360	3601039	59250	TRANSFER FUNDS
ENGINEERING	TRANS27	TRANSFER FROM ROAD USE TAX FUND TO GENERAL CONST FUND	367,384	-	250	25060250	91360	TRANSFER FUNDS
ENGINEERING	TRANS28	TRANSFER FROM BOND PROCEEDS FUND TO GENERAL CONST FUND	-	450,000	360	3601039	59440	TRANSFER FUNDS
ENGINEERING	TRANS28	TRANSFER FROM BOND PROCEEDS FUND TO GENERAL CONST FUND	450,000	-	440	44010440	91360	TRANSFER FUNDS
ENGINEERING	TRANS29	TRANSFER FROM ROAD USE TAX FUND TO SALES TAX CONST FUND	-	394,548	350	3502021	59250	TRANSFER FUNDS
ENGINEERING	TRANS29	TRANSFER FROM ROAD USE TAX FUND TO SALES TAX CONST FUND	394,548	-	250	25010250	91350	TRANSFER FUNDS
PARKS	TRANS3	TRANSFER FROM STORMWATER CONST FUND TO GENERAL FUND	14,190	-	720	72010720	91100	TRANSFER FUNDS
PARKS	TRANS3	TRANSFER FROM STORMWATER CONST FUND TO GENERAL FUND	-	14,190	100	1001560	59720	TRANSFER FUNDS
ENGINEERING	TRANS30	TRANSFER FROM STREET CONST FUND TO GENERAL CONST FUND	-	349,309	360	3602760	59300	TRANSFER FUNDS
ENGINEERING	TRANS30	TRANSFER FROM STREET CONST FUND TO GENERAL CONST FUND	349,309	-	300	30010300	91360	TRANSFER FUNDS
ENGINEERING	TRANS31	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	-	19,046	360	3601841	59240	TRANSFER FUNDS
ENGINEERING	TRANS31	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	19,046	-	240	24060240	91360	TRANSFER FUNDS
ENGINEERING	TRANS32	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	-	17,544	360	3601608	59240	TRANSFER FUNDS
ENGINEERING	TRANS32	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	17,544	-	240	24060240	91360	TRANSFER FUNDS
ENGINEERING	TRANS33	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	-	12,509	360	3602421	59240	TRANSFER FUNDS
ENGINEERING	TRANS33	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	12,509	-	240	24060240	91360	TRANSFER FUNDS
ENGINEERING	TRANS34	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	-	15,000	360	3602484	59240	TRANSFER FUNDS
ENGINEERING	TRANS34	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	15,000	-	240	24060240	91360	TRANSFER FUNDS
ENGINEERING	TRANS35	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	-	26,685	360	3602494	59240	TRANSFER FUNDS
ENGINEERING	TRANS35	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	26,685	-	240	24060240	91360	TRANSFER FUNDS
ENGINEERING	TRANS36	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	-	10,000	360	3602677	59240	TRANSFER FUNDS
ENGINEERING	TRANS36	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	10,000	-	240	24060240	91360	TRANSFER FUNDS
ENGINEERING	TRANS37	TRANSFER FROM DRA GAMING FUND TO SANITARY SEWER CONST FUND	22,801	-	101	10110101	91710	TRANSFER FUNDS
ENGINEERING	TRANS37	TRANSFER FROM DRA GAMING FUND TO SANITARY SEWER CONST FUND	-	22,801	710	7101067	59101	TRANSFER FUNDS
ENGINEERING	TRANS38	TRANSFER FROM DRA DISTRIB FUND TO SANITARY SEWER CONST FUND	-	1,876	710	7101067	59102	TRANSFER FUNDS
ENGINEERING	TRANS38	TRANSFER FROM DRA DISTRIB FUND TO SANITARY SEWER CONST FUND	1,876	-	102	10210102	91710	TRANSFER FUNDS
ENGINEERING	TRANS39	TRANSFER FROM N CASCADE HOUSING TIF TO GENERAL CONST FUND	-	50,000	720	7202769	59215	TRANSFER FUNDS
ENGINEERING	TRANS39	TRANSFER FROM N CASCADE HOUSING TIF TO GENERAL CONST FUND	50,000	-	215	21560215	91720	TRANSFER FUNDS
PARKS	TRANS4	TRANSFER FROM BOND PROCEEDS FUND TO GENERAL CONST FUND	33,000	-	440	44010440	91360	TRANSFER FUNDS
PARKS	TRANS4	TRANSFER FROM BOND PROCEEDS FUND TO GENERAL CONST FUND	-	33,000	360	3601742	59440	TRANSFER FUNDS
BUILDING SERVICES	TRANS40	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	100,000	-	240	24060240	91360	TRANSFER FUNDS
BUILDING SERVICES	TRANS40	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	-	100,000	360	3602802	59240	TRANSFER FUNDS
ECONOMIC DEVELOPMENT	TRANS41	TRANSFER FROM DICW TIF FUND TO GENERAL CONST FUND	100,000	-	210	21060210	91360	TRANSFER FUNDS
ECONOMIC DEVELOPMENT	TRANS41	TRANSFER FROM DICW TIF FUND TO GENERAL CONST FUND	-	100,000	360	3601056	69210	TRANSFER FUNDS
ECONOMIC DEVELOPMENT	TRANS42	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	50,000	-	240	24060240	91360	TRANSFER FUNDS
ECONOMIC DEVELOPMENT	TRANS42	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	-	50,000	360	3602081	59240	TRANSFER FUNDS
ECONOMIC DEVELOPMENT	TRANS43	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	211,850	-	240	24060240	91360	TRANSFER FUNDS
ECONOMIC DEVELOPMENT	TRANS43	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	-	211,850	360	3602438	59240	TRANSFER FUNDS
ECONOMIC DEVELOPMENT	TRANS44	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	89,907	-	240	24060240	91360	TRANSFER FUNDS

ECONOMIC DEVELOPMENT	TRANS44	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	-	89,907	360	3602561	59240	TRANSFER FUNDS
ECONOMIC DEVELOPMENT	TRANS45	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	70,774	-	240	24060240	91360	TRANSFER FUNDS
ECONOMIC DEVELOPMENT	TRANS45	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	-	70,774	360	3602679	59240	TRANSFER FUNDS
HOUSING & COMMUNITY DEV	TRANS46	TRANSFER FROM N CASCADE HOUSING TIF TO GENERAL CONST FUND	-	69,795	360	3601595	59215	TRANSFER FUNDS
HOUSING & COMMUNITY DEV	TRANS46	TRANSFER FROM N CASCADE HOUSING TIF TO GENERAL CONST FUND	69,795	-	215	21560215	91360	TRANSFER FUNDS
HOUSING & COMMUNITY DEV	TRANS47	TRANSFER FROM ENGLISH RIDGE TIF FUND TO GENERAL CONST FUND	-	363,585	360	3601595	59216	TRANSFER FUNDS
HOUSING & COMMUNITY DEV	TRANS47	TRANSFER FROM ENGLISH RIDGE TIF FUND TO GENERAL CONST FUND	363,585	-	216	21660216	91360	TRANSFER FUNDS
HOUSING & COMMUNITY DEV	TRANS48	TRANSFER FROM S POINTE TIF FUND TO GENERAL CONST FUND	-	10,800	360	3601595	59217	TRANSFER FUNDS
HOUSING & COMMUNITY DEV	TRANS48	TRANSFER FROM S POINTE TIF FUND TO GENERAL CONST FUND	10,800	-	217	21760217	91360	TRANSFER FUNDS
HOUSING & COMMUNITY DEV	TRANS49	TRANSFER FROM RUSTIC POINT TIF FUND TO GENERAL CONST FUND	-	1,924	360	3601595	59218	TRANSFER FUNDS
HOUSING & COMMUNITY DEV	TRANS49	TRANSFER FROM RUSTIC POINT TIF FUND TO GENERAL CONST FUND	1,924	-	218	21860218	91360	TRANSFER FUNDS
PARKS	TRANS5	TRANSFER FROM DRA DISTRIB FUND TO SALES TAX CONST FUND	6,500	-	102	10210102	91350	TRANSFER FUNDS
PARKS	TRANS5	TRANSFER FROM DRA DISTRIB FUND TO SALES TAX CONST FUND	-	6,500	350	3502288	59102	TRANSFER FUNDS
CITY MANAGER'S OFFICE	TRANS50	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	-	100,000	360	3602807	59240	TRANSFER FUNDS
CITY MANAGER'S OFFICE	TRANS50	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	100,000	-	240	24060240	91360	TRANSFER FUNDS
PARKS	TRANS6	TRANSFER FROM GENERAL CONST FUND TO DRA DISTRIBUTION FUND	200,665	-	360	36010360	91102	TRANSFER FUNDS
PARKS	TRANS6	TRANSFER FROM GENERAL CONST FUND TO DRA DISTRIBUTION FUND	-	200,665	102	1022292	59360	TRANSFER FUNDS
PARKS	TRANS7	TRANSFER FROM DICW TIF FUND TO GENERAL CONST FUND	15,000	-	210	21060210	91360	TRANSFER FUNDS
PARKS	TRANS7	TRANSFER FROM DICW TIF FUND TO GENERAL CONST FUND	-	15,000	360	3602645	59210	TRANSFER FUNDS
PARKS	TRANS8	TRANSFER FROM ENGLISH RIDGE TIF FUND TO GENERAL CONST FUND	86,534	-	216	21660216	91360	TRANSFER FUNDS
PARKS	TRANS8	TRANSFER FROM ENGLISH RIDGE TIF FUND TO GENERAL CONST FUND	-	86,534	360	3602738	59216	TRANSFER FUNDS
PARKS	TRANS9	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	90,000	-	240	24060240	91360	TRANSFER FUNDS
PARKS	TRANS9	TRANSFER FROM GDTIF FUND TO GENERAL CONSTRUCTION FUND	-	90,000	360	3602739	59240	TRANSFER FUNDS
TOTAL TRANSFERS			4,909,751	4,909,751				
			49,089,986	88,276,599				
ENCUMBRANCE C/O'S			36,879,509					
TOTAL AMEND #1 WITH ENC, C/O'S AND NEW			85,969,495	88,276,599				

STATE OF IOWA
DUBUQUE COUNTY

SS:

CERTIFICATE OF PUBLICATION

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

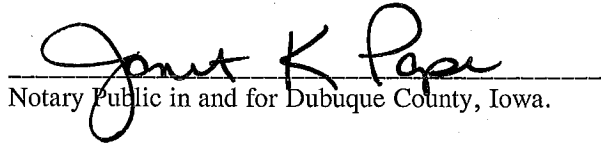
09/09/2020

and for which the charge is 125.28



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

this 9th day of September, 2020


Notary Public in and for Dubuque County, Iowa.



**NOTICE OF PUBLIC HEARING
AMENDMENT OF FY2020-2021 CITY BUDGET**

Form 653.C1

The City Council of Dubuque In DUBUQUE County, Iowa
will meet:

virtually by computer, tablet or smartphone:
<https://global.gotomeeting.com/join/247515469>. You can also dial in using
your phone. (For supported devices, tap a one-touch number below to join
instantly.) United States (Toll Free): 1 866 899 4679 - One-touch:
tel: +1 866 899 4679, 247515469# - United States: +1 (571) 317-3116 - One-
touch: tel: +1 571 317 3116, 247515469# - Access Code: 247-515-469. If you
are new to GoToMeeting, please visit:
<https://global.gotomeeting.com/install/732084405>

at 6:30 p.m. on 9/21/2020
(hour) (Date)

for the purpose of amending the current budget of the city for the fiscal year ending June 30, 2021
(year)

by changing estimates of revenue and expenditure appropriations in the following programs for the reasons
given. Additional detail is available at the city clerk's office showing revenues and expenditures by fund type
and by activity.

		Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources				
Taxes Levied on Property	1	25,460,125	0	25,460,125
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	25,460,125	0	25,460,125
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	12,012,920	0	12,012,920
Other City Taxes	6	19,082,662	0	19,082,662
Licenses & Permits	7	2,050,744	114,701	2,165,445
Use of Money and Property	8	15,630,983	0	15,630,983
Intergovernmental	9	43,327,569	61,466,155	104,793,724
Charges for Services	10	46,803,119	235,030	47,038,149
Special Assessments	11	360,000	0	360,000
Miscellaneous	12	8,670,253	3,345,862	12,016,115
Other Financing Sources	13	15,886,613	18,675,180	34,561,793
Transfers In	14	38,532,618	4,909,751	43,442,369
Total Revenues and Other Sources	15	227,317,606	88,276,599	315,594,205
Expenditures & Other Financing Uses				
Public Safety	16	30,957,805	853,424	31,811,229
Public Works	17	13,839,242	1,256,739	15,095,981
Health and Social Services	18	1,020,271	154,914	1,175,185
Culture and Recreation	19	13,212,220	955,183	14,167,403
Community and Economic Development	20	14,568,903	356,858	14,925,761
General Government	21	10,593,735	479,806	11,073,541
Debt Service	22	10,984,416	500	10,984,916
Capital Projects	23	41,074,054	46,710,092	87,784,146
Total Government Activities Expenditures	24	136,250,548	50,767,516	187,018,062
Business Type / Enterprises	25	61,896,519	30,292,228	92,188,747
Total Gov Activities & Business Expenditures	26	198,147,065	81,059,744	279,206,909
Transfers Out	27	38,532,618	4,909,751	43,442,369
Total Expenditures/Transfers Out	28	236,679,683	85,969,495	322,649,278
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out for Fiscal Year	29	-9,362,177	2,307,104	-7,055,073
Beginning Fund Balance July 1	30	68,889,139	0	68,889,139
Ending Fund Balance June 30	31	59,526,962	2,907,104	61,834,066

Explanation of increases or decreases in revenue estimates, appropriations, or available cash:

This amendment adds capital budget carryovers of \$44,333,739 & associated revenue of \$70,302,122 & encumbrance carryovers of \$36,679,509 (continuing appropriation authority). Adds operating budget carryovers of \$1,982,559 & associated revenue of \$4,851,518, requiring a formal amendment. Also included is \$2,104,834 decrease in capital expense. Capital revenue increase of \$8,068,088. Operating expense decrease of \$1,229 and operating revenue increase of \$145,120. Interfund transfers of \$4,909,751.

There will be no increase in tax levies to be paid in the current fiscal year named above. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget. This will provide for a balanced budget.

Jennifer Larson, Director of Finance
City Clerk/Finance Officer

adno=178727

City of Dubuque City Council Meeting

Action Items # 1.

ITEM TITLE: Proposed Amendment to City Ordinance for Emergency Escape & Rescue Openings

SUMMARY: City Manager recommending approval of amendments to the City of Dubuque Code of Ordinances - Building Code for emergency escape and rescue openings.

Staff will show a brief video presentation.

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

ORDINANCE Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article B Residential Code, Sections 14-1B-1 International Residential Code Adopted and 14-1B-2 International Residential Code Amendments

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

SUGGESTED DISPOSITION: **ORDINANCE** Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1, Building Code Receive and File; Final Adoption of Ordinance(s), Video PresentationSuggested Disposition:

ATTACHMENTS:

Description	Type
Proposed Building Code Amendments for Emergency Escape and Rescue Openings – Final Reading-MVM Memo	City Manager Memo
Staff Memo - Amended	Staff Memo
Ordinance Amending Article A - New	Ordinance
Ordinance Amending Article B - New	Ordinance
Ordinance Amending Article J - New	Ordinance

Ordinance Amending Article K - New
Petition
Suggested Motion Wording

Ordinance
Supporting Documentation
Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proposed Building Code Amendments for Emergency Escape and Rescue Openings – Final Reading

DATE: September 16, 2020

Housing and Community Development Director Alexis Steger is recommending that the Emergency Escape and Rescue Opening ordinance be adopted on the third reading with some amendments and with a commitment to pursue a financial assistance program for low income residents that might be impacted either as home owners or renters.

On August 27, 2020 City Leadership and the Dubuque Area Landlord Association Leadership met at a regularly scheduled meeting. The proposed changes to the ordinances were discussed at length, and it was determined that another meeting with the Dubuque Area Landlords Association Leadership would be held prior to the third reading of the ordinance.

On September 9, 2020 an additional meeting was held with the Dubuque Area Landlords Association Leadership and a couple additional landlords that wanted to contribute to the conversation about Emergency Escape and Rescue Opening proposed changes. At this meeting the landlords expressed concern about having a minimum window opening requirement and the solution for a maximum window height. Unfortunately, we were not able to arrive at a compromise satisfactory to the Landlord Association. Modifications to the ordinance are still being recommended. While financial assistance was not discussed at these meetings, staff has developed a recommendation for assistance to be considered by the Community Development Block Grant Advisory Commission.

The International Codes adopted by the City Council are extensively tested and approved by industry experts. A 20 x 24-inch opening was tested and approved for a fire fighter in gear to be able to assist in a rescue, as well as providing a proper opening for escape of a layperson as early as 1967 in the Uniform Building Code.

Following the September 9, 2020 meeting with landlords, the Building Code Officials performed simulations of escape on three different sized windows, two that do not meet the 20 x 24 minimum requirement for an opening and one that does. The simulations were each completed with an average sized 8-year old female, an average sized adult male and a fire fighter in full gear. Footage from these simulations is being provided to City Council on September 21, 2020.

The simulations showed that not having a minimum requirement allows very small windows that are unusable in an escape to continue to be replaced as an unusable window; therefore, compromising safety of Dubuque residents. Additionally, the simulations show that only meeting the width or the height minimums causes additional safety issues and hazards.

After these simulations and research, the Building Code Officials are not proposing any changes to the minimum opening requirements proposed for Emergency Escape and Rescue Openings (EERO).

However, there is a period in the City of Dubuque's recent history that City Building Codes were in direct conflict with each other through interpretations used. Starting with the adoption of the 2016 International Property Maintenance Codes, effective April 11th, 2016, the conflict in codes began. Due to this discrepancy, and landlord input, language in the proposed ordinance was updated to exempt windows properly permitted for replacement between April 11th, 2016 and the effective date of the proposed ordinance change from the minimum measurement requirements.

When looking at this year of inspections and window replacements that were required in rental units that didn't meet the required EERO minimums, 12-18 windows were identified through inspection. We expect this number to increase slightly as more inspections per year are completed with a full complement of inspectors; however, the number of windows that don't meet the minimum EERO measurements being proposed throughout the city is unknown. Older homes built in the 1800's to 1940's generally have large window openings and meet the minimum requirements being proposed. The homes built in 1950's through early 1960's appear to have smaller openings, and when windows are replaced with double hung windows, they are not meeting the minimum requirements being proposed.

It is anticipated that annually 20-25 windows will need to be replaced in rental units, based on an increase in inspections with a full inspection staff compliment. However; this number will vary each year due to the unknown nature and age of the units selected for inspection each year.

The Housing & Community Development Department will be requesting the Community Development Advisory Commission (CDAC) to develop a program to assist with these window replacements through Community Development Block Grant Funding. The program being proposed would help low-moderate income homeowners by covering the full cost of replacement. Landlords would also be able to receive assistance for the

purchase of the window if they rent to low-moderate income persons. The average cost of a window is currently \$400, with some wood windows being slightly more expensive due to COVID-19 lumber pricing, and vinyl windows are slightly less expensive.

Assuming the same number of homeowners will need assistance with window replacements as landlords, the requested amount to allocate for this program is \$20,000 to replace approximately 50 windows per year. The CDAC currently has unallocated funds for this program and will consider the staff recommendation for funding this program on October 20, 2020.

Additional concerns were raised by landlords about alternative ways to meet the 44-inch windowsill requirement, specifically by building a platform that meets certain specification. Landlords were worried about small bedrooms and needing to place furniture on walls with windows used as Emergency Escape and Rescue Openings. There is always new technology and creative ideas that can be great alternatives to the platform that the current code provides; therefore, staff agrees with the landlords and added language to allow other approved methods/devices to be used in lieu of the platform.

I concur with the recommendation and respectfully request Mayor and City Council adoption of the proposed Ordinances to update City Building Code on Emergency Escape and Rescue Openings to create a more cohesive and usable code.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodmann, Assistant City Manager
Cori Burbach, Assistant City Manager
Alexis Steger, Housing & Community Development Director
Mark Burkle, Fire Marshall



TO: Michael C. Van Milligen, City Manager

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

DATE: September 15, 2020

RE: Proposed Building Code Amendments for Emergency Escape and Rescue Openings – Final Reading

BACKGROUND

The City of Dubuque adopts the International Code Council Building Codes to ensure the safety of structures in the City. These codes provide minimum requirements for safety and are intended to be modified as needed for specific local conditions that are unique to a municipality.

On September 5, 2019 the City Council adopted the 2018 International Codes.

On August 17, 2020 the City Council completed the First Reading of a proposed ordinance change to Building Codes pertaining to Emergency Escape and Rescue Openings.

On September 8, 2020 City Council completed the Second Reading of the proposed Ordinance Changes.

On September 21, 2020 the City Council will consider the final reading for the adoption of the Ordinance. This memo transmits the information for the final reading.

DISCUSSION

On August 27, 2020 City Leadership and the Dubuque Area Landlord Association Leadership met at a regularly scheduled meeting. The proposed changes to the ordinances were discussed at length, and it was determined that another meeting with the Dubuque Area Landlords Association Leadership would be held prior to the third reading of the ordinance.

On September 9, 2020 an additional meeting was held with the Dubuque Area Landlords Association Leadership and a couple additional landlords that wanted to contribute to the conversation about Emergency Escape and Rescue Opening proposed changes.

At this meeting the landlords expressed concern about having a minimum window opening requirement. An alternative option presented was the use of a secondary exit in the house. Tom Smith expressed that this secondary exit in a house used to be a State approved secondary means of egress.

This option is not being presented to City Council. The option of running through fire to an exit that might have a few less feet of flame, can cause severe/debilitating injury or death. The cost to replace a window to be used as an Emergency Escape and Rescue Opening is not so great as to sacrifice a residents' life in the event of a fire.

The International Codes adopted by the City Council are extensively tested and approved by industry experts. A 20 x 24-inch opening was tested and approved for a fire fighter in gear to be able to assist in a rescue, as well as providing a proper opening for escape of a layperson as early as 1967 in the Uniform Building Code.

Following the September 9, 2020 meeting with landlords, the Building Code Officials performed simulations of escape on three different sized windows, two that do not meet the 20 x 24 minimum requirement for an opening and one that does. The simulations were each completed with an average sized 8-year old female, an average sized adult male and a fire fighter in full gear. Footage from these simulations is being provided to City Council on September 21, 2020.

The simulations showed that not having a minimum requirement allows very small windows that are unusable in an escape to continue to be replaced as an unusable window; therefore, compromising safety of Dubuque residents. Additionally, the simulations show that only meeting the width or the height minimums causes additional safety issues and hazards.

After these simulations and research, the Building Code Officials are not proposing any changes to the minimum opening requirements proposed for Emergency Escape and Rescue Openings (EERO).

However, there is a period in the City of Dubuque's recent history that City Building Codes were in direct conflict with each other through interpretations used. Starting with the adoption of the 2016 International Property Maintenance Codes, effective April 11th, 2016, the conflict in codes began. Due to this discrepancy, and landlord input, language in the proposed ordinance was updated to exempt windows properly permitted for replacement between April 11th, 2016 and the effective date of the proposed ordinance change from the minimum measurement requirements.

When looking at this year of inspections and window replacements that were required in rental units that didn't meet the required EERO minimums, 12-18 windows were identified through inspection. We expect this number to increase

slightly as more inspections per year are completed with a full complement of inspectors; however, the number of windows that don't meet the minimum EERO measurements being proposed throughout the city is unknown. Older homes built in the 1800's to 1940's generally have large window openings and meet the minimum requirements being proposed. The homes built in 1950's through early 1960's appear to have smaller openings, and when windows are replaced with double hung windows, they are not meeting the minimum requirements being proposed.

It is anticipated that annually 20-25 windows will need to be replaced in rental units, based on an increase in inspections with a full inspection staff compliment. However; this number will vary each year due to the unknown nature and age of the units selected for inspection each year.

The Housing & Community Development Department will be requesting the Community Development Advisory Commission (CDAC) to develop a program to assist with these window replacements through Community Development Block Grant Funding. The program being proposed would help low-moderate income homeowners by covering the full cost of replacement. Landlords would also be able to receive assistance for the purchase of the window if they rent to low-moderate income persons. The average cost of a window is currently \$400, with some wood windows being slightly more expensive due to COVID-19 lumber pricing, and vinyl windows are slightly less expensive.

Assuming the same number of homeowners will need assistance with window replacements as landlords, the requested amount to allocate for this program is \$20,000 to replace approximately 50 windows per year. The CDAC currently has unallocated funds for this program and will consider the staff recommendation for funding this program on October 20, 2020.

Additional concerns were raised by landlords about alternative ways to meet the 44-inch windowsill requirement, specifically by building a platform that meets certain specification. Landlords were worried about small bedrooms and needing to place furniture on walls with windows used as Emergency Escape and Rescue Openings. There is always new technology and creative ideas that can be great alternatives to the platform that the current code provides; therefore, staff agrees with the landlords and added language to allow other approved methods/devices to be used in lieu of the platform.

RECOMMENDATION

I respectfully request City Council adopt the proposed Ordinances to update City Building Code on Emergency Escape and Rescue Openings to create a more cohesive and usable code.

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager/Acting Building Services Manager
Mark Burkle, Fire Marshall

ORDINANCE NO. _____ - 20

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES, ARTICLE A BUILDING CODE AND REGULATIONS, SECTIONS 14-1A-1 INTERNATIONAL BUILDING CODE ADOPTED AND 14-1A-2 INTERNATIONAL BUILDING CODE AMENDMENTS

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

Section 1. Section 14-1A-2 of the City of Dubuque Code of Ordinances is amended to read as follows:

14-1A-2: INTERNATIONAL BUILDING CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the international building code, 2018 edition, adopted in section 14-1A-1 of this article to read as follows:

. . . .

Section 1030.2 Minimum size. Amended to read:

Sec. 1030.2 Minimum size.

Emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet.

Exception: The minimum net clear opening for grade-floor emergency escape and rescue openings shall be 5 square feet.

Exception: Replacement windows installed in buildings meeting the scope of this code shall be exempt from the minimum size requirements of this section, provided that the replacement window meets the following conditions:

1. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window shall be of a style that provides for the greatest net clear window opening area in the existing frame or existing rough opening, but will have a minimum net clear openable width of 20 inches, a minimum net clear openable height of 24 inches, and a minimum net clear opening of 4.0 square feet.

2. The replacement window is not part of a change of occupancy or use.

....

Section 1030.3. Maximum height from floor. Amended to read:

Sec. 1030.3. Maximum height from floor.

Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 44 inches (1118 mm) measured from the floor. An existing finished sill height may exceed 44 inches (1118 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the finished sill height shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 24 inches (610 mm) and shall be at least as wide as the clear openable width of the window, or another approved method/platform.
- b. The emergency escape or rescue window shall comply with section 1030.2.

....

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 21st day of September, 2020.

Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl, City Clerk

EFFECT OF AMENDMENT

14-1A-2: INTERNATIONAL BUILDING CODE AMENDMENTS:

Sec. 1030.2 Minimum size.

Emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet.

Exception: The minimum net clear opening for grade-floor emergency escape and rescue openings shall be 5 square feet.

Exception: Replacement windows installed in buildings meeting the scope of this code shall be exempt from the minimum size requirements of this section, provided that the replacement window meets the following conditions:

1. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window shall be of a style that provides for the greatest net clear window opening area in the existing frame or existing rough opening, but will have a minimum net clear openable width of 20 inches, a minimum net clear openable height of 24 inches, and a minimum net clear opening of 4.0 square feet.
2. The replacement window is not part of a change of occupancy or use.

....

Sec. 1030.3. Maximum height from floor.

Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 44 inches (1118 mm) measured from the floor. An existing finished sill height may exceed 44 inches (1118 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the finished sill height shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 24 inches (610 mm) and shall be at least as wide as the clear openable width of the window, or another approved method/platform.
- b. The emergency escape or rescue window shall comply with section 1030.2.

....

ORDINANCE NO. _____ - 20

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES, ARTICLE B RESIDENTIAL CODE, SECTIONS 14-1B-1 INTERNATIONAL RESIDENTIAL CODE ADOPTED AND 14-1B-2 INTERNATIONAL RESIDENTIAL CODE AMENDMENTS

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

Section 1. Section 14-1B-2 of the City of Dubuque Code of Ordinances is amended to read as follows:

14-1B-2: INTERNATIONAL RESIDENTIAL CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the international residential code, 2018 edition, adopted in section 14-1B-1 of this article to read as follows:

....

Section 310.1. Emergency escape and rescue opening required. Amended to Read:

Sec. 310.1. Emergency escape and rescue opening required. Basements, habitable attics, and every sleeping room shall have at least one (1) operable emergency escape and rescue opening. Where basements contain one or more sleeping rooms, emergency egress and rescue openings shall be required in each sleeping room. Where emergency escape and rescue openings are provided they shall have a sill height of not more than 44 inches (1118 mm) above the floor. The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. Emergency escape and rescue openings with a finished sill height below the adjacent ground elevation shall be provided with a window well in accordance with section R310.3.2. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court that opens to a public way.

Exceptions:

1. Basements used only to house mechanical equipment and not exceeding total floor area of 200 square feet (18.58 m²).
2. Basements without bedrooms that provide a second stairway that terminates in a room separate from the first stairway.
3. An existing finished sill height may exceed 44 inches (1118 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the finished sill height shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 24 inches (610 mm) and shall be at least as wide as the clear openable width of the window, or another approved method/platform.
- b. The escape or rescue window shall comply with section R310.2.
- c. The building is equipped with smoke alarms installed in accordance with section R314.

....

Section 310.2.5 Replacement Windows. Amended to read:

Section R310.2.5 Replacement windows. Replacement windows installed in buildings meeting the scope of this code shall be exempt from the maximum sill height requirements of Section R310.2.2 and the requirements of Section R310.2.1, provided that the replacement window meets the following conditions:

1. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window shall be of a style that provides for the greatest net clear window opening area in the existing frame or existing rough opening, but will have a minimum net clear openable width of 20 inches, a minimum net clear openable height of 24 inches, and a minimum net clear opening of 4.0 square feet.
2. The replacement window is not part of a change of occupancy or use.

....

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 21st day of September, 2020.

Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl, City Clerk

EFFECT OF AMENDMENT

Sec. R310.1. Emergency escape and rescue opening required. Basements, habitable attics, and every sleeping room shall have at least one (1) operable emergency escape and rescue opening. Where basements contain one or more sleeping rooms, emergency egress and rescue openings shall be required in each sleeping room. Where emergency escape and rescue openings are provided they shall have a sill height of not more than 44 inches (1118 mm) above the floor. The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. Emergency escape and rescue openings with a finished sill height below the adjacent ground elevation shall be provided with a window well in accordance with section R310.3.2. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court that opens to a public way.

Exceptions:

1. Basements used only to house mechanical equipment and not exceeding total floor area of 200 square feet (18.58 m²).
2. Basements without bedrooms that provide a second stairway that terminates in a room separate from the first stairway.
3. An existing finished sill height may exceed 44 inches (1118 mm) above the floor if the following conditions are met:
 - a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the finished sill height shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 24 inches (610 mm) and shall be at least as wide as the clear openable width of the window, or another approved method/platform.
 - b. The escape or rescue window shall comply with section R310.2.
 - c. The building is equipped with smoke alarms installed in accordance with section R314.

....

Section R310.2.5 Replacement windows. Replacement windows installed in buildings meeting the scope of this code shall be exempt from the maximum sill height requirements of Section R310.2.2 and the requirements of Section R310.2.1, provided that the replacement window meets the following conditions:

1. The replacement window is the manufacturer's largest size window that will fit within the existing frame or existing rough opening. The replacement window shall be of a style that provides for the greatest net clear window opening area in the existing frame or existing rough opening, but will have a minimum net clear openable width of 20 inches, a minimum net clear openable height of 24 inches, and a minimum net clear opening of 4.0 square feet..
2. The replacement window is not part of a change of occupancy or use.

.....

ORDINANCE NO. _____ - 20

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES, ARTICLE J PROPERTY MAINTENANCE CODE, SECTION 14-1J-2 INTERNATIONAL PROPERTY MAINTENANCE CODE AMENDMENTS

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

Section 1. Section 14-1J-2 of the City of Dubuque Code of Ordinances is amended to read as follows:

14-1J-2: INTERNATIONAL PROPERTY MAINTENANCE CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the international property maintenance code, 2018 edition, adopted in section 14-1J-1 of this article to read as follows:

. . . .

Section 702.4. Emergency escape openings. Amended to read:

702.4. Emergency escape openings. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys, tools or special knowledge. Bars, grilles, grates or similar devices shall be permitted to be placed over emergency escape and rescue openings provided that the minimum net clear openable area is met and such devices shall be releasable or removable from the inside without the use of a key, tool, special knowledge, or force greater than that which is required for normal operation of the escape and rescue opening.

Where required, existing emergency escape and rescue openings shall have a minimum net clear opening of 4.0 square feet. The minimum net clear opening height dimension shall not be less than 24 inches. The minimum net clear opening width shall not be less than 20 inches. The net clear opening dimensions shall be the result of normal operation of the opening. Exception:

Window replacements permitted between April 11, 2016 and the effective date of this ordinance that serve as the required emergency escape and rescue opening will be allowed to remain as long as they meet the following requirements:

- a. Window was permitted as required by the City of Dubuque
- b. Window was approved as code compliant as documented by the City of Dubuque.

When windows are provided as the emergency escape and rescue opening they shall have a finished sill height not more than 44 inches above the floor. An existing finished sill height may exceed 44 inches (1118 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the finished sill height shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 24 inches (610 mm) and shall be at least as wide as the clear openable width of the window, or another approved method/platform.
- b. The emergency escape or rescue window shall comply with International Residential Code Section R310.2.
- c. The building is equipped with smoke alarms installed in accordance with International Residential Code Section R314.

....

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 21st day of September, 2020.

Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl, City Clerk

EFFECT OF AMENDMENT

Section 702.4 Emergency escape openings. Amended to read:

Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys, tools, or special knowledge. Bars, grilles, grates or similar devices shall be permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size is met and such devices shall be releasable or removable from the inside without the use of a key, tool, special knowledge, or force greater than that which is required for normal operation of the escape and rescue opening.

Where required, existing emergency escape and rescue openings shall have a minimum net clear opening of 4.0 square feet. The minimum net clear opening height dimension shall not be less than 24 inches. The minimum net clear opening width shall not be less than 20 inches. The net clear opening dimensions shall be the result of normal operation of the opening.

Where required, existing emergency escape and rescue openings shall have a minimum net clear opening of 4.0 square feet. The minimum net clear opening height dimension shall not be less than 24 inches. The minimum net clear opening width shall not be less than 20 inches. The net clear opening dimensions shall be the result of normal operation of the opening. Exception:

Window replacements permitted between April 11, 2016 and the effective date of this ordinance that serve as the required emergency escape and rescue opening will be allowed to remain as long as they meet the following requirements:

- a. Window was permitted as required by the City of Dubuque
- b. Window was approved as code compliant as documented by the City of Dubuque.

When windows are provided as the emergency escape and rescue opening they shall have a finished sill height not more than 44 inches above the floor. An existing finished sill height may exceed 44 inches (1118 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the finished sill height shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 24 inches (610 mm) and shall be at least as wide as the clear openable width of the window, or another approved method/platform.
- b. The emergency escape or rescue window shall comply with International Residential Code Section R310.2.

The building is equipped with smoke alarms installed in accordance with International Residential Code Section R314.. . .

ORDINANCE NO. _____ - 20

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES

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

Section 1. Section 14-1K-2 of the City of Dubuque Code of Ordinances is amended to read as follows:

14-1K-2: INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the international existing building code, 2018 edition, adopted in section 14-1K-1 of this article to read as follows:

. . . .

Section 505.3 Replacement window emergency escape and rescue opening. Amended to read:

Section 505.3 Replacement window emergency escape and rescue opening.

Where windows are required to provide emergency escape and rescue openings in Group R-2 and R-3 occupancies and one- and two-family dwellings and townhouses regulated by the International Residential Code, replacement windows shall be exempt from the requirements of Sections 1030.2, 1030.3 and 1030.4 of the International Building Code and Sections R310.2.1, R310.2.2 and R310.2.3 of the International Residential Code, provided that the replacement window meets the following conditions:

1. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window shall be of a style that provides for the greatest net clear window opening area in the existing frame or existing rough opening, but will have a minimum net clear openable width of 20 inches, a minimum net clear openable height of 24 inches, and a minimum net clear opening of 4.0 square feet.
2. The replacement of the window is not part of a change in occupancy or use.

. . . .

Section 505.4 Emergency escape and rescue openings. Amended to read:

Section 505.4 Emergency escape and rescue openings.

Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys, tools or special knowledge. Bars, grilles, grates or similar devices shall be permitted to be placed over emergency escape and rescue openings provided that the minimum net clear openable area is met and such devices shall be releasable or removable from the inside without the use of a key, tool, special knowledge, or force greater than that which is required for normal operation of the escape and rescue opening.

Where required, existing emergency escape and rescue openings shall have a minimum net clear opening of 4.0 square feet. The minimum net clear opening height dimension shall not be less than 24 inches. The minimum net clear opening width shall not be less than 20 inches. The net clear opening dimensions shall be the result of normal operation of the opening. Exception:

Window replacements permitted between April 11, 2016 and the effective date of this ordinance that serve as the required emergency escape and rescue opening will be allowed to remain as long as they meet the following requirements:

- a. Window was permitted as required by the City of Dubuque
- b. Window was approved as code compliant as documented by the City of Dubuque.

When windows are provided as the emergency escape and rescue opening they shall have a finished sill height not more than 44 inches above the floor. An existing finished sill height may exceed 44 inches (1118 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the finished sill height shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 24 inches (610 mm) and shall be at least as wide as the clear openable width of the window, or another approved method/platform.
- b. The emergency escape or rescue window shall comply with International Residential Code Section R310.2.
- c. The building is equipped with smoke alarms installed in accordance with International Residential Code Section R314.

Smoke alarms shall be installed in accordance with Section 907.2.10 of the International Building Code regardless of the valuation of the alteration

.
Section 702.5 Replacement window emergency escape and rescue opening. Amended to read:

Section 702.5 Replacement window emergency escape and rescue opening.

Where windows are required to provide emergency escape and rescue openings in Group R-2 and R-3 occupancies and one- and two-family dwellings and townhouses regulated by the International Residential Code, replacement windows shall be exempt from the requirements of Sections 1030.2, 1030.3 and 1030.4 of the International Building Code and Sections R310.2.1, R310.2.2 and R310.2.3 of the International Residential Code, provided that the replacement window meets the following conditions:

1. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window shall be of a style that provides for the greatest net clear window opening area in the existing frame or existing rough opening, but will have a minimum net clear openable width of 20 inches, a minimum net clear openable height of 24 inches, and a minimum net clear opening of 4.0 square feet.
2. The replacement of the window is not part of a change in occupancy or use.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 21st day of September, 2020.

Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl, City Clerk

EFFECT OF AMENDMENT

14-1K-2: INTERNATIONAL EXISTING BUILDING CODE AMENDMENTS:

Section 505.3 Replacement window emergency escape and rescue opening.

Where windows are required to provide emergency escape and rescue openings in Group R-2 and R-3 occupancies and one- and two-family dwellings and townhouses regulated by the International Residential Code, replacement windows shall be exempt from the requirements of Sections 1030.2, 1030.3 and 1030.4 of the International Building Code and Sections R310.2.1, R310.2.2 and R310.2.3 of the International Residential Code, provided that the replacement window meets the following conditions:

1. The replacement window is the manufacturer's largest size window that will fit within the existing frame or existing rough opening. The replacement window shall be of a style that provides for the greatest window opening area in the existing frame or existing rough opening, but will have a minimum net clear openable width of 20 inches, a minimum net clear openable height of 24 inches, and a minimum net clear opening of 4.0 square feet.
2. The replacement of the window is not part of a change in occupancy or use.

....

Section 505.4 Emergency escape and rescue openings.

Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys, tools, or special knowledge. Bars, grilles, grates or similar devices shall be permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening area is met and such devices shall be releasable or removable from the inside without the use of a key, tool, special knowledge or force greater than that which is required for normal operation of the escape and rescue opening..

Where required, all emergency escape and rescue openings shall have a minimum net clear opening of 4.0 square feet. The minimum net clear opening height dimension shall not be less than 24 inches. The minimum net clear opening width shall not be less than 20 inches. The net clear opening dimensions shall be the result of normal operation of the opening. Exception:

Window replacements permitted between April 11, 2016 and the effective date of this ordinance that serve as the required emergency escape and rescue opening will be allowed to remain as long as they meet the following requirements:

- a. Window was permitted as required by the City of Dubuque
- b. Window was approved as code compliant as documented by the City of Dubuque.

When windows are provided as the emergency escape and rescue opening they

shall have a finished sill height not more than 44 inches above the floor. An existing finished sill height may exceed 44 inches (1118 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the finished sill height shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 24 inches (610 mm) and shall be at least as wide as the clear openable width of the window, or another approved method/platform.
- b. The emergency escape or rescue window shall comply with International Residential Code Section R310.2.
- c. The building is equipped with smoke alarms installed in accordance with International Residential Code Section R314.

Smoke alarms shall be installed in accordance with Section 907.2.10 of the International Building Code regardless of the valuation of the alteration.

. . . .

Section 702.5 Replacement window emergency escape and rescue opening.

Where windows are required to provide emergency escape and rescue openings in Group R-2 and R-3 occupancies and one- and two-family dwellings and townhouses regulated by the International Residential Code, replacement windows shall be exempt from the requirements of Sections 1030.2, 1030.3 and 1030.4 of the International Building Code and Sections R310.2.1, R310.2.2 and R310.2.3 of the International Residential Code, provided that the replacement window meets the following conditions:












1. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame of existing rough opening. The replacement window shall be of a style that provides for the greatest window opening area in the existing frame of existing rough opening, but will have a minimum net clear openable width of 20 inches, a minimum net clear openable height of 24 inches, and a minimum net clear opening of 4.0 square feet.
2. The replacement of the window is not part of a change in occupancy or use.

702.4 Emergency Escape Openings Petition to Change






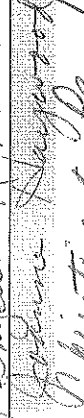





Petition Summary: Building codes must be equally enforced and universal for residential regardless if they are owner occupied or rental units. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction. Emergency escape and rescue openings are only subject to the code that was in effect at the time of construction rather than expecting all structures to retroactively meet the requirements of each new code.

Action Petitioned For: We the undersigned are concerned citizens who urge our leaders to act now to reestablish the clarification of code 702.4, and disallow homes and apartment buildings being penalized for the codes in effect at the time of construction.

Date	Signature	Printed Name	Address	Comment
7/14/2020	Ronald White	Ronald White	3197 Highland Park Dr	
7-14-2020	Lynn Lampe	Lynn Lampe	1898 FK Rd DR	
7-14-2020	Margie White	Margie White	3197 Highland Park Dr	
7/14/2020	Lynn Marie	Lynn Marie	10306 Timothy	
7/14/2020	Kevin Leite	Kevin Leite	7718 N Bedford Rd	

Date	Signature	Printed Name	Address	Comment		
6 7-14-20		Vicki Beechen	9655 Howard Blvd Brentwood			
7 7-14-20		Steve Bracken	10366 Timon Rd Dubuque			
8 7-14-20		Janet Marro	3455 Botosi, and	14 units in DBQ		
9 7-14-20		Michael Green	3740 Oak Park			
10 7-14-20		DAN Teply	3740 OAK PARK			
11 7-14-20		Ruth Teply	3740 OAK PARK			
12 7-14-20		Julie Beck Green	3045 Lemmon			
13 7-14-20		Jason Anderson	11222 High Ridge			
14 7-14-20		Doug Miller	826 Kelly Woods			
15 7-14-20		Lisa Miller	826 Kelly Heights			
16 7-14-20		Wendy Anderson	11222 High Ridge			

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Date	Signature	Printed Name	Address	Comment
7-14-20		Sue Leute	7718 N. Beyer Rd E. Dubuque IL 61025	This should be grandfathers in
7-14-20		SUZIE CRONK	782 Caledonia Place	
7-14-20		Pamela Heiderschmidt RICHARD LOTZ	5648 Ballylin 1844 BENNETT	Dubuque IA 52002 Dubuque IA 52001
7-14-20		James W. McClain	255 Bradley St.	Dubuque Iowa
7/14/2020		Janet Schmitt	11898 JFK Rd 754 W. 8th	Dubuque IA Dubuque, Ia
7-14-2020		Phyllis Remake	1695 Drexel Ave	Dubuque, IA
7-14-2020		Joanne Hayward	2907 Kavena Ct	Dubuque, Ia
7-14-20		Christine E. Fesch	2333 Whittail Dr. 946 Swanton Rd	Dubuque, IA 52002 DSQ 52003
7-14-20		Goepp Thewinkel	946 Swanton Rd	DSQ 52003
7-14-20		Connie Herber	946 Swanton Rd	DSQ 52003
7-14-20		Diane McClain	509 S Pennsylvania	Dub 52002

30	7/13/20	<i>Scott Zepeski</i>	Printed Name	Address	Comment	
31	7/13/20	<i>Tyler Wagner</i>	Printed Name	Address	Comment	
32	7-15-20	<i>James R. Kutzell</i>	Printed Name	Address	Comment	
33	7/15/2020	<i>Lynn Stofren</i>	Printed Name	Address	Comment	
34	7/15/2020	<i>Roger Ohmert</i>	Printed Name	Address	Comment	
35	7/15/2020	<i>Richard Dague</i>	Printed Name	Address	Comment	
36	7/15/2020	<i>Carolyn K. Kutzell</i>	Printed Name	Address	Comment	
37	7/15/2020	<i>James Sullivan</i>	Printed Name	Address	Comment	
38	7-20-20	<i>James Sullivan</i>	Printed Name	Address	Comment	
39	7-20-20	<i>Aneta W. Mistek</i>	Printed Name	Address	Comment	
40	7-20-20	<i>James J. Mistek</i>	Printed Name	Address	Comment	
41	7-20-2020	<i>Virgil J. Blocker</i>	Printed Name	Address	Comment	
42	7-20-2020	<i>John J. Blocker</i>	Printed Name	Address	Comment	
43	7-20-2020	<i>Kathy Gull</i>	Printed Name	Address	Comment	
44	7-20-2020	<i>Cherie Gull</i>	Printed Name	Address	Comment	
45	7-20-2020	<i>Sandra Duffy</i>	Printed Name	Address	Comment	
46	7-20-2020	<i>Sandra Duffy</i>	Printed Name	Address	Comment	

Suggested Motion Wording for Ordinances - Motion B / Motion A

Motion B

I move to receive and file the communications and further move that the requirement that a proposed Ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which is to be finally passed be suspended.

Second & vote called; then:

Motion A

I move **final** consideration and passage of the Ordinance.

Second & vote called

If Motion B does not pass:

I move to receive and file the communications and I move first (or second) consideration of the Ordinance.

Upon third reading:

I move **final** consideration and passage of the Ordinance.

**City of Dubuque
City Council Meeting**

Action Items # 2.

ITEM TITLE: Proposed Amendment to City Ordinance for Emergency Escape & Rescue Openings - Fire Code Update

SUMMARY: City Manager recommending that City Council pass the proposed ordinance for the Fire Code on the first reading and waive the second and third reading to match the publication date of all other Building Code updates.

ORDINANCE Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article E Fire Code and Regulations, Section 14-1E-1 International Fire Code Adopted and 14-1E-2 International Fire Code Amendments

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

ATTACHMENTS:

Description	Type
Proposed Building Code Amendments for Emergency Escape and Rescue Openings – Fire Code Update-MVM Memo	City Manager Memo
Staff Memo	Staff Memo
Ordinance Amending Article E	Ordinance
Suggested Motion Wording	Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proposed Building Code Amendments for Emergency Escape and Rescue Openings – Fire Code Update

DATE: September 16, 2020

Housing and Community Development Director Alexis Steger is recommending a Fire Code Update related to the proposed Building Code Amendments for Emergency Escape and Rescue Openings ordinances.

On August 17, 2020, an action item was submitted for City Council consideration that proposes Ordinance Amendments to the City Building Code. Staff omitted an ordinance from that action item inadvertently. The proposed ordinance that was omitted would update the Fire Code to reflect the changes proposed across all City Code.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodman, Assistant City Manager
Cori Burbach, Assistant City Manager
Alexis Steger, Housing & Community Development Director
Mark Burkle, Fire Marshall



TO: Michael C. Van Milligen, City Manager

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

DATE: September 15, 2020

RE: Proposed Building Code Amendments for Emergency Escape and Rescue Openings – Fire Code Update

BACKGROUND

The City of Dubuque adopts the International Code Council Building Codes to ensure the safety of structures in the City. These codes provide minimum requirements for safety and are intended to be modified as needed for specific local conditions that are unique to a municipality.

On September 21, 2020 the City Council will consider passing ordinance amendments to the International Building Codes that deal with Emergency Escape and Rescue Openings. Staff omitted the Ordinance updating the Fire Code from that Action Item inadvertently. This memo transmits the proposed update to the Fire Code that matches the updates to the other building codes in that action item.

DISCUSSION

On August 17, 2020, an action item was submitted for City Council consideration that proposes Ordinance Amendments to the City Building Code. Staff omitted an ordinance from that action item inadvertently. The proposed ordinance that was omitted would update the Fire Code to reflect the changes proposed across all City Code.

To keep a cohesive and uniform publication date, the omitted proposed ordinance for the Fire Code is being present to City Council on September 21st, 2020. This coincides with the third reading of all other proposed code changes.

The proposed changes in the attached ordinance updating the Fire Code mirror the requirements for a 20-inch by 24-inch, and 4.0 square foot minimum net clear opening requirement and the option for a specific platform or another method/platform as an alternative to meeting the 44-inch windowsill maximum requirement being proposed in all four other ordinances being considered for third reading.

Therefore, staff recommends the City Council pass the proposed ordinance for the Fire Code on the first reading, and waive the second and third reading to match the publication date of all other Building Code updates.

RECOMMENDATION

I respectfully request City Council adopt the proposed Ordinances to update City Building Code on Emergency Escape and Rescue Openings to create a more cohesive and usable code.

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager/Acting Building Services Manager
Mark Burkle, Fire Marshall

ORDINANCE NO. _____ - 20

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES, ARTICLE E FIRE CODE AND REGULATIONS, SECTION 14-1E-1 INTERNATIONAL FIRE CODE ADOPTED AND 14-1E-2 INTERNATIONAL FIRE CODE AMENDMENTS

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

Section 1. Section 14-1E-2 of the City of Dubuque Code of Ordinances is amended to read as follows:

14-1E-2: INTERNATIONAL FIRE CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the international fire code, 2018 edition, adopted in section 14-1E-1 of this article to read as follows:

Section 1030.2 Minimum size. Amended to read:

Sec. 1030.2 Minimum size.

Emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet.

Exception: The minimum net clear opening for grade-floor emergency escape and rescue openings shall be 5 square feet.

Exception: Replacement windows installed in buildings meeting the scope of this code shall be exempt from the minimum size requirements of this section, provided that the replacement window meets the following conditions:

1. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window shall be of a style that provides for the greatest net clear window opening area in the existing frame or existing rough opening, but will have a minimum net clear openable width of 20 inches, a minimum net clear openable height of 24 inches, and a minimum net clear opening of 4.0 square feet.
2. Window replacements permitted between April 11, 2016 and the effective date of this ordinance that serve as the required emergency escape and rescue opening will be allowed to remain as long as they meet the following requirements:
 - a. Window was permitted as required by the City of Dubuque

b. Window was approved as code compliant as documented by the City of Dubuque.

3. The replacement window is not part of a change of occupancy or use.

....

Section 1030.3. Maximum height from floor. Amended to read:

Sec. 1030.3. Maximum height from floor.

Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 44 inches (1118 mm) measured from the floor. An existing finished sill height may exceed 44 inches (1118 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the finished sill height shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 24 inches (610 mm) and shall be at least as wide as the clear openable width of the window, or another approved method/platform.
- b. The emergency escape or rescue window shall comply with section 1030.2.

....

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 21st day of September, 2020.

Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl, City Clerk

EFFECT OF AMENDMENT

EFFECT OF AMENDMENT

14-1E-2: INTERNATIONAL FIRE CODE AMENDMENTS:

Sec. 1030.2 Minimum size.

Emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet.

Exception: The minimum net clear opening for grade-floor emergency escape and rescue openings shall be 5 square feet.

Exception: Replacement windows installed in buildings meeting the scope of this code shall be exempt from the minimum size requirements of this section, provided that the replacement window meets the following conditions:

1. The replacement window is the manufacturer's largest standard size window that will fit within the existing frame or existing rough opening. The replacement window shall be of a style that provides for the greatest net clear window opening area in the existing frame or existing rough opening, but will have a minimum net clear openable width of 20 inches, a minimum net clear openable height of 24 inches, and a minimum net clear opening of 4.0 square feet.
2. Window replacements permitted between April 11, 2016 and the effective date of this ordinance that serve as the required emergency escape and rescue opening will be allowed to remain as long as they meet the following requirements:
 - a. Window was permitted as required by the City of Dubuque
 - b. Window was approved as code compliant as documented by the City of Dubuque.
3. The replacement window is not part of a change of occupancy or use.

....

Sec. 1030.3. Maximum height from floor.

Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 44 inches (1118 mm) measured from the floor. An existing finished sill height may exceed 44 inches (1118 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20

inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the finished sill height shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 24 inches (610 mm) and shall be at least as wide as the clear openable width of the window, or another approved method/platform.

- b. The emergency escape or rescue window shall comply with section 1030.2.

Suggested Motion Wording for Ordinances - Motion B / Motion A

Motion B

I move to receive and file the communications and further move that the requirement that a proposed Ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which is to be finally passed be suspended.

Second & vote called; then:

Motion A

I move **final** consideration and passage of the Ordinance.

Second & vote called

If Motion B does not pass:

I move to receive and file the communications and I move first (or second) consideration of the Ordinance.

Upon third reading:

I move **final** consideration and passage of the Ordinance.

City of Dubuque

Action Items # 3.

ITEM TITLE: Five Flags Parking Ramp Proposed Temporary Monthly Fee Adjustment

SUMMARY: City Manager recommending approval of a temporary adjustment for the monthly fees charged at the Five Flags Parking Ramp.

RESOLUTION Authorizing the City Manager to adjust the fees and charges for the parking of motor vehicles in Municipal Parking Ramps

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

ATTACHMENTS:

Description	Type
Proposed Adjustment to Monthly Parking Fee for Five Flags Parking Ramp-MVM Memo	City Manager Memo
Proposed adjustment to monthly parking fee for Five Flags Parking	Staff Memo
Resolution	Resolutions



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Proposed Adjustment to Monthly Parking Fee for Five Flags Parking Ramp

DATE: September 16, 2020

Director of Transportation Services Renee Tyler recommends City Council approval of a temporary adjustment for the monthly fees charged at the Five Flags Parking Ramp.

The Five Flags Ramp charges a fee of \$50 for monthly parking. The ramp has a total of 397 spaces. The ramp operates at 20% of its capacity with 77 parking spaces leased, leaving 320 available.

A fee adjustment to \$38 through December 2022 when the new parking ramp opens will offer a parking incentive to the downtown business community to take advantage of parking in the Five Flags Ramp. The current rates for hourly parking will remain intact.

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



Michael C. Van Milligen

MCVM:jh
Attachment

cc: Crenna Brumwell, City Attorney
Teri Goodman, Assistant City Manager
Cori Burbach, Assistant City Manager
Renee Tyler, Director of Transportation Services



TO: Mike Van Milligen, City Manager

FROM: Renee Tyler, Director of Transportation Services 

SUBJECT: Proposed adjustment to monthly parking fee for Five Flags Parking Ramp

DATE: September 14, 2020

PURPOSE

To request approval of a temporary adjustment for the monthly fees charged at the Five Flags Parking Ramp.

BACKGROUND

Five Flags Ramp charges a fee of \$50 for monthly parking. The ramp has a total of 397 spaces. The ramp operates at 20% of its capacity with 77 parking spaces leased leaving 320 available.

DISCUSSION

A fee adjustment to \$38 will offer a parking incentive to the downtown business community to take advantage of parking in the Five Flags Ramp.

The ramp currently grosses \$3,850 per month at 20% capacity. This discount will encourage more parkers to use the ramp at a discounted rate. This will allow an increase of utilization.

Five Flags Ramp

Total Spaces	Available	Reserved (1-6-20)	\$50/mo. rate	\$38/mo. rate
397	320	77	\$3,850	\$2,926

Total Spaces	Available	80% Capacity	\$50/mo. rate	\$38/mo. rate
397	79	318	\$15,900	\$12,084

A marketing campaign announcing the adjusted rates at Five Flags will go into effect. This will include sending notifications to our current tenants of the effective date for the lowered rates. Transportation Services will work with the City's Communications office on the creation of mailing materials and posters that can be circulated via social media, email, the city website and

displayed within the Five Flags Ramp. This information will also be mass emailed to all of our currently monthly parking tenants.

BUDGET IMPACTS

The ramp is currently operating at a loss, therefore there is no foreseeable negative budget impact. The current rates for hourly parking will remain intact.

RECOMMENDATION/ACTION STEP

I recommend that the City Council approve this request to adjust the monthly parking fees at the Five Flags Ramp through December of 2022. This recommendation coincides with the opening of the new parking ramp in 2022. At that time the City will review the parking fee for the Five Flags Parking Ramp.

cc: Jenny Larson, Director of Finance

RESOLUTION NO. _____-20

AUTHORIZING THE CITY MANAGER TO ADJUST THE FEES AND CHARGES FOR THE PARKING OF MOTOR VEHICLES IN MUNICIPAL PARKING RAMPS

Whereas, the City Code of Ordinances Section 9-14-321.640 authorizes the city manager, with the approval of the city council, to fix and establish the fees and charges for the parking of motor vehicles in municipal parking ramps; and

Whereas, the parking division and city manager are recommending an adjustment to the fees and charges for parking motor vehicles in the Five Flags Parking Ramp; and

Whereas, the adjustment of fees and charges by the city manager requires city council approval; and

Whereas, the parking division and city manager recommend the fees and charges for the Five Flags Parking Ramp be adjusted from \$50.00 to \$38.00 encourage downtown business employees to utilize this ramp.

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

Section 1. The City Council hereby authorizes and directs the City Manager to adjust the fees and charges for parking in the Five Flags Parking Ramp to reduce the monthly parking fee from \$50.00 to \$38.00 through December 2022.

Passed, approved and adopted this _____ day of _____, 2020

Roy D. Buol, Mayor

Attest:

Kevin S. Firnstahl, City Clerk

**City of Dubuque
City Council Meeting**

Action Items # 4.

ITEM TITLE: Request for 10-5-20 COVID-19 Work Session
SUMMARY: City Manager requesting that the City Council schedule the monthly COVID-19 Response and Recovery work session for 5:00 p.m. on Monday, October 5, 2020.
SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Council

ATTACHMENTS:

Description	Type
Request to Schedule COVID-19 Work Session-MVM Memo	City Manager Memo
Staff Memo	Staff Memo



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request for "Monthly" COVID-19 Update Work Session

DATE: September 17, 2020

Assistant City Manager Cori Burbach requests the City Council schedule a work session for October 5, 2020, to provide an update on COVID-19 response and recovery.

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


Michael C. Van Milligen

MCVM:jh
Attachment

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



TO: Michael C. Van Milligen, City Manager

FROM: Cori Burbach, Assistant City Manager

SUBJECT: Request to Schedule Monthly COVID-19 Update Work Session

DATE: September 17, 2020

The purpose of this memo is to request a City Council work session on Monday, October 5, 2020 at 5:00 p.m. to be conducted virtually. The work session will be an update on COVID-19 response and recovery and will include staff updates as well as updates from our partners at Greater Dubuque Development Corporation, the Community Foundation of Greater Dubuque, and United Way.